



Alleswolke Wireless, LLC.  
40162 Besco Dr.  
Fremont, CA 94538

November 17, 2020

Chief, Foreign Investment Review Section (FIRS)  
Deputy Chief, Compliance and Enforcement (FIRS)  
On Behalf of the Assistant Attorney General for National Security  
United States Department of Justice  
National Security Division  
175 N Street, NE  
Washington, DC 20530

Subject:

FCC ITC-214-20180515-00097 (TT 18-049)  
Application by Alleswolke Wireless, LLC for authority pursuant to Section 214 of the Communications Act of 1934, as amended, to provide global or limited global facilities-based and resale services between the United States and permissible international points.

Dear Sir/Madam:

This Letter of Agreement (“LOA” or “Agreement”) sets forth the commitments that Alleswolke Wireless, LLC (“Alleswolke”) makes to the U.S. Department of Justice (“USDOJ”) to address national security and law enforcement risks arising from Alleswolke’s application to the Federal Communications Commission (“FCC”) requesting authority to provide global or limited global facilities-based and resale services between the United States and permissible international points pursuant to Section 214 of the Communications Act of 1934, as amended, 47 U.S.C. § 214, and the implementing regulations at 47 C.F.R. § 63.18(e)(1), (2).

Alleswolke certifies as true and correct, under penalties outlined in 18 U.S.C. § 1001, all statements that Alleswolke or its representatives have made to USDOJ, including the Federal Bureau of Investigation (“FBI”), the Department of Homeland Security, the Department of Defense, and the FCC in the course of the reviews of the above-referenced application that were conducted pursuant to Executive Order 13913, and they hereby adopt those statements as the basis for this LOA.

Alleswolke has agreed to provide this LOA to USDOJ, and understands that upon execution of this LOA, the FCC will be petitioned to condition the 214 license for Alleswolke on compliance with this LOA

## Definitions

1. For purposes of this LOA, the following definitions apply:
  - a. “Access” means: (1) to enter a location; or (2) to obtain, read, copy, edit, divert, release, affect, alter the state of, or otherwise view data or systems in any form, including through information technology (IT) systems, cloud computing platforms, networks, security systems, and equipment (software and hardware). For the avoidance of doubt, Access shall be construed broadly to include rather than exclude considered conduct.
  - b. “Call Detail Record” (“CDR”) means the data records or call log records that contain information about each call made by a user and processed by a switch, call manager, or call server.
  - c. “Customer Proprietary Network Information” (“CPNI”) means as set forth in 47 U.S.C. § 222(h)(1).
  - d. “Date of this LOA” means the date on which Alleswolke executes this LOA.
  - e. “Domestic Communications” (“DC”) means:
    - (i) Wire Communications, or Electronic Communications (whether stored or not), from one location within the United States, including its territories, to another location within the United States; or
    - (ii) The U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates or terminates in the United States or its territories.
  - f. “Domestic Communications Infrastructure” (“DCI”) means any Applicant system that supports any communications originating or terminating in the United States, including its territories, including any transmission, switching, bridging, and routing equipment, and any associated software (with the exception of commercial-off-the-shelf (“COTS”) software used for common business functions, *e.g.*, Microsoft Office) used by, or on behalf of, Alleswolke to provide, process, direct, control, supervise, or manage DC but would not include the systems of entities for which Alleswolke has a contracted arrangement for interconnection, peering, roaming, long-distance, or wholesale network access.

g. “Electronic Surveillance” means:

- (i) The interception of wire, oral, or electronic communications as set forth in 18 U.S.C. § 2510(1), (2), (4) and (12), respectively, and electronic surveillance as set forth in 50 U.S.C. § 1801(f);
- (ii) Access to stored wire or electronic communications, as referred to in 18 U.S.C. § 2701 et seq.;
- (iii) Acquisition of dialing, routing, addressing, or signaling information through pen register or trap and trace devices or other devices or features capable of acquiring such information pursuant to law as set forth in 18 U.S.C. § 3121 et seq. and 50 U.S.C. § 1841 et seq.;
- (iv) Acquisition of location-related information concerning a subscriber or facility;
- (v) Preservation of any of the above information pursuant to 18 U.S.C. § 2703(f); and
- (vi) Access to or acquisition, interception, or preservation of, wire, oral, or electronic communications or information as described in (i) through (v) above and comparable state laws.

