

Date: 29 March 2020

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

Subject: FCC # ITC-T/C-20190319-00090  
Petition by Flock FZ-LLC for authority to transfer control of Flock FZ-LLC from  
Divyank Turakhia to Bhavin Turakhia

Dear Sir/Madam:

This Letter of Agreement (“LOA” or “Agreement”) outlines the commitments that Flock FZ-LLC (“Flock”) makes to the U.S. Department of Justice (“USDOJ”) to address national security, law enforcement, and public safety concerns raised with regard to Flock’s application to the Federal Communications Commission (“FCC” or “Commission”). Flock has requested approval to transfer the control of Flock’s authorizations and licenses from Divyank Turakhia to Bhavin Turakhia 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).

Flock adopts as true and correct all statements Flock or its representatives have made to USDOJ, other Team Telecom Agencies, 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 the ability to undertake physically or logically any of the following actions:
    - (i) 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;
    - (ii) To add, edit, delete, reconfigure, provision, or alter information or technology stored on or by software, hardware, a system or network;  
or
    - (iii) To alter the physical or logical state of software, hardware, a system or network.
  - 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.

### **Flock FZ-LLC**

Business Park, RAK Economic Zone, Ras Al Khaimah, UAE, P.O. Box 16113.  
Tel: +971 7 2046060 Fax: +971 7 2046061

- 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 Flock executes this LOA.
- e. "Days" means calendar days unless otherwise specified.
- f. "Domestic Communications" or "DC" means:
  - (i) Wire Communications, as set forth in 18 U.S.C. § 2510(1), or Electronic Communications (whether stored or not), as set forth in 18 U.S.C. § 2510(12), from one U.S. location to another U.S. location; 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.
- g. "Domestic Communications Infrastructure" ("DCI") means:
  - (i) Any Flock system that physically is located 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<sup>1</sup> Flock to provide, process, direct, control, supervise, or manage Domestic Communications; and
  - (ii) Network Operations Center facilities, as defined *infra*.
- h. "Electronic Communication" means as set forth in 18 U.S.C. § 2510(12).
- i. "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;

**Flock FZ-LLC**

Business Park, RAK Economic Zone, Ras Al Khaimah, UAE, P.O. Box 16113.  
Tel: +971 7 2046060 Fax: +971 7 2046061



- (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.
- j. “Foreign” means non-United States or its territories.
- k. “Geolocation Data” means any information collected by Flock from its customers regarding a customer or the customer’s device location.
- l. “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.
- m. “Internet Protocol Detail Record” 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.
- n. “Internet Search Information” includes any data collected by Flock about its customer’s internet browsing or online purchasing activities through any mechanism permitted by the services offered by Flock.
- o. “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.
- p. “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.

**Flock FZ-LLC**

Business Park, RAK Economic Zone, Ras Al Khaimah, UAE, P.O. Box 16113.  
Tel: +971 7 2046060 Fax: +971 7 2046061



q. “Network Operations Center” means any locations and facilities performing network management, monitoring, accumulating accounting and usage data, maintenance, user support, or other operational functions for Domestic Communications.

r. *“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 Frontier from customers or through provision of services, and data breach notifications.*

s. *“NIST-Compliant Cybersecurity Plan” means a cybersecurity plan that complies with the most recently published version of the National Institute of Standards and Technology (NIST) Cybersecurity Framework, available at <https://www.nist.gov/cyberframework>.*

t. “Offshored” 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 Flock, its subsidiaries, or third parties.

u. “Outsourced” means, with respect to Domestic Communications, supporting the services and operational needs of Flock at issue in this LOA through the use of contractors or third parties.

v. “Person” means any natural person or legal entity.

w. “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 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).

x. “Principal Equipment” means all primary telecommunications and information network (e.g., wireline, wireless, subsea, satellite, LAN, WAN, WLAN, SAN, MAN, IP, MPLS, FR, Wi-Fi, 3G/4G/LTE, 5G, etc.) equipment (e.g., hardware, software, platforms, OS, applications, protocols) that supports core telecommunication or information services (e.g., voice, data, text, MMS, FAX, video, Internet, OTT, Apps), functions (e.g., network/element management, maintenance, provisioning, NOC, etc.), or operations (e.g., OSS/BSS, customer support, billing, backups, cloud services, etc.), including but not limited to routers, servers, circuit switches or softswitches, PBXs, call processors, databases, storage devices, load balancers, radios, smart antennas, transmission equipment (RF/Microwave/Wi-Fi/Fiber Optic), RAN, SDR, equalizers/amplifiers, MDF, digital/optical cross-connects, PFE, multiplexers, HLR/VLR, gateway routers, signaling, Network Function Virtualizations, hypervisors,

