

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)	
)	
1 800 Collect, Inc. and 18C, LLC)	
Joint Application for Consent to)	ITC-ASG-20160901-00256
Assignment of Section 214 Authority)	WC Docket No. 16-275
Pursuant to Section 214 of the)	
Communications Act of 1934, as amended)	

**PETITION TO ADOPT CONDITIONS TO
AUTHORIZATIONS AND LICENSES**

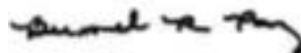
The U.S. Department of Justice (“USDOJ”), to include its components, the National Security Division (“NSD”) and the Federal Bureau of Investigation (“FBI”), submits this Petition to Adopt Conditions to Authorizations and Licenses (“Petition”), pursuant to Section 1.41 of the Federal Communications Commission (“Commission”) rules.¹ Through this Petition, the USDOJ advises the Commission that it has no objection to the Commission approving the authority sought in the above-referenced proceeding, provided that the Commission conditions its approval on the assurance of 1 800 Collect, LLC (“800 Collect”) and 18C, LLC (“18C”) to abide by the commitments and undertakings set forth in the May 11, 2018 Letter of Agreement (“LOA”), a copy of which is attached hereto.

The Commission has long recognized that law enforcement, national security, and public safety concerns are part of its public interest analysis, and has accorded deference to the views of other U.S. government agencies with expertise in those areas. *See In the Matter of Comsat Corporation d/b/a Comsat Mobile Communications, etc.*, 16 FCC Rcd. 21,661, 21707 ¶ 94 (2001).

¹ 47 C.F.R. § 1.41.

After discussions with representatives of 800 Collect and 18C in connection with the above-referenced proceeding, the USDOJ, NSD and FBI have concluded that the additional commitments set forth in the LOA will help ensure that the FBI, which has the responsibility of enforcing the law, protecting the national security, and preserving public safety, can proceed appropriately to satisfy those responsibilities. Accordingly, the USDOJ advises the Commission that it has no objection to the Commission granting the application in the above-referenced proceeding, provided that the Commission conditions its consent on compliance with the LOA.

Respectfully submitted,



Bermel R. Paz
U.S. Department of Justice
National Security Division
Foreign Investment Review Staff
3 Constitution Square
175 N St NE, Suite 12-1805
Washington, D.C. 20002

May 14, 2018



WiMacTel Inc.
Suite 200, 2225 E Bayshore Road
Palo Alto, CA, 94303-3220

Date: May 11, 2018

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

Subject: FCC # ITC-ASG-20160901-00256
Application by WiMac, Inc. and 18C, LLC for authority pursuant to Section 214
of the Communications Act of 1934, as amended.

Sir/Madam:

This Letter of Agreement (“LOA” or “Agreement”) sets forth the commitments being made by WiMac Tel, Inc. (“WiMac”) to the U.S. Department of Justice (“DOJ”) to address national security, law enforcement, and public safety concerns regarding the joint application of 1(800) COLLECT, Inc. (“1(800)”) and 18C, LLC (“18C”) to the Federal Communications Commission (“FCC” or “Commission”).

WiMac adopts as true and correct all representations made by each party to DOJ through the Team Telecom process, whether such representations were made directly by WiMac, 18C, or through counsel.

1. For purposes of this LOA, the following definitions apply:
 - a. “WiMac” means WiMac Tel, Inc. or its successors in interest.
 - b. “18C” means 18C, LLC or its successors in interest.
 - c. “Access” or “Accessible” means the ability to physically or logically undertake any of the following actions: (a) to read, copy, divert, or otherwise obtain non-public information or technology from or about software, hardware, a database or other system, or a network; (b) to add, edit, delete, reconfigure, provision, or alter information or technology stored on or by software, hardware, a system or a network; and (c) to alter the physical or logical state of software, hardware, a system or a network.
 - d. “Books and Records” means any written or electronic records of WiMac’s finances, including ledgers, account records, and documents regarding any financial aspect of the company, regardless of whether prepared and maintained electronically/digitally through software, or prepared and maintained in documentary form. Books and Records include any accounting system, whether

or not maintained by WiMac or its subsidiary, 18C, or a third party or storage system.

