

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In the Matter of)	
)	
iTel Networks Inc.)	File No. ITC-214-20191028-00174
)	
Application for Global or Limited)	
Global Resale Authority Pursuant to)	
Section 214 of the Communications)	
Act of 1934, As Amended)	

PETITION TO ADOPT CONDITIONS TO AUTHORIZATION AND LICENSE

Pursuant to Executive Order 13,913, the National Telecommunications and Information Administration (NTIA) submits this Petition to Adopt Conditions to Authorization and License (Petition) on behalf of the Committee for the Assessment of Foreign Participation in the United States Telecommunications Services Sector (Committee).¹ Through this Petition, and pursuant to Section 1.41 of the Commission’s Rules, the Committee advises the Commission that it has no objection to the Commission approving the above-captioned application, provided that the Commission conditions its approval on the assurance of iTel Networks Inc. (iTel) to abide by the commitments and undertakings set forth in the July 6, 2020, Letter of Agreement (LOA), a copy of which is attached hereto.²

Section 214 of the Communications Act provides that no carrier may provide telecommunications service to, from, or within the United States until the Commission

¹ Exec. Order No. 13,913, § 9(h), 85 Fed. Reg. 19643, 19647-48 (2020). The Executive Order directs the Committee to “assist the [Commission] in its public interest review of national security and law enforcement concerns that may be raised by foreign participation in the United States telecommunications services sector.” *Id.* § 3(a), 85 Fed. Reg. at 19643.

² 47 C.F.R. § 1.41.

determines that the present or future public interest, convenience and necessity will be served thereby.³ As part of the public interest analysis of section 214 applications, the Commission considers whether any such application raises national security, law enforcement, foreign policy, or trade policy concerns related to the applicant's foreign ownership.⁴ With regard to these concerns, the Commission has long sought the expertise of the relevant Executive Branch agencies and has accorded deference to their expertise when they have identified such concerns in a particular application.⁵

After discussions with representatives of iTel in connection with the above-captioned application, the Committee has concluded that the additional commitments set forth in the LOA will help ensure that those agencies with responsibility for enforcing the law, protecting the national security, and preserving public safety can proceed appropriately to satisfy those responsibilities.

Accordingly, NTIA on behalf of the Committee advises the Commission that the Committee has no objection to the Commission granting the above-captioned application,

³ 47 U.S.C. § 214(a).

⁴ See *Market Entry and Regulation of Foreign-affiliated Entities*, Report and Order, 11 FCC Rcd 3873, 3888, 3955, ¶¶ 38, 216-19 (1995).

⁵ *Id.* at 3955, ¶ 219.

provided that the Commission conditions its consent on compliance with the July 6, 2020, LOA attached to this filing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kathy Smith".

Kathy Smith
Chief Counsel

National Telecommunications and
Information Administration
1401 Constitution Avenue, NW
Washington DC 20230
(202) 482-1816

July 8, 2020

July 6, 2020

Assistant Attorney General for National Security
United States Department of Justice
National Security Division
950 Pennsylvania Avenue NW
Washington, DC 20530

Subject: FCC IFS No. ITC-214-20191028-00174 (TT 19-055)
Application by iTel Networks Inc. (“iTel”) for authority pursuant to Section 214 of the Communications Act of 1934, as amended, to provide 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 iTel Networks Inc. (“iTel”) makes to the U.S. Department of Justice (“USDOJ”) to address national security, law enforcement, and public safety concerns arising from iTel’s application to the Federal Communications Commission (“FCC”) requesting authority to provide global or limited global resale service 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 regulation at 47 C.F.R. § 63.18(e)(2).

iTel seeks authorization to provide resale-based services under 47 C.F.R. § 63.18(e)(2). iTel intends to operate as a Mobile Virtual Network Operator (MVNO). iTel will provide domestic and international long distance service (interexchange service), conference calling, international voice/data service, and wireless/mobile data services (but not wireless voice service). iTel does not intend to provide facilities-based or switched services.

