

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

In the Matter of)	
)	
AppSmart TGN, Inc., and)	File Nos. WC Docket No. 20-229
AppDirect, Inc.)	ITC-T/C-20200710-00115
)	
Application for Consent to Transfer)	
Control of Domestic and International)	
Authorization Pursuant to)	
Section 214 of the Communications Act,)	
As Amended)	

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

Pursuant to Executive Order 13913, the National Telecommunications and Information Administration (NTIA) submits this Petition to Adopt Conditions to Authorizations and Licenses (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 AppDirect, Inc. (AppDirect) to abide by the commitments and undertakings set forth in the June 1, 2021, Letter of Agreement (LOA), a copy of which is attached hereto.²

Pursuant to section 214(a) of the Communications Act, the Commission must determine whether a proposed transfer of control of any section 214 authorization will serve the public

¹ Exec. Order No. 13913, § 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.

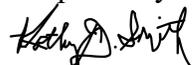
² 47 C.F.R. § 1.41.

interest, convenience, and necessity.³ As part of the public interest analysis, 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 AppDirect 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, the Committee advises the Commission that it has no objection to the Commission granting the above-captioned application, provided that the Commission conditions its consent on compliance with the June 1, 2021, LOA attached to this filing.

Respectfully submitted,



Kathy Smith
Chief Counsel

National Telecommunications and
Information Administration
1401 Constitution Avenue, NW
Washington DC 20230
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June 11, 2021

³ 47 U.S.C. § 214(a); *Applications of Cable & Wireless Plc and Columbus New Cayman Limited for Transfer of Control of Cable Landing Licenses and Section 214 Authorizations*, Memorandum Opinion and Order, 30 FCC Rcd 12730, 12734, ¶ 8 (2015).

⁴ See *Market Entry and Regulation of Foreign-affiliated Entities*, Report and Order, 11 FCC Rcd 3873, 3888, ¶¶ 38-39 (1995).

⁵ *Id.* at 3888, ¶ 39.

BY EMAIL

June 1, 2021

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: WC Docket No. 20-229, ITC-T/C-20200710-00115 (TT 2020-073 to 074)
Applications by AppSmart TGN, Inc. (f/k/a Telegration), AppDirect, Inc.
("AppDirect"), and Mr. Denis Raue for authority pursuant to Section 214 of the
Communications Act of 1934, as amended, and Section 63.03-.04 of the
Commission's rules, requesting consent to transfer control of Telegration from
Mr. Raue to AppDirect.

Dear Sir/Madam:

This Letter of Agreement ("LOA" or "Agreement") sets forth the commitments that Telegration makes to the U.S. Department of Justice ("USDOJ"), including the Federal Bureau of Investigation ("FBI"), to address national security and law enforcement risks arising from the above-referenced application to the Federal Communications Commission ("FCC") requesting consent to assign, or to transfer control of authorizations to provide global or limited global facilities-based 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. § 63.03-.04.¹

Telegration certifies as true and correct, under penalties outlined in 18 U.S.C. § 1001, all statements it or its representatives have made to USDOJ, the Department of Homeland Security, the Department of Defense, and the FCC in the course of the reviews of the above-referenced applications that were conducted pursuant to Executive Order 13913,² 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

¹ See FCC No. ITC-T/C-20200710-00115, WC Docket No. 20-229.

² 85 Fed. Reg. 19643 (Apr. 8, 2020).

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 FCC Approval” means the date on which the FCC releases a public notice granting the FCC Application.

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 Telegration 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, Telegration to provide, process, direct, control, supervise, or manage DC but would not include the systems of entities for which Telegration 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. “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.
- k. “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.
- l. “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.

m. “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.

n. “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 Telegration.

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

p. “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.

q. “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.

r. “Security Incident” means:

- (i) Any known or suspected breach of this LOA, including a violation of any approved plan, 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;
 - D. Any critical incident that causes activation of Telegration’s Emergency Management and Incident Response plan; or
 - E. 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.

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

t. “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.

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

3. Telegration agrees to provide the LEPOC’s PII to USDOJ within 15 days of the Date of FCC Approval. USDOJ agrees to object or non-object within 15 days from receiving the LEPOC’s PII.

4. Telegration 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 days of such event. Under these circumstances, USDOJ and FBI will object or not object to the replacement LEPOC within 30 days of notification.

5. Telegration 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. Telegration agrees to implement, either directly or through a vendor, a process to screen existing or newly hired Telegration personnel or any personnel of an approved Outsourced or Offshored service provider performing under an agreement with Telegration. The personnel screening process shall include background investigations, public criminal records checks, or other analogous means to ascertain a person’s trustworthiness. Telegration further agrees to provide USDOJ with a written description of this personnel-screening process no later than 60 days after the Date of FCC Approval for USDOJ objection or non-objection. USDOJ agrees to object or non-object within 60 days of receiving notice.

7. Telegration agrees to notify USDOJ of all its Foreign person employees, or Foreign person employees of approved Outsourced or Offshored service providers, that it intends to allow Access to U.S. Records, DC; or DCI. Telegration agrees to make such notification no less than 30 days prior to the date by which it is seeking such Access be granted; or, with respect to any Foreign persons with such Access as of the Date of FCC Approval, within 30 days of the Date of FCC Approval. Telegration further agrees to provide the PII to USDOJ for each Foreign person so identified. USDOJ agrees to object or non-object within 30 days of receiving notice.

Lawful U.S. Process and Requests for Information

8. Telegration agrees 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. Telegration 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 FCC Approval.

9. Upon receipt of any Lawful U.S. Process, Telegration 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 information to the requesting officials, in a manner and time consistent with the Lawful U.S. Process.