e. “Classified Information” shall have the meaning indicated by Executive Order 13526 and the Atomic Energy Act of 1954, or any subsequent Executive Order or statute regarding the same.

f. “Customer Proprietary Network Information” (CPNI) shall mean as defined in 47 U.S.C. § 222(h)(1).

g. “Date of this LOA” shall mean the date on which the Letter of Agreement is executed by WiMac.

h. “Domestic Communications,” as used herein, means: (1) Wire Communications or Electronic Communications (whether stored or not) from one U.S. location to another U.S. location; and (b) the U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates or terminates in the United States.

i. “Domestic Communications Infrastructure” means any systems, equipment, hardware, software or applications that capture or control, or transmit the flow of Domestic Communications on behalf of WiMac, including information technology supporting such networks.

j. “Electronic Communication” has the meaning provided in 18 U.S.C. § 2510(12).

k. “Electronic Surveillance” means: (a) the interception of wire, oral, or electronic communications as defined in 18 U.S.C. § 2510(1), (2), (4) and (12), respectively, and electronic surveillance as defined in 50 U.S.C. § 1801(f); (b) Access to stored wire or electronic communications, as referred to in 18 U.S.C. § 2701 *et seq.*; (c) 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 defined in 18 U.S.C. § 3121 *et seq.* and 50 U.S.C. § 1841 *et seq.*; (d) acquisition of location-related information concerning a subscriber or facility; (e) preservation of any of the above information pursuant to 18 U.S.C. § 2703(f); and (f) access to or acquisition, interception, or preservation of, wire, oral, or electronic communications or information as described in (a) through (e) above and comparable state laws.

l. “Foreign” means non-United States.

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

- n. “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.
- o. “Internet Protocol Detail Record” (“IDPR”) means a streaming data protocol used by operations support systems and business support systems to collect and record a user’s data traffic statistics on a network.
- p. “Internet Search Information” includes any data collected by WiMac about its customer’s internet browsing or online purchasing activities through any mechanism permitted by the services offered by WiMac.
- q. “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.
- r. “Managed Network Service Provider” means any third party using an end-to-end or managed services platform that has the ability to access or control Domestic Communications to or from WiMac’s customers or users.
- s. “Network Elements” means a facility, equipment, software, hardware or applications used in the provision of telecommunications services, including features, functions and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing, receiving and/or aggregating customer data, and collection or used in the transmission, routing, or other provision of telecommunications services.
- t. “Network Management Capabilities” means software or applications used to manage or monitor network operations.
- u. “Network Operations Center” means any locations and facilities performing network management, monitoring, accumulation of accounting and usage data, maintenance, user support, or other operational functions for Domestic Communications.
- v. “Non-US Government” means any government, including an identified representative, agent, component or subdivision thereof, that is not a local, state, or federal government in the United States.
- w. “Offshoring” means performing obligations of this Agreement through the use of entities and personnel outside of the territorial limits of the United States,

whether those entities or personnel are employees of WiMac or 18C, or either's subsidiaries, or third parties.

x. "Outsource" or "Outsourcing" means, with respect to Domestic Communications, supporting the services and operational needs of WiMac at issue in this LOA through the use of contractors or third parties.

y. "Principal Equipment" means any equipment, hardware, software, or applications capable of controlling Domestic Communications, as well as device controllers, signal routing and transfer routers, devices that perform network or element management, fiber optic line termination and multiplexing, core and edge routing, network protection, radio network control, mobility management, or lawful intercept functions, and non-embedded software necessary for the proper monitoring, administration and provisioning of any such equipment. This definition may be modified from time to time by DOJ as may be necessary due to changes in technology, business model, management, structure of services offered, or governance of the Domestic Communications.