h. “Foreign” means non-United States, or its territories.

i. “Geolocation Data” means any information collected by Alleswolke from its customers regarding a customer’s location or the customer’s device location.

j. “Government” means any government, or governmental, administrative, or regulatory entity, authority, commission, board, agency, instrumentality, bureau or political subdivision, and any court, tribunal, judicial or arbitral body.

k. “Internet Protocol Detail Record” (“IPDR”) means information about internet protocol based usage and other activities that can be used by operation support systems and business systems by recording data statistics that provide network insight on capacity, subscriber usage, and proactive network maintenance.

l. “Lawful U.S. Process” means U.S. federal, state, or local court orders, subpoenas, warrants, processes, directives, certificates or authorizations, and other orders, legal process, statutory authorizations and certifications for Electronic Surveillance, physical search and seizure, production of tangible things or Access to or disclosure of

DC, call-associated data, transactional data, Subscriber Information, or associated records.

m. “Managed Network Service Provider” (“MNSP”) means any third party that has Access to Principal Equipment for the purpose of:

- (i) network operation; provisioning of Internet and telecommunications services; routine, corrective, and preventative maintenance, including switching, routing, and testing; network and service monitoring; network performance, optimization, and reporting; network audits, provisioning, creation and implementation of modifications or upgrades; or
- (ii) provision of DC or operation of DCI, including: customer support; Operations Support Systems (“OSS”); Business Support Systems (BSS); Network Operations Centers (“NOCs”); information technology; cloud operations/services; 5G (SDN, NFV, Applications); and datacenter services and operations.

n. “Network Operations Center” (“NOC”) means any locations and facilities performing network management, monitoring, accumulating accounting and usage data, maintenance, user support, or other operational functions for DC.

o. “Offshore” means performing obligations of this LOA using entities and personnel outside of the territorial limits of the United States, whether or not those entities or personnel are employees of Alleswolke.

p. “Outsource” means, with respect to DC, supporting the services and operational needs of Alleswolke at issue in this LOA using contractors or third parties.

q. “Personally Identifiable Information” (“PII”) means any information that uniquely identifies and correlates to a natural person or can be used to distinguish or trace a natural person’s identity, alone, including his or her name, social security number, or biometric records, or when combined with other personal or identifying information that is linked or linkable to a specific individual, including date and place of birth, or parent's surname, including any “personal identifier information.”

r. “Principal Equipment” means all telecommunications and information network equipment (*e.g.*, hardware, software, platforms, OS, applications, protocols) that supports core telecommunications or information services, functions, or operations.

s. “Security Incident” means:

- (i) Any known or suspected breach of this LOA, including a violation of any approved policy or procedure under this LOA;
- (ii) Any unauthorized Access to, or disclosure of U.S. Records;
- (iii) Any unauthorized Access to, or disclosure of, information obtained from or relating to Government entities; or
- (iv) Any one or more of the following which affect the company's computer network(s) or associated information systems:
  - A. Unplanned disruptions to a service or denial of a service;
  - B. Unauthorized processing or storage of data;
  - C. Unauthorized modifications to system hardware, firmware, or software; or
  - D. Attempts from unauthorized sources to Access systems or data if these attempts to Access systems or data may materially affect company's ability to comply with the terms of this LOA.

t. "Sensitive Personal Data" means sensitive personal data as set forth in 31 C.F.R. § 800.241.

u. "Subscriber Information" means any information of the type referred to and accessible subject to the procedures set forth in 18 U.S.C. § 2703(c)(2) or 18 U.S.C. § 2709, as amended or superseded.

v. "U.S. Records" means Alleswolke's customer billing records, Subscriber Information, PII, Sensitive Personal Data, CDRs, IPDRs, CPNI, Geolocation Data, and any other information used, processed, or maintained in the ordinary course of business related to the services offered by Alleswolke within the United States, including information subject to disclosure to a U.S. federal or state governmental entity under the procedures set forth in 18 U.S.C. § 2703(c), (d) and 18 U.S.C. § 2709.