iTel represents as true and correct all statements made by iTel or its representatives 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 review of the above-referenced application, and it hereby adopts those statements as the basis for 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 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 the iTel executes this LOA.
- e. “Domestic Communications” or “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 iTel 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, iTel to provide, process, direct, control, supervise, or manage DC, but does not include but would not include the systems of entities for which LLA 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. “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.
- j. “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 Domestic Communications, call-associated data, transactional data, Subscriber Information, or associated records.
- k. “Managed Network Service Provider” or “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.
- l. “Network Operations Center” or “NOC” means any locations and facilities performing network management, monitoring, accumulating accounting and usage data, maintenance, user support, or other operational functions for Domestic Communications.
- m. “Network Systems Security Plan” or “NSSP” means a network systems security plan that addresses information security, remote access, physical security, cybersecurity, third-party contractors (managed service providers), Outsourcing and Offshoring, maintenance and retention of system logs, protection of Lawful U.S. Process, protection of U.S. Records obtained by the Parties from customers or through provision of services, and data breach notifications.
- n. “NIST-Compliant Cybersecurity Plan” means a cybersecurity plan that conforms with the most recently published version of the National Institute of Standards and Technology (NIST) Cybersecurity Framework, available at <https://www.nist.gov/cyberframework>.
- o. “Offshore” means performing obligations of this LOA using entities and personnel outside of the territorial limits of the United States, whether those entities or personnel are employees of iTel.
- p. “Outsource” means, with respect to DC, supporting the services and operational needs of the Parties at issue in this LOA using contractors or third parties.
- q. “Personally Identifiable Information” or “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

r. 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” as set forth in 31 C.F.R. § 800.402(c)(6)(vi)(B).

s. “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.

t. “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, PII or Sensitive Personal Data;
- (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.

u. “Sensitive Personal Data” means sensitive personal data as set forth in 31 C.F.R. § 800.241.

v. “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.

w. “U.S. Records” means the Parties’ customer billing records, Subscriber Information, PII, CDRs, CPNI, and any other information used, processed, or maintained in the ordinary course of business related to the services offered by the Parties 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.

Compliance with the Communications Assistance for Law Enforcement Act (CALEA)

2. iTel agrees that within 90 days of this LOA it will certify compliance with all applicable U.S. lawful interception statutes, regulations, and requirements, including the Communications Assistance for Law Enforcement Act (“CALEA”), 47 U.S.C. § 1001 et seq., its implementing regulations, and all court orders and other legal process for lawfully authorized electronic surveillance and other Lawful U.S. Process. iTel agrees to file a System Security and Integrity (SSI) Plans with the FCC. *See* 47 C.F.R. § 1.20005. iTel agrees to provide a copy of any filed SSI Plan to USDOJ.

Personnel

3. iTel 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 FBI. The LEPOC shall be a U.S. citizen residing in the United States or its territories or a trusted third party compliance vendor located in the United States unless USDOJ otherwise agrees in writing. The LEPOC must be approved by the FBI to receive service of 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.

4. iTel agrees to provide the LEPOC’s PII information to USDOJ within 90 days from the Date of this LOA.

5. iTel 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. For those cases involving the unexpected firing, resignation, or death of LEPOC, written notice will be provided within five (5) days of such event. Under these circumstances, USDOJ and FBI will object to or approve the replacement LEPOC within 30 days. If USDOJ does not object to a notice submitted pursuant to this paragraph within 30 days of confirming receipt, USDOJ will be deemed to have approved the same.

6. iTel 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 (5) days after receiving such Lawful U.S. Process unless USDOJ grants an extension.

7. iTel agrees to implement, either directly or through a vendor or service provider, a process to screen existing or newly hired personnel, any personnel of an approved Outsourced or Offshored service provider performing under an agreement with iTel. The personnel screening process shall include background investigations, public criminal records checks, or other analogous means to ascertain a person’s trustworthiness. iTel 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 approval.

Lawful U.S. Process and Requests for Information

8. iTel agrees to comply with all court orders and Lawful U.S. Process, including process relating to Electronic Surveillance.

9. Upon receipt of any Lawful U.S. Process, iTel agrees to place any and all information responsive to the Lawful U.S. Process within the territorial boundaries of the United States and otherwise provide to the requesting officials, in a manner and time consistent with the Lawful U.S. Process.

10. iTel agrees not to provide, or otherwise allow the disclosure of, or Access to, U.S. Records, Domestic Communications, 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.

11. iTel agrees 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.

12. iTel agrees to refer any requests for information described in this LOA 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, iTel, 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.

13. iTel agrees not to comply with such requests from Foreign Governments and Foreign persons that have not been approved by USDOJ consistent with this LOA without prior written consent of USDOJ, or an order of a court of competent jurisdiction in the United States.

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

Unauthorized Access and Security Incidents

15. iTel agrees to take all practicable measures to prevent unauthorized access to U.S. Records, Domestic Communications, and Domestic Communications Infrastructure.

16. iTel agrees to take all practicable measures to prevent any unlawful use or disclosure of information relating to U.S. Records, Domestic Communications, or Domestic Communications Infrastructure.

17. iTel agrees to draft: (1) a NIST-Compliant Cybersecurity Plan; and (2) a Network System Security Plan (“NSSP”), which iTel will provide to USDOJ within 60 days of the Date of this LOA for approval. If USDOJ does not object to a notice submitted pursuant to this paragraph within 30 days of confirming receipt, USDOJ will be deemed to have approved the same.