z. "U.S. Records" means WiMac's customer billing records, subscriber information, text, Internet Browsing Information or online purchasing information, Geolocation Information, Customer Proprietary Network Information (as defined in 47 U.S.C. § 222(h)(1)), and any other related information used, processed, or maintained in the ordinary course of business relating to the services offered by WiMac in the United States, including information subject to disclosure to a U.S. federal or state governmental entity under the procedures specified in 18 U.S.C. § 2703(c) and (d) and 18 U.S.C. § 2709.

aa. "Wire Communication" has the meaning provided in 18 U.S.C. § 2510(1).

2. WiMac, on behalf of 18C, agrees that it will comply with all applicable lawful interception statutes, regulations, and requirements, including the Communications Assistance for Law Enforcement Act ("CALEA"), 47 U.S.C. § 1001 *et seq.*, and its implementing regulations, and all court orders and other legal process for lawfully authorized electronic surveillance and other Lawful U.S. Process. Additionally, WiMac agrees that its and 18C's services may not be structured in a manner that would impede or prevent any Lawful U.S. Process under CALEA.

3. Upon receipt of any Lawful U.S. Process, WiMac, on behalf of 18C, shall place within the territorial boundaries of the United States any and all information requested by the Lawful U.S. Process within the period of time for response specified in the Lawful U.S. Process, or as required by law, and shall thereafter comply with the Lawful U.S. Process.

4. WiMac agrees to notify DOJ, at least 30 days in advance, of any change to its current services portfolio, or any peering relationships or joint ventures with foreign companies

providing data aggregation or reselling services using the means of communication set forth in paragraphs 17 and 18 of the LOA.

5. WiMac, on behalf of 18C, agrees to submit within 60 days of the Date of this LOA a Network and Systems Security Plan (“NSSP”) for DOJ’s approval. This NSSP shall address, but not be limited to, information security, remote access security, physical security, cyber-security, third party contractors, vetting of employees and contractors at the time of employment and through a process of continued due diligence over time, Outsourcing and Offshoring, system logs, protection of Lawful U.S. Process including Internet Search Information and Geolocation Data; and protection of U.S. Records, including all U.S. customer information obtained by WiMac or 18C through the provision of services.

6. WiMac, on behalf of 18C, agrees that it will not, directly or indirectly, disclose or permit disclosure of, or Access to U.S. Records or Domestic Communications or any information (including call content and call data) pertaining to a wiretap order, pen/trap and trace order, subpoena, or any other Lawful U.S. Process to any person, if the purpose of such disclosure or Access is to respond to a legal or informal request made on behalf of a Non-U.S. Government entity, without first satisfying all pertinent requirements of U.S. law and obtaining the express written consent of DOJ, or obtaining a ruling authorizing the disclosure from a court of competent jurisdiction in the United States. Any legal or informal requests submitted by a Non-U.S. Government entity to WiMac or 18C shall be referred to DOJ for prior approval as soon as possible, but no later than five business days after such request is received by or made known to either, unless disclosure of the request or legal process would be in violation of U.S. law or an order of a court of competent jurisdiction of the United States.

7. WiMac, on behalf of 18C, also agrees to ensure that U.S. Records are not made subject to mandatory destruction under any foreign laws. WiMac, on behalf of 18C, agrees to store all U.S. Records at 3010 Waterview Parkway, Richardson, Texas, 75080. WiMac will provide DOJ at least 30 days advance notice of any change in location of the U.S. Records’ storage facility through the contact information in paragraphs 18-19 of this LOA.

8. WiMac agrees to take reasonable steps to ensure that only authorized WiMac employees or contractors can access non-public information regarding WiMac’s personnel, contractors, service partners, subscribers, or users.