## **Personnel**

2. Alleswolke agrees to designate and maintain a U.S. law enforcement point of contact ("LEPOC") in the United States who will be subject to prior approval by USDOJ, including the Federal Bureau of Investigation ("FBI"). The LEPOC shall be a third party compliance vendor that is approved by USDOJ to receive lawful U.S. process for U.S. records, and where possible, to assist and support lawful requests for surveillance or production of U.S. records by U.S. Federal, state, and local law enforcement agencies.

3. Alleswolke agrees to provide the LEPOC's name and contact information to USDOJ within 30 days from when the FCC approves Alleswolke's application. USDOJ agrees to

object or non-objection within 15 days from receiving the LEPOC's name and contact information.

4. Alleswolke agrees to notify USDOJ, including the FBI, in writing at least 30 days prior to modifying its LEPOC for USDOJ and FBI objection or non-objection. USDOJ and FBI will object or not object to the replacement LEPOC within 30 days of notification.

5. Alleswolke agrees that the designated LEPOC will have Access to all U.S. Records, and, in response to Lawful U.S. Process, will make such records available promptly and, in any event, will respond to the request no later than five days after receiving such Lawful U.S. Process unless USDOJ grants an extension.

6. Alleswolke agrees to implement, either directly or through a vendor, a process to screen existing or newly hired Alleswolke personnel or any personnel of an approved Outsourced or Offshored service provider performing under an agreement with Alleswolke. The personnel screening process shall include background investigations, public criminal records checks, or other analogous means to ascertain a person's trustworthiness. Alleswolke further agrees to provide USDOJ with a written description of this personnel-screening process no later than 90 days after the Date of this LOA for USDOJ objection or non-objection.

### **Lawful U.S. Process and Requests for Information**

7. Alleswolke and its LEPOC agree to comply with all applicable lawful interception statutes, regulations, and requirements, as well as comply with all court orders and other Lawful U.S. Process for lawfully authorized Electronic Surveillance. Alleswolke further agrees to certify to USDOJ its compliance with the Communications Assistance for Law Enforcement Act ("CALEA"), 47 U.S.C. §§ 1001-1010, and its implementing regulations, within 30 days from the Date of this LOA.

8. Alleswolke agrees to provide notice of any material modification to its lawful intercept capabilities to USDOJ within 30 days of such modification and will re-certify its compliance with CALEA no more than 60 days following its notice to USDOJ of any material new facilities, services, or capabilities.

9. Alleswolke agrees to comply with all court orders and Lawful U.S. process, including process relating to Electronic Surveillance.

10. Upon receipt of any Lawful U.S. Process, Alleswolke and its LEPOC agree to place any and all information responsive to the Lawful U.S. Process within the territorial

boundaries of the United States and otherwise provide information to the requesting officials, in a manner and time consistent with the Lawful U.S. Process.

11. Alleswolke agrees not to provide, or otherwise allow the disclosure of, or Access to, U.S. Records, DC, or any call content or call data information, to any Foreign Government or any Foreign person, without prior written consent of USDOJ, or a court of competent jurisdiction in the United States.

12. Alleswolke and its LEPOC agree not to disclose the receipt of Lawful U.S. Process, or compliance with Lawful U.S. Process, to any Foreign Government, or any person not authorized under the Lawful U.S. Process, without prior written consent of USDOJ, or a court of competent jurisdiction in the United States.

13. Alleswolke agrees to refer any requests for information described in Paragraph 10 from a Foreign person or a Foreign Government, including any legal process from a Foreign Government, to USDOJ as soon as possible, but in no event later than five days after such a request, or legal process, is received by, or made known to, Alleswolke, unless disclosure of the request, or legal process, would be in violation of U.S. law, or in violation of an order of a court of competent jurisdiction in the United States.

14. Alleswolke agrees not to comply with such requests from Foreign Governments and Foreign persons without prior written consent of USDOJ, or an order of a court of competent jurisdiction in the United States.