18. iTel agrees that the NSSP will address, among other things, information security, remote access, physical security, cyber-security, 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 iTel in the ordinary course of business, and iTel’s specific plan regarding new contracts or amendments to existing contracts with third-party providers requiring those third parties to notify iTel 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.

19. iTel agrees to notify USDOJ within 90 days of the Date of this LOA of any Foreign person employed by iTel and its parent companies that will have access to U.S. Records, Domestic Communications, and Domestic Communications Infrastructure for USDOJ approval. iTel further agrees to provide the PII of each Foreign person identified pursuant to this paragraph to USDOJ as part of such notification. If USDOJ

does not object to a notice submitted pursuant to this paragraph within 30 days of confirming receipt, USDOJ will be deemed to have approved the same.

20. iTel agrees to notify USDOJ at least 30 days prior to storing or accessing any U.S. Records outside of the United States or its territories or Canada for USDOJ approval. If USDOJ does not object to a notice submitted pursuant to this paragraph within 30 days of confirming receipt, USDOJ will be deemed to have approved the same. Such notice shall include:

- a. A description of the type of information to be stored outside of the United States or Canada;
- b. The custodian of the information (even if such custodian is iTel or its owners)
- c. The location where the information is to be stored; and
- d. The factors considered in deciding to store that information outside of the United States or Canada.

Reporting Incidents and Breaches

21. iTel agrees to report to USDOJ promptly, and no later than 48 hours, 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 iTel, or referring or relating in any way to iTel's customers in the United States or its territories;
- c. Any unauthorized access to, or disclosure of, Domestic Communications in violation of federal, state, or local law; or
- d. Any material breach of the commitments made in this LOA.

22. iTel agrees to require any third-party service provider to disclose to iTel 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.

23. iTel agrees to notify USDOJ, including the points of contact (POC) listed in this LOA, in writing of any of the Security Incidents or breaches described in this LOA. The notification shall take place no later than 48 hours after iTel or any third party providing Outsourced or Offshored services to iTel discovers the incident, intrusion, or breach has taken or is taking place, or sooner when required by statute or regulations.

24. iTel agrees to notify the FBI and U.S. Secret Service as provided in Section 64.2011 of the Federal Communications Commission's rules, 47 C.F.R. § 64.2011, within seven (7) 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 iTel, and shall electronically report the matter to the central reporting facility through the following portal: <https://www.cpnireporting.gov/>.

Outsourced and Offshored Service Providers

25. iTel agrees to provide USDOJ within 90 days of the Date of this LOA, a list of all Outsourced or Offshored service providers that provide services to iTel for USDOJ objection or non-objection. If USDOJ does not object to a notice submitted pursuant to this paragraph within 30 days of confirming receipt, USDOJ will be deemed to have approved the same. 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 Domestic Communications Infrastructure, Domestic Communications, or U.S. Records to include CPNI such as CDRs; and
- f. Deploying any network elements, hardware, software, core network equipment, and network management capabilities that are owned, managed, manufactured, controlled by, or is subject to the influence or direction of a Foreign Government of which iTel is reasonably aware of or has been notified by USDOJ.

26. iTel agrees to notify USDOJ in writing no less than 30 days prior to the use of any new Outsourced or Offshore service providers that will provide the services described in this LOA. If USDOJ does not object to a notice submitted pursuant to this paragraph within 30 days of confirming receipt, USDOJ will be deemed to have approved the same.

Change in Ownership and Service Portfolio

27. iTel agrees to provide USDOJ notice of any changes to its business, including but not limited to corporate structure changes, ownership changes involving five percent or greater equity, 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. iTel also agrees to provide USDOJ notice within 30 days of initiating any bankruptcy proceeding or any other legal proceeding undertaken for the purpose of reorganizing, refinancing, or otherwise seeking relief from all or some of iTel's debts.

28. iTel agrees to provide USDOJ notice of any material change to its current portfolio of services offering, including offers of other services beyond its current portfolio, no less than 30 days in advance of such change for USDOJ objection or non-objection. If USDOJ does not object to a notice submitted pursuant to this paragraph within 30 days of confirming receipt, USDOJ will be deemed to have approved the same.

Principal Equipment

29. iTel agrees to provide USDOJ within 90 days of the Date of this LOA with a Principal Equipment List for USDOJ objection or non-objection. If USDOJ does not object to a notice submitted

pursuant to this paragraph within 30 days of confirming receipt, USDOJ will be deemed to have approved the same. 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 (by full name), and
 - (iii) the model and/or version number of any hardware or software.
- b. Any vendors, contractors, or subcontractors involved in providing, installing, operating, managing, or maintaining the Principal Equipment.