9. WiMac, on behalf of 18C, agrees to require any third party provider to disclose 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. To the extent that 18C (or WiMac on behalf of 18C) has current agreements with any third party providers with access to U.S. Records, WiMac, on behalf of 18C, agrees to amend those agreements to require those third parties to make disclosure of breaches or loss of U.S. Records consistent with this paragraph, and shall forward copies of these amended agreements to the DOJ points of contacts listed herein within five (5) business days of executing those amendments.

10. WiMac, on behalf of 18C, agrees to notify the Federal Bureau of Investigation (“FBI”) and the United States Secret Service within seven (7) business days if it learns that a person or entity without authorization, or in exceeding their authorization, has intentionally gained access to, used, or disclosed any of its customer’s CPNI, whether through WiMac’s or 18C’s network or that of a third party used by 18C, and shall report the matter to the central reporting facility through the following portal:
<https://www.cpnireporting.gov/cpni/content/disclaimer.seam>

11. WiMac agrees that, within 30 days of the Date of this LOA, it will nominate a law enforcement point of contact (“LEPOC”) in the United States who will be subject to prior approval by DOJ, and:

- a. The LEPOC will be an employee of WiMac, and will have the necessary experience and access to fulfill that role;
- b. The LEPOC shall be a U.S. citizen residing in the United States, unless DOJ agrees in writing otherwise, and the LEPOC must be approved by DOJ to receive Lawful U.S. Process for U.S. Records, and to assist and support lawful requests for surveillance or production of U.S. Records by U.S. federal, state, and local law enforcement agencies;
- c. Before nominating a LEPOC, WiMac will consider that the LEPOC should be an individual who can receive a security clearance pursuant to Executive Order 12968 and Executive Order 13526, or any subsequent Executive Order pertaining to Classified Information;
- d. This LEPOC’s identifying information, his/her contact information, and a statement of facts supporting a conclusion that his/her experience and level of access to WiMac’s systems and networks, or those of its subsidiary 18C, is adequate, shall be provided by WiMac to DOJ at the time WiMac nominates the LEPOC;
- e. WiMac agrees that the LEPOC will not be deemed acceptable to DOJ for purposes of this LOA until the DOJ agrees. If the nominated LEPOC is acceptable to the DOJ, WiMac agrees to maintain that individual as the LEPOC;
- f. If WiMac needs to change the LEPOC, WiMac will give DOJ 30 days’ advance notice prior to any proposed change to its LEPOC, or will notify DOJ of the need to change the LEPOC as soon as possible, and will explain why a period of less than 30 days’ notice was given of the change in the LEPOC;
- g. WiMac also 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, no later than five business days, or the

period required by the Lawful U.S. Process, whichever is longer, after receiving such Lawful U.S. Process; and,

h. Notices and information regarding the LEPOC will be sent to the contacts set forth in paragraphs 18-19 of this agreement.

12. WiMac, on behalf of 18C, agrees that it will timely file all reports and pay all undisputed fees and fines required by local, state and federal laws in connection with its provision of telecommunications services and any authorizations or licenses for the same. WiMac agrees to timely pay all undisputed monies owed to the FCC.

13. WiMac will provide 15 days' advance notice to DOJ of any foreign personnel who may have access to WiMac's or 18C's Call Detail Records ("CDRs"), or physical or logical access to WiMac's or 18C's network, and to supply information about that individual, including, but not limited to: full name, date of birth, place of birth, residence address, mobile telephone numbers used, passport number, country of passport issuance, and work location(s) of that individual. Access to CDRs by any foreign individual will be subject to approval by DOJ.