**Flock FZ-LLC**

Business Park, RAK Economic Zone, Ras Al Khaimah, UAE, P.O. Box 16113.  
Tel: +971 7 2046060 Fax: +971 7 2046061



EPC, BSC, BT, eNodeB, and any other such equipment that performs the functions of the equipment described in this definition that Frontier may use during the normal course of business.

y. "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;
- (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.

z. "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.

aa. "Team Telecom" or "Team Telecom Agencies" means USDOJ, including the Federal Bureau of Investigation (FBI), the Department of Homeland Security (DHS), and the Department of Defense (DoD).

bb. "U.S. Records" means Flock's customer billing records, Subscriber Information, PII, CDRs, CPNI, Internet Protocol Detail Record, Internet Search Information Geolocation Data, and any other related information used, processed, or maintained in the ordinary course of business relating to the services offered by Flock in the United States, and its territories, 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.

### **Lawful U.S. Process**

2. Flock agrees to 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, as well as comply with all court orders and other Lawful U.S. Process for lawfully authorized Electronic Surveillance.

#### **Flock FZ-LLC**

Business Park, RAK Economic Zone, Ras Al Khaimah, UAE, P.O. Box 16113.  
Tel: +971 7 2046060 Fax: +971 7 2046061



3. Flock agrees to provide notice of any material modification to its lawful intercept capabilities to USDOJ within thirty (30) Days of such modification, and will certify its compliance with CALEA no more than sixty (60) Days following its notice to USDOJ of any material new facilities, services, or capabilities.

4. Upon receipt of any Lawful U.S. Process, Flock 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.

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

6. Flock 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.

7. Flock agrees to refer any requests for any of the information referenced in Paragraph 5 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 (5) Days after such a request, or legal process, is received by, or made known to, Flock, 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.

8. Flock 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.

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

### **Personnel**

10. Flock 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 will be a U.S. citizen residing in the United States or its territories, and 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.

11. Flock agrees to provide the LEPOC's PII to USDOJ, including the FBI, within fifteen (15) Days from the date Flock receives the FCC's approval of the application for USDOJ and FBI objection or non-objection.

### **Flock FZ-LLC**

Business Park, RAK Economic Zone, Ras Al Khaimah, UAE, P.O. Box 16113.  
Tel: +971 7 2046060 Fax: +971 7 2046061



12. Flock agrees to notify USDOJ, including the FBI, in writing at least thirty (30) Days prior to modifying its LEPOC for USDOJ and FBI objection or non-objection. Flock agrees to provide USDOJ and FBI with the new LEPOC's PII as part of this written notification.

### **Unauthorized Access**

13. Flock agrees to take all practicable measures to prevent unauthorized Access to, to prevent any unlawful use of, or disclosure of information relating to U.S. Records, DC, and the DCI.

14. Flock agrees to draft: (1) a NIST-Compliant Cyber Security Plan; and (2) a Network System Security Plan ("NSSP"), which Flock will provide to USDOJ within sixty (60) Days of the Date of this LOA. Such policies shall be subject to USDOJ objection or non-objection within thirty (30) Days of submission.

15. The NSSP will address, but not be limited to, information security, remote access, physical security, cyber-security, third-party contractors, Outsourced and Offshored service providers, maintenance and retention of system logs, procedures for and protection of Lawful U.S. Process, and protection of U.S. Records obtained by Flock in the ordinary course of business.

16. Flock agrees to provide USDOJ with detailed network diagrams showing all points of presence, devices, principal network equipment, interfaces with carriers, call flows, network elements, servers, and platforms within fourteen (14) Days upon USDOJ request.

17. Flock agrees to notify USDOJ of any Foreign Person employed by Flock that will have Access to U.S. Records; including PII, CPNI and CDRs; DC, and DCI for USDOJ objection or non-objection. Flock further agrees to provide the PII of each Foreign Person identified pursuant to this paragraph to USDOJ as part of such notification.

18. Flock agrees not to allow any Person; including any entity, subsidiary, or affiliate; to collect or sell information such as Internet Protocol Detail Record, Internet Search Information, Geolocation Data, contact lists, web activities, or other information relating to any customer of Flock, including any subscriber, for third party's use or purpose without the consent of the customer and USDOJ approval.

### **Reporting Incidents and Breaches**

19. Flock agrees to report to USDOJ, including the points of contact ("POCs") listed in Paragraph 28, within 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 Flock, or referring or relating in any way to Flock'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.

#### **Flock FZ-LLC**

Business Park, RAK Economic Zone, Ras Al Khaimah, UAE, P.O. Box 16113.  
Tel: +971 7 2046060 Fax: +971 7 2046061



20. Flock agrees to require any third-party service 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 Flock already has agreements with any third-party service providers with Access to U.S. Records, Flock agrees to amend those agreements to require those third parties to disclose any breaches, or loss of U.S. Records consistent with this paragraph, and it shall forward copies of those amended agreements to USDOJ within five (5) Days of executing those amendments.