30. iTel agrees to notify USDOJ in writing at least 30 days prior to introducing any new version, make or model of Principal Equipment (where such make or model was not already identified to USDOJ). If USDOJ does not object to a notice submitted pursuant to this paragraph within 30 days of confirming receipt, USDOJ will be deemed to have approved the same.

31. iTel agrees to provide USDOJ with the names of providers, suppliers, and entities that will perform any maintenance, repair, or replacement that may result in any modification to its Principal Equipment.

Annual Report

32. iTel agrees to provide an annual report to USDOJ regarding its compliance with this LOA, to include:
- a. Certification that there were no other 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, Domestic Communications, 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;
 - c. Notification(s) of the installation and/or purchase or lease of any Foreign-manufactured telecommunication equipment (including, but not limited to, switches, routers, software, hardware);
 - d. Notification(s) of any relationships with Foreign-owned telecommunications partners, including any network peering (traffic exchange) or interconnection relationships;
 - e. Updated NISSP and NIST-Compliant Cybersecurity Plans;
 - f. 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;
 - g. A re-identification of the location that the iTel stores U.S. Records;
 - h. Recertification of the services that the iTel provides or confirmation that no additional services are being offered;
 - i. A re-identification of the name of and contact information of the LEPOC;
 - j. Notification of any reasonably foreseeable matter that would give rise to an obligation under this LOA.

- k. Notification of all filings or notices to the FCC in the prior year, and a copy of these filings if requested by DOJ.
- l. Certification of compliance with CALEA and any other applicable U.S. lawful interception statutes, regulations, and requirements.
- m. A description of the services that iTel 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;

The annual report will be due each calendar year beginning one year from the Date of this LOA. iTel 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 iTel in the future: Alice Suh

Jou, USDOJ (at Alice.S.Jou2@usdoj.gov); Loyaan Egal, USDOJ and Eric S. Johnson (at Compliance.Telecom@usdoj.gov). Upon USDOJ request, iTel agrees to provide USDOJ with paper copies of any annual report, notices, or communications required under this LOA.

Site Visits and Information Requests

33. iTel will permit all routine site visits and requested interviews, on-site or otherwise, with at least 24 hours' notice. Nothing in this provision shall be construed as limiting or otherwise prohibiting USDOJ from discharging its obligations in circumstances deemed extraordinary.

Miscellaneous

34. If USDOJ determines this LOA no longer adequately addresses national security, law enforcement, or public safety concerns, iTel will resolve those concerns, according deference to the USDOJ's views on the need for modification. Rejection of a proposed modification alone shall not constitute evidence of a failure to negotiate in good faith. Rejection of a proposed modification may, however, serve as a basis to 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 iTel or its successors-in-interest.

35. iTel agrees that in the event that iTel breaches the commitments set forth in this LOA, to include conduct contrary to timely USDOJ objection to any notice submitted pursuant to this LOA, USDOJ may request 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 iTel or its successors-in-interest, in addition to pursuing any other remedy available by law or equity.

36. 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.

37. iTel understands that, upon execution of this LOA by an authorized representative or attorney, or shortly thereafter, DOJ agrees to notify the FCC that it does not object to the FCC's consent to iTel's application.

Sincerely,

iTel Networks Inc.



H. Juergen Mueller
VP Contract and Corporate Administration
July 6, 2020

Attachment 1

Required Notice	LOA Provision	Due date (from Date of LOA)
Certify CALEA compliance	2	October 6, 2020
LEPOC's PII	4	October 6, 2020
New personnel screening policies	7	October 6, 2020
NIST-Compliant Cybersecurity Plan Network Systems Security Plan	17	October 6, 2020
PII for Foreign persons with access to U.S. Records, DC, DCI	19	October 6, 2020
Outsourced or Offshored Service Providers	25	October 6, 2020
Principal Equipment and Equipment Vendor List	29	October 6, 2020
Annual Report	32	July 6, 2021

Conditional Notices	LOA Provision	Due date
Change to the LEPOC	5	30 days before change, or 5 days after certain changes
Requests for Information or legal process from Foreign person or Foreign Government	12	ASAP, no later than 5 days after
U.S. records storage and/or access outside of the United States	20	30 days before using
Discovery of Security Incident, other incidents or breaches	21	Promptly, and no later than 48 hours
Discovery of unauthorized access to customer information	24	7 business days upon after discovery
New Outsourced or Offshored Service Providers	26	30 days before using
Change in ownership and service portfolio	27-28	30 days before change
Change to Principal Equipment and Vendors List	30-31	30 days before change