15. Alleswolke agrees to ensure that U.S. Records are not subject to mandatory destruction under any Foreign laws.

### **Unauthorized Access and Security Incidents**

16. Alleswolke agrees to take all practicable measures to prevent unauthorized Access to U.S. Records, DC, and the DCI.

17. Alleswolke agrees to take all practicable measures to prevent any unlawful use or disclosure of information relating to U.S. Records or DC.

18. Alleswolke agrees to draft: (1) a Cybersecurity Plan; and (2) an updated version of its Network System Security Plan (“NSSP”), which Alleswolke will provide to USDOJ within 90 days of the Date of this LOA for objection or non-objection.

19. Alleswolke agrees that the NSSP will address, among other things, information security; remote access; physical security; cybersecurity; third-party contractors; Outsourcing and Offshoring; maintenance and retention of system logs; protection of Lawful U.S. Process; protection of U.S. Records obtained by Alleswolke in the ordinary

course of business; the tracking, analysis, storage, transfer, usage, and deletion of user data obtained by Alleswolke in the ordinary course of business, and Alleswolke's specific plan regarding new contracts or amendments to existing contracts with third-party providers requiring those third parties to notify Alleswolke in the event of a breach or loss of U.S. Records within a specified time period after discovery, not to exceed 48 hours from the time of discovery.

20. Alleswolke agrees to provide to USDOJ updated network diagrams and topology maps showing all facilities, devices, interfaces, PoPs, exchange points, and NOCs within 90 days from the Date of this LOA.

21. Alleswolke agrees to provide to USDOJ, within 45 days from the Date of this LOA, a list of all devices, applications, and end-user services that it makes available or that it intends to make available to users in the United States. Alleswolke further agrees that such list will indicate all of the U.S. Records that Alleswolke collects or intends to collect through such devices, applications or services.

22. Alleswolke agrees to notify USDOJ at least 30 days prior to changing the location for storage of U.S. Records for USDOJ objection or non-objection. Such notice shall include:

- a. A description of the type of information to be stored in the new location;
- b. The custodian of the information (even if such custodian is Alleswolke);
- c. The location where the information is to be stored; and
- d. The factors considered in deciding to store that information in the new location.

23. Alleswolke agrees to notify USDOJ of all Foreign persons, including employees, vendors, contractors, MNSPs, or other entities or individuals that Alleswolke intends to allow Access to U.S. Records, DC, or DCI. Alleswolke agrees to make such notification no less than 30 days prior to the date for which Alleswolke is seeking such Access be granted for USDOJ objection or non-objection. Alleswolke further agrees to provide the PII to USDOJ for each Foreign Person identified as requiring such Access.

### **Reporting Incidents and Breaches**

24. Alleswolke agrees to report to USDOJ promptly, and in any event no later than 72 hours, after if it learns of information that reasonably indicates:

- a. A Security Incident;
- b. Unauthorized Access to, or disclosure of, any information relating to services provided by Alleswolke, or referring or relating in any way to Alleswolke's customers in the United States or its territories;



- c. Any unauthorized Access to, or disclosure of, DC in violation of federal, state, or local law; or
- d. Any material breach of the commitments made in this LOA.

24. Alleswolke agrees to require any third-party service provider to disclose to Alleswolke any data breach of any U.S. Records, or any loss of U.S. Records, whether from a data breach, or other cause, within 48 hours of the third party discovering the breach or loss.

25. Alleswolke agrees to notify USDOJ, including the points of contact (POC) listed in Paragraph 36, in writing of any of the Security Incidents or breaches described in Paragraphs 23 or 24 of this LOA. Consistent with Paragraph 23, the notification shall take place no later than 72 hours after Alleswolke or any third party providing Outsourced or Offshored services to Alleswolke discovers the incident, intrusion, or breach has taken or is taking place, or sooner when required by statute or regulations.

