

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

In the Matter of	)	
	)	
Telia Company AB,	)	File Nos. ITC-T/C-20201015-00183
Telia Carrier U.S. Inc., and	)	WC Docket No. 20-344
Oura BidCo US, Inc.	)	
	)	
Applications by Telia Company AB,	)	
Telia Carrier U.S. Inc., and Oura BidCo	)	
US, Inc., pursuant to Section 214 of the	)	
Communications Act of 1934, as Amended,	)	
Requesting Consent to Transfer Control of	)	
Telia Carrier from Telia Company AB to	)	
Oura BidCo U.S. Inc.	)	

**PETITION TO ADOPT CONDITIONS  
TO AUTHORIZATION AND LICENSE**

Pursuant to Executive Order 13913, 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).<sup>1</sup> 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 Telia Carrier U.S. Inc. (Telia Carrier) to

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<sup>1</sup> 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.

abide by the commitments and undertakings set forth in the April 6, 2021, Letter of Agreement (LOA), a copy of which is attached hereto.<sup>2</sup>

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 interest, convenience and necessity.<sup>3</sup> As part of the that 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.<sup>4</sup> 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.<sup>5</sup>

After discussions with representatives of Telia Carrier 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.

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<sup>2</sup> 47 C.F.R. § 1.41.

<sup>3</sup> 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).

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

<sup>5</sup> *Id.* at 3888, ¶ 39.

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 April 6, 2021, LOA attached to this filing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kathy Smith", written in a cursive style.

Kathy Smith  
Chief Counsel

National Telecommunications and  
Information Administration  
1401 Constitution Avenue, NW  
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April 12, 2021



April 6, 2021

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

**Subject:** FCC ITC-T/C-20201015-00183, WC Docket No. 20-344 (TT 20-066 to 067)

Applications by Telia Company AB, Telia Carrier U.S. Inc., and Oura BidCo US, Inc., 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 Telia Carrier from Telia Company AB to Oura BidCo U.S. Inc.

Dear Sir/Madam:

This Letter of Agreement ("LOA") sets forth the commitments that Telia Carrier U.S. Inc. ("Telia Carrier") makes to the U.S. Department of Justice ("USDOJ") to address national security and law enforcement risks arising from Telia Company AB, Telia Carrier, and Oura BidCo U.S., Inc.'s (collectively, "Applicants") applications to the Federal Communications Commission ("FCC"), requesting consent to transfer control of domestic and international Section 214 authorizations ("Section 214 Authorizations") 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 ("Applications").

The obligations contained herein should be interpreted in the context of, and limited in application to, the transfer of Telia Carrier, and its Section 214 Authorizations, from Telia Company AB to Oura BidCo U.S. Inc. Telia Carrier certifies as true and correct, under penalties outlined in 18 U.S.C. § 1001, all statements that the Applicants or their representatives have made to USDOJ, including the Federal Bureau of Investigation ("FBI"), the Department of Homeland Security, the Department of Defense, and the FCC in the course of the review of the

Applications that was conducted pursuant to Executive Order 13913,<sup>1</sup> 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 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 approves the Applications.
  - e. “Date of this LOA” means the date on which Telia Carrier executes this LOA.
  - f. “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.
  - g. “Domestic Communications Infrastructure” (“DCI”) means any Applicant system that supports any communications originating or terminating in the United States, including its territories, including any transmission, switching, bridging, and routing equipment, and any associated software (with the exception of commercial-off-the-shelf (“COTS”) software used for common business functions, *e.g.*, Microsoft Office) used by, or on

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<sup>1</sup> Exec. Order No. 13913, 85 Fed. Reg. 19643 (Apr. 8, 2020).

behalf of, Telia Carrier to provide, process, direct, control, supervise, or manage DC, but would not include the systems of entities for which Telia Carrier has a contracted arrangement for interconnection, peering, roaming, long-distance, or wholesale network access.

h. “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.

i. “Foreign” means non-United States.

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

k. “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.

i. “Internet Protocol Detail Record” (“IPDR”) means information about internet protocol based usage and other activities that can be

used by operation support systems and business systems by recording data statistics that provide network insight on capacity, subscriber usage, and proactive network maintenance.

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

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

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

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

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

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

q. “Personally Identifiable Information” (“PII”) means any information that uniquely identifies and correlates to a natural person or can be

used to distinguish or trace such a natural person's identity, alone, including his/her name, social security number, or biometric records, or when combined with other personal or identifying information that is linked or linkable to a specific individual, including date and place of birth, or parent's surname, including any "personal identifier information.