10. Telegration agrees not to provide, or otherwise allow the disclosure of, or Access to, U.S. Records, DCI, DC, or any call content or call data information, to any Foreign Government, Foreign entity, or any Foreign person not approved pursuant to Paragraph 7, without prior written consent of USDOJ, or a court of competent jurisdiction in the United States.

11. Telegration agrees not to disclose the receipt of Lawful U.S. Process, or compliance with Lawful U.S. Process, to any Foreign Government, Foreign entity, 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. Telegration 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, Telegration, 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. Telegration 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.

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

Unauthorized Access and Security Incidents

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

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

17. Telegation agrees to prepare: (1) a Cybersecurity Plan; and (2) a comprehensive Network System Security Plan (“SSP”) (together the “Plans”), which Telegation will provide to USDOJ within 60 days of the Date of FCC Approval for objection or non-objection. Telegation agrees that its Cybersecurity Plan will conform to the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework. Telegation further agrees to make modifications to these Plans, if requested by USDOJ, and to work with USDOJ to implement such modifications. USDOJ agrees to object or non-object within 60 days of receiving notice.

18. Telegation agrees that its Plans will include, among other things, policies relating to its information security, supply chain 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 Telegation in the ordinary course of business, and Telegation’s plans regarding new contracts or amendments to existing contracts with third-party providers requiring those third parties to notify Telegation 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. Telegation 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 Telegation);
- c. The location where the information is to be stored;
- d. Updated SSP and Cybersecurity Plans detailing the physical/logical protections at the new location; and
- e. The factors considered in deciding to store that information in the new location.

USDOJ will object or non-object to the storage location within 30 days of receipt of notice.

Reporting Incidents and Breaches

20. Telegation agrees to report to USDOJ promptly, and in any event no later than 48 hours, after if it learns of information that reasonably indicates a known or suspected:

- a. Security Incident;
- b. Unauthorized Access to, or disclosure of, any information relating to services provided by Telegation, or referring or relating in any way to Telegation’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.

21. Telegation agrees to require any third-party service provider to disclose to Telegation 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.

22. Telegation agrees to notify USDOJ, including the points of contact (“POCs”) listed in this LOA, in writing of any of the Security Incidents or breaches described in this LOA. Such notification shall take place no later than 48 hours after Telegation has knowledge of, or is informed by a third party providing Outsourced or Offshored services to Telegation of, the incident, intrusion, or breach has taken or is taking place, or sooner when required by statute or regulations.

23. Telegation 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, whether through Telegation’s network or that of a third party used by Telegation, and shall electronically report the matter to the central reporting facility through the following portal: <https://www.cpnireporting.gov>.

Principal Equipment

24. Telegation agrees to provide USDOJ within 30 days of the Date of FCC Approval, 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 60 days of receipt.

25. Telegation 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.

26. Telegation 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 Telegation within 30 days of receipt of notice.

Outsourced and Offshored Services

27. Telegation agrees to provide the USDOJ within 30 days of the Date of FCC Approval, a list of all Outsourced or Offshored service providers that provide services to Telegation 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; 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.

Telegation 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 60 days of receiving notice.

28. Telegation 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 27. Telegation agrees that such notification shall include all of the identifying information contained in Paragraph 27 for the new Outsourced and Offshored service provider.

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

Change in Ownership and Service Portfolio

30. Telegation agrees to provide USDOJ notice of any changes to its business, including but not limited to corporate structure changes, ownership changes of 5% or greater ownership interest 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. Telegation 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 Telegation's debts.

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

Annual Report

32. Telegration 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 SSP and Cybersecurity Plan;
 - f. Updated organizational chart (noting any pro forma transactions made during the year that did not result in a change of ultimate control) showing all owners with a 5% or greater ownership interest;
 - g. Report(s) of any occurrences of Security Incidents;
 - h. A re-identification of the location that Telegration stores U.S. Records and the types of U.S. records collected and stored;
 - i. A re-identification of the name of and contact information of the LEPOC;
 - j. Notification of all filings or notices to the FCC in the prior year, and a copy of these filings if requested by USDOJ;
 - k. Certification of compliance with CALEA and any other applicable U.S. lawful interception statutes, regulations, and requirements;
 - l. A description of the services that Telegration 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 (to include a description of any services provided to government or critical infrastructure customers); and
 - m. 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 FCC Approval and every year thereafter. Telegration 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 Telegration in the future: Lee Licata, USDOJ (at Lee.Licata@usdoj.gov); Loyaan Egal, USDOJ and Eric Johnson, USDOJ (at Compliance.Telecom@usdoj.gov). Upon USDOJ request, Telegration agrees to provide USDOJ with paper copies of any annual report, notices, or communications required under this LOA.

Site Visits

33. Telegration agrees to permit USDOJ's requests for site visits and information, approve all requests to conduct on-site interviews of Telegration's employees, and provide all

documents necessary to verify the implementation of and compliance with the terms of this LOA, or to identify grounds for modification of this LOA.

Miscellaneous

34. Telegration agrees to permit disclosure of confidential and highly 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 Section 3 of Executive Order 13913.

35. If USDOJ finds that the terms of this LOA are inadequate to resolve any national security or law enforcement concerns, Telegration 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 concerns 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 Telegration or its successors-in-interest, or any other appropriate enforcement action required to address the concern.

36. Telegration agrees that in the event that Telegration 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 Telegration or its successors-in-interest, in addition to pursuing any other remedy available by law or equity.

37. 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.

38. Telegration 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,



Mark Liu, *General Counsel*

June 1, 2021

AppSmart TGN, Inc. (f.k.a. Telegration, Inc.)