14. WiMac, on behalf of 18C, agrees to provide a Principal Equipment list to DOJ within 30 days of the Date of this LOA.

15. WiMac, on behalf of 18C, agrees to provide advance notice to DOJ of all outsourced service providers located in whole or in part outside the United States, including but not limited to services provided in relation to:

- a. Network Operation Center(s) ("NOC");
- b. Network Maintenance Services;
- c. Customer Support Services;
- d. Any operation/service that could potentially expose U.S. Domestic Communications Infrastructure, U.S. Records, Internet Search Information, CDRs, or CPNI by any means; and,
- e. Deployment of any Network Elements, Principal Equipment, and network management capabilities, including but not limited to software or applications used to manage or monitor network operations, that are owned, managed, created, altered, supplied or controlled by a foreign entity, including a foreign government.

16. WiMac, on behalf of 18C, agrees to provide an annual report to DOJ regarding the company's compliance with this LOA, including:

- a. A statement confirming that there were no changes if there were no changes reported to DOJ during the preceding year, or a detailed statement describing all changes required to be reported to DOJ from the previous year;
- b. A statement regarding WiMac's CALEA compliance and confirming its completion of any forms, filings or security plans required by the FCC regarding its

LEPOC as well as a statement about whether the information provided to the FCC is current as of the date of the annual report;

- c. A statement confirming that the company's handling of U.S. Records, Domestic Communications, and Lawful U.S. Process was in accordance with the assurances contained herein, and a list of all individuals with access to U.S. Records (including CDRs);
- d. A statement explaining any changes in the services that WiMac provides, or confirmation that no additional services are being offered;
- e. A statement explaining any relationships with foreign-owned telecommunications partners, including any peering relationships, contracts, or joint ventures;
- f. An updated list of WiMac's Principal Equipment vendors and suppliers;
- g. Updated Network and Systems Security Plans and Procedures;
- h. A statement providing details of any occurrences of cyber-security incidences, network and enterprise breaches, and unauthorized Access to customer data and information, and WiMac's response;
- i. A statement confirming the name of, role and contact information of the LEPOC;
- j. A statement regarding any other matter referenced in this LOA; and,
- k. A detailed organization chart that includes the names and roles of all executive-level personnel.

17. WiMac, on behalf of 18C, agrees to provide to DOJ a copy of its Books and Records in whatever form prepared or maintained within 30 days of a request by DOJ pertaining to 18C, its subsidiary. WiMac will convert those records to a Microsoft Word or Adobe PDF format, and will email them to the email addresses in paragraph 18. WiMac agrees to answer any questions by DOJ regarding the Books and Records received within 15 days of receiving such questions, and to provide the Books and Records in an electronic format if, after review of the Word or pdf version, the DOJ so requests. The financial information supplied by WiMac shall be subject to all appropriate confidentiality and non-disclosure laws and regulations. WiMac further agrees to designate a senior-level employee of WiMac, with full access to the necessary records and information, to be responsible for:

- a. Providing the Books and Records to DOJ when and as required by this LOA;
- b. Answering any questions regarding those records posed by DOJ within 15 days of receipt; and,
- c. Affirming the Books and Records contain true and correct information in writing.

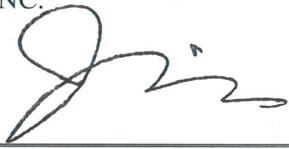
18. The annual report will be due every 15th day of May of each calendar year, beginning on May 15, 2019. The annual report and all information required to be reported by WiMac to DOJ by this LOA shall be addressed to:

Assistant Attorney General for National Security
U.S. Department of Justice
National Security Division
950 Pennsylvania Avenue, N.W.
Washington, DC 20530

Attention: FIRS/Team Telecom Staff

19. Courtesy electronic copies of all notices and communications required herein shall also be sent to the following or individuals subsequently identified by DOJ: Bermel Paz at Bermel.Paz@usdoj.gov; Joanne Ongman at Joanne.Ongman@usdoj.gov; Loyaan Egal at Loyaan.Egal@usdoj.gov; and to the DOJ mailbox FIRS-TT@usdoj.gov.

WiMacTel INC.

By:  _____

Name: JAMES MacKENZIE

Title: PRESIDENT + CEO

Date: MAY 11, 2018