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

s. "Security Incident" means:

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

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

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

v. "U.S. Records" means Telia Carrier's customer billing records, Subscriber Information, PII, SPD, CDRs, IPDRs, CPNI, Geolocation Data, and any other information used, processed, or

maintained in the ordinary course of business related to the services offered by Telia Carrier 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. Telia Carrier agrees to designate and maintain a U.S. law enforcement point of contact ("LEPOC") in the United States and an alternate LEPOC, both of which will be subject to prior approval by USDOJ and 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 USDOJ to receive Lawful U.S. Process for U.S. Records, and where possible, to assist and support lawful requests for surveillance or production of U.S. Records by U.S. Federal, state, and local law enforcement agencies.

3. Telia Carrier agrees to provide the LEPOC and alternate LEPOC's PII to USDOJ within 15 days from the Date of this LOA. USDOJ agrees to object or not object within 15 days from receiving the LEPOC's name and contact information.

4. Telia Carrier agrees to notify USDOJ, including the FBI, in writing, at least 30 days prior to modifying its LEPOC for USDOJ and FBI objection or non-objection. USDOJ(except in the case of the unexpected termination, unexpected resignation, death, or disability of the LEPOC, in which case such written notice must be provided within 5 days of such event).

5. Telia Carrier 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. Telia Carrier agrees to designate and maintain a Security Officer who is a United States citizen residing in the United States. Telia may also designate an alternate Security Officer to fulfill the responsibilities of the primary Security Officer in the event of his/her unavailability. The Security Officer will be eligible, at the sole discretion of the USDOJ, to hold and maintain a U.S. Government security clearance at the "Secret" level or higher immediately upon appointment. The Security Officer will have the appropriate authority and skills to implement the terms of this LOA and to address security concerns identified by USDOJ. The Security Officer will have the appropriate senior-level corporate authority within Telia Carrier to perform his/her duties under this LOA. The Security Officer will possess the necessary resources and skills to enforce this LOA and to act as a liaison to the USDOJ regarding compliance

with this LOA and to address any national security or law enforcement issues arising during Telia Carrier's due course of business. Telia Carrier will provide the Security Officer with Access to Telia Carrier's business information that is necessary for the Security Officer to perform his/her duties.

7. The Security Officer will be available 24 hours per day, 7 days per week, to respond to and address any national security or law enforcement concerns that USDOJ may raise with respect to Telia Carrier or its operations. Upon request by USDOJ, the Security Officer will make himself/herself available in person within the United States or its territories within 72-hours, at a date and location, including in a classified setting, as deemed necessary by USDOJ.

8. Telia Carrier agrees to nominate a proposed candidate for Security Officer to USDOJ within 15 days from the Date of this LOA, and thereafter will provide at least 10 days' notice of a Security Officer's departure, and 30 days' prior notice of a new Security Officer designation (except in the case of the unexpected firing, resignation, or death or disability of the Security Officer in which case such written notice of such departure or designation must be provided within 5 days of such event) of such proposed change. Telia Carrier further agrees to not maintain a vacancy or suspension of the Security Officer position for a period of more than 60 days. All Security Officer nominations will be subject to USDOJ review and non-objection and may be subject to a background check at the sole discretion of USDOJ. Telia Carrier agrees to address concerns raised by USDOJ regarding the selection and identity of the Security Officer.

9. Telia Carrier agrees to implement, either directly or through a vendor, a process to screen existing or newly hired Telia Carrier personnel or any personnel of an approved Outsourced or Offshored service provider performing under an agreement with Telia Carrier. The personnel screening process shall include background investigations, public criminal records checks, or other analogous means to ascertain a person's trustworthiness. To satisfy its obligations with respect to the employees of an Outsourced or Offshored service provider that have Access to DC, DCI or any U.S. Records containing any non-anonymized information regarding the use of a service by a natural U.S. person, Telia Carrier will contractually commit such third parties to comply with the personnel screening process in this paragraph. Telia Carrier 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.

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

10. Telia Carrier agrees to comply with all applicable lawful interception statutes, regulations, and requirements, as well as comply with all Lawful U.S. Process for lawfully authorized Electronic Surveillance. Telia Carrier 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 or certify that CALEA does not apply to the services that Telia Carrier offers in the United States.

11. Telia Carrier agrees to provide notice of any material modification to its lawful intercept capabilities to USDOJ within 30 days of such modification and will re-certify its compliance with CALEA or that CALEA does not apply to the services that Telia Carrier offers in the United States no more than 60 days following its notice to USDOJ of any material new facilities, services, or capabilities.

12. Telia Carrier agrees to comply with all Lawful U.S. Process, including process relating to Electronic Surveillance.

13. Upon receipt of any Lawful U.S. Process, Telia Carrier and its LEPOC agree to place any and all information responsive to the Lawful U.S. Process within the territorial boundaries of the United States and otherwise provide information to the requesting officials, in a manner and time consistent with the Lawful U.S. Process.