26. Alleswolke agrees to notify the FBI and U.S. Secret Service as provided in 47 C.F.R. § 64.2011 within seven business days after reasonable determination that a person without authorization, or in exceeding their authorization, has gained Access to, used, or disclosed CPNI, or that of a third party used by Alleswolke, and shall electronically report the matter to the central reporting facility through the following portal:

<https://www.cpnireporting.gov/cpni/content/disclaimer.xhtml?dswid=8089>

### **Principal Equipment**

27. Alleswolke agrees to provide USDOJ within 45 days from the Date of this LOA, a Principal Equipment list for USDOJ objection or non-objection. The Principal Equipment list shall include the following:

- a. A complete and current list of all Principal Equipment, including:
  - (i) a description of each item and the functions supported,
  - (ii) each item's manufacturer, and
  - (iii) the model and/or version number of any hardware or software.
- b. The name, address, phone number, and website for any vendors, contractors, or subcontractors involved in providing, installing, operating, managing, or maintaining the Principal Equipment.

USDOJ will object or non-object the Principal Equipment List within 45 days of receipt.

28. Alleswolke agrees to notify USDOJ in writing at least 30 days prior to introducing any new Principal Equipment or modifying any of its Principal Equipment for USDOJ objection or non-objection. USDOJ will object or non-object to such new Principal Equipment or modification to the Principal Equipment within 30 days of receipt of notice.

29. Alleswolke agrees to provide USDOJ with the name, address, phone number, and website of any providers, suppliers, and entities that will perform any maintenance, repair, or replacement that may result in any introduction of new Principal Equipment or modification to its Principal Equipment or systems or software used with or supporting the Principal Equipment. USDOJ will object or non-object to the nominated providers, suppliers, and entities selected by Alleswolke within 30 days of receipt of notice.

### **Outsourced and Offshored Services**

30. Alleswolke agrees to provide the USDOJ within 45 days from the Date of this LOA, a list of all Outsourced or Offshored service providers that provide services to Alleswolke for USDOJ objection or non-objection. The list should include any Outsourced or Offshored service provider that provides services for:

- a. MNSP services;
- b. NOC(s);
- c. Network maintenance services;
- d. Billing or customer support services;
- e. Any operation or service that could potentially expose the DCI, DC, or U.S. Records to include CPNI such as CDRs and IPDRs; and
- f. Deploying any network elements, hardware, software, core network equipment, and network management capabilities that are owned, managed, manufactured, or controlled by a Foreign Government or non- public entities.

Alleswolke further agrees to provide the name, address, phone number, website, and description of services provided for each Outsourced or Offshored provider included on the list submitted to USDOJ pursuant to this paragraph. USDOJ agrees to object or non-object to the Outsourced and Offshored service provider list within 45 days of receiving notice.

31. Alleswolke agrees to notify USDOJ in writing no less than 30 days prior to the use of any new Outsourced or Offshored service providers that will provide any of the services described in Paragraph 30. Alleswolke agrees that such notification shall include all of the identifying information contained in Paragraph 30 for the new Outsourced and Offshored service provider.

32. USDOJ agrees to object or non-object to any new Outsourced or Offshored service providers, within 30 days of receiving notice.

### **Network Operations Centers**

33. Alleswolke agrees to notify USDOJ in writing at least 60 days prior to changing the location of its NOCs for USDOJ objection or non-objection.

### **Change in Ownership and Service Portfolio**

34. Alleswolke agrees to provide USDOJ notice of any changes to its business, including but not limited to corporate structure changes, ownership changes, corporate name changes, business model changes, corporate headquarter location changes, or business operation location changes no less than 30 days in advance of such change. Alleswolke also agrees to provide USDOJ notice within 30 days of initiating any bankruptcy proceeding or any other legal proceeding undertaken for the purpose of liquidating, reorganizing, refinancing, or otherwise seeking relief from all or some of Alleswolke's debts.

35. Alleswolke agrees to provide USDOJ notice of any material change to its current portfolio of services offering, including offering other services, applications, or devices beyond its current portfolio, no less than 30 days in advance of such change for USDOJ objection or non-objection.