21. Flock agrees to notify the FBI and U.S. Secret Service within seven (7) business days upon learning that a person without authorization, or in exceeding their authorization, has gained Access to, used, or disclosed any of its customer's information, including CPNI, or that of a third party used by Flock, and shall report the matter to the central reporting facility through the following portal:

<https://www.cpnireporting.gov/cpni/content/disclaimer.seam>

### **Outsourced and Offshored Services**

22. Flock agrees to provide the USG Parties within thirty (30) Days from the date Flock receives the FCC's approval, a list of all Outsourced or Offshored service providers that provide services to Flock for the USG Parties' 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, 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, or controlled by a Foreign Government or non- public entities.

23. Flock agrees to notify the USG Parties in writing no less than thirty (30) Days prior to the use of any new Outsourced or Offshore service providers that will provide any of the services described in Paragraph 22(a)-(f).

24. The USG Parties agree to object or non-object to any new Outsourced or Offshore service providers, within thirty (30) Days of receiving notice.

### **Network Operations Centers**

25. Flock agrees to notify the USG Parties in writing at least sixty (60) Days prior to changing the location of its Network Operations Centers for the USG Parties' objection or nonobjection.

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

26. Flock 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 thirty (30) Days in advance of such change. Flock also agrees to provide

#### **Flock FZ-LLC**

Business Park, RAK Economic Zone, Ras Al Khaimah, UAE, P.O. Box 16113.  
Tel: +971 7 2046060 Fax: +971 7 2046061



USDOJ notice within thirty (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 Flock's debts.

27. Flock agrees to provide USDOJ notice of any materials change to its current portfolio of services offering, including offering other services beyond its current service portfolio or offering any 5G-based services, no less than thirty (30) Days in advance of such change for USDOJ objection or non-objection.

### **Annual Report**

28. Flock 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. Certification that Flock has been in and remains in CALEA compliance;
- c. 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;
- d. 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);
- e. Notification(s) of any relationships with Foreign-owned telecommunications partners, including any network peering (traffic exchange) or interconnection relationships;
- f. Updated network diagrams showing all network points of presence and devices,
- g. A list of all cloud storage facilities, data centers, telecom service providers, and internet services providers that support Flock's services or operations in the United States and its territories;
- h. Updated NISSP and NIST-Compliant Cyber Security Plan;
- i. Report(s) of any occurrences of Security Incidents including but not limited to cyber-security incidences, network and enterprise breaches, and unauthorized access to U.S. Records;
- j. Recertification of the services that Flock provides or confirmation that no additional services are being offered;
- k. A re-identification of the name of and contact information of the LEPOC; and
- l. Notifications regarding any other matter of interest to this LOA.

The annual report will be due the 31st day of January of each calendar year, beginning on January 31, 2021. Flock 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 Flock in the future: Lee Licata, USDOJ (at [Lee.Licata@usdoj.gov](mailto:Lee.Licata@usdoj.gov)); Loyaan Egal, USDOJ (at [Loyaan.Egal@usdoj.gov](mailto:Loyaan.Egal@usdoj.gov)); and Eric Johnson (at [Compliance.Telecom@usdoj.gov](mailto:Compliance.Telecom@usdoj.gov)). Upon USDOJ request, Flock agrees to provide USDOJ with paper copies of any annual report, notices, or communications required under this LOA.

### **Site Visits**

#### **Flock FZ-LLC**

Business Park, RAK Economic Zone, Ras Al Khaimah, UAE, P.O. Box 16113.  
Tel: +971 7 2046060 Fax: +971 7 2046061



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

**Miscellaneous**

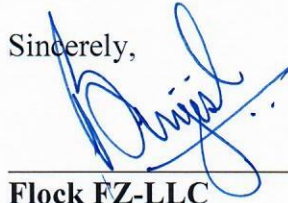
30. Flock agrees to negotiate in good faith and promptly with USDOJ if USDOJ finds that the terms of this LOA are inadequate to resolve any national security, law enforcement, or public safety concerns.

31. Flock agrees that in the event that Flock 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, or render null and void any relevant license, permit, or other authorization granted by the FCC to Flock or its successors-in-interest, in addition to pursuing any other remedy available by law or equity.

32. Flock agrees that this LOA supersedes the August 13, 2014 LOA between Flock (f/k/a Talk.to FZC) and USDOJ, which shall be terminated and be of no further effect following the Date of this LOA.

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

Sincerely,



---

**Flock FZ-LLC**

Name: Brijesh Joshi

Title: Director

Date: 03/29/2020