### **Annual Report**

36. Alleswolke agrees to provide an annual report to USDOJ regarding the company's compliance with this LOA, to include:

- a. Certification that there were no changes during the preceding year (where no changes were reported to USDOJ during the year);
- b. Notice(s) regarding the company's handling of U.S. Records, DC, and Lawful U.S. Process (*i.e.*, whether handled properly and in accordance with the assurances contained herein) including a list of individuals with access to U.S. Records, DC, and DCI;
- c. Notification(s) of the installation and/or purchase or lease of any Foreign-manufactured Principal Equipment;
- d. Notification(s) of any relationships with Foreign-owned telecommunications partners, including any network peering (traffic exchange) or interconnection relationships;
- e. Updated network diagrams and topology maps showing all facilities, devices, interfaces, PoPs, exchange points, and NOCs,
- f. Updated list of all end user services, applications, and devices that Alleswolke makes available in the United States and the U.S. Records that Alleswolke collects through those services, applications, and devices;
- g. Updated Nssp and Cybersecurity Plan;
- h. Updated organizational chart showing all owners with a 5% or greater ownership share;

- i. Report(s) of any occurrences of Security Incidents including but not limited to cybersecurity incidences, network and enterprise breaches, and unauthorized access to U.S. Records;
- j. A re-identification of the location that Alleswolke stores U.S. Records;
- k. A re-identification of the third party compliance vendor that serves as Alleswolke's LEPOC;
- l. Notification of all filings or notices to the FCC in the prior year, and a copy of these filings if requested by USDOJ;
- m. Certification of compliance with CALEA and any other applicable U.S. lawful interception statutes, regulations, and requirements;
- n. A description of the services that Alleswolke provides in the United States and the specific services provided using the domestic and international Section 214 authorizations as well as services it provides in the United States that do not require Section 214 authority; and
- o. Notification of any reasonably foreseeable matter that would give rise to an obligation under this LOA.

The annual report will be due one year after the Date of the LOA and every year thereafter. Alleswolke agrees to send electronic copies of the annual report and all notices and communications required under this LOA to the following individuals or any other individuals that DOJ identifies to Alleswolke in the future: Jason Trigger, USDOJ (at [jason.trigger2@usdoj.gov](mailto:jason.trigger2@usdoj.gov)); Loyaan Egal, USDOJ and Eric S. Johnson, USDOJ (at [Compliance.Telecom@usdoj.gov](mailto:Compliance.Telecom@usdoj.gov)). Upon USDOJ request, Alleswolke agrees to provide USDOJ with paper copies of any annual report, notices, or communications required under this LOA.

### **Site Visits**

37. Alleswolke agrees to permit USDOJ's requests for site visits and approve all requests to conduct on-site interviews of Alleswolke employees.

### **Miscellaneous**

38. Alleswolke agrees to permit disclosure of confidential information submitted to the FCC pursuant to 47 C.F.R. § 0.442 to Federal government departments, agencies, and offices whose principals are listed in Exec. Order 13913 § 3.

39. If USDOJ finds that the terms of this LOA are inadequate to resolve any national security or law enforcement risks, Alleswolke agrees to resolve USDOJ's concerns, according deference to the USDOJ's views on the need for modification. Rejection of a proposed modification shall not alone be dispositive, but failure to resolve national security or law enforcement risks may result in a request that the FCC modify, condition, revoke, cancel, terminate, or render null and void any relevant license, permit, or other authorization granted by the FCC to Alleswolke or its successors-in-interest, or any other appropriate enforcement action required to address the concern.

40. Alleswolke agrees that in the event that Alleswolke breaches the commitments set forth in this LOA, to include conduct contrary to timely USDOJ objection to any notice submitted pursuant to this LOA, a recommendation may be made that the FCC modify, condition, revoke, cancel, enter other declaratory relief, or render null and void any relevant license, permit, or other authorization granted by the FCC to Alleswolke or its successors-in-interest, in addition to pursuing any other remedy available by law or equity.

41. For purposes of counting days in this LOA, the day of the event that triggers the period is excluded, but every day thereafter is counted, including intermediate Saturdays, Sundays, and legal holidays. Include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

42. Alleswolke understands that, upon execution of this LOA by an authorized representative or attorney, or shortly thereafter, the FCC will be notified that there is no objection to grant of the application.

Sincerely,

A handwritten signature in black ink, appearing to read "Rui Zhu", written over a horizontal line.

Jerry Rui Zhu  
Chief Executive Office  
**Alleswolke Wireless, LLC**

November 17, 2020