14. Telia Carrier agrees not to provide, or otherwise allow the disclosure of, or Access to, U.S. Records containing any non-anonymized information regarding the use of a service by a natural U.S. person, DC, or any call content or call data information, to any Foreign Government or any Foreign person other than those Foreign persons that are: (1) screened consistent with Paragraph 25 of this LOA; or (2) employed by an Outsourced or Offshored service provider approved pursuant to Paragraphs 34 or 36 of this LOA, without prior written consent of USDOJ, or a court of competent jurisdiction in the United States.

15. Telia Carrier 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.

16. Telia Carrier agrees to refer any requests for information described in Paragraph 14 from a Foreign person (other than those Foreign persons that are: (1) screened consistent with Paragraph 25 of this LOA; or (2) employed by an Outsourced or Offshored service provider approved pursuant to Paragraphs 34 or 36 of this LOA) or from a Foreign Government, including any legal process from a Foreign Government, to USDOJ as soon as possible, but in no event later than 5 days after such a request, or legal process, is directly or indirectly received by Telia Carrier, 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.

17. Telia Carrier 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.

18. Telia Carrier agrees to ensure that U.S. Records are not subject to mandatory destruction under any Foreign laws.

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

19. Telia Carrier agrees to take all practicable measures to prevent unauthorized Access to U.S. Records, DC, and the DCI.

20. Telia Carrier agrees to take all practicable measures to prevent any unlawful use or disclosure of U.S. Records or DC.

21. Telia Carrier agrees to draft: (1) a Cybersecurity Plan; and (2) an updated version of its Network System Security Plan ("NSSP"), which Telia Carrier will provide to USDOJ within 60 days of the Date of FCC Approval.

22. Telia Carrier agrees that the NSSP will address, among other things: information security; remote access; physical and logical security; Outsourced and Offshored service providers; encryption, maintenance and retention of system logs; protection of Lawful U.S. Process; protection of U.S. Records; and Telia Carrier's specific plan regarding new contracts or amendments to existing contracts with Outsourced and Offshored service providers, requiring such third parties to notify Telia Carrier 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.

23. Telia Carrier agrees to provide to USDOJ updated network diagrams and topology maps showing all facilities, devices, interfaces, PoPs, exchange points, and NOCs within 60 days from the Date of FCC Approval.

24. Telia Carrier agrees to notify USDOJ at least 30 days prior to changing the location where U.S. Records are stored. 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 Telia Carrier);
- c. The location where the information is to be stored; and

- d. The factors considered in deciding to store that information in the new location.

25. Telia Carrier agrees to notify USDOJ of all Foreign person employees of Telia Carrier that it intends to allow Access to U.S. Records containing any non-anonymized information regarding the use of a service by a natural U.S. person; DC; or DCI. Telia Carrier agrees to make such notification no less than 30 days prior to the date for which Telia Carrier is seeking such Access be granted, or, with respect to any Foreign persons with such Access as of the Date of this LOA, within thirty days of the Date of the LOA. Telia Carrier further agrees to provide the PII to USDOJ for each Foreign person employees identified as requiring such Access.

### **Reporting Incidents and Breaches**

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

- a. A Security Incident;
- b. Unauthorized Access to, or disclosure of, any information relating to services provided by Telia Carrier; or referring or relating in any way to Telia Carrier'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.

27. Telia Carrier agrees to require its Outsourced and Offshored service providers to disclose to Telia Carrier 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 discovering the breach or loss. To the extent that Telia Carrier has existing Outsourced or Offshored service providers as of the Date of this LOA, Telia Carrier will amend its contracts to require such disclosure.

28. Telia Carrier agrees to notify USDOJ, including the points of contact (POC) listed in Paragraph 42, in writing of any of the Security Incidents or breaches described in Paragraphs 26 or 27 of this LOA. Consistent with Paragraph 26, the notification shall take place no later than 72 hours after Telia Carrier or its Outsourced and Offshored service providers discovers the incident, intrusion, or breach has taken or is taking place, or sooner when required by statute or regulations.

29. Telia Carrier agrees to notify the FBI and U.S. Secret Service, as provided in 47 C.F.R. § 64.2011, within 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 Telia Carrier, and shall electronically report the matter to the central reporting facility through the following portal:

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

### **Principal Equipment**

30. Telia Carrier agrees to provide USDOJ within 30 days from the Date of this LOA, a Principal Equipment list for USDOJ objection or non-objection. The Principal Equipment list shall include the following:

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

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

31. Telia Carrier 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.

32. Telia Carrier 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 Telia Carrier within 30 days of receipt of notice.

### **Outsourced and Offshored Services**

33. Telia Carrier agrees to provide to USDOJ within 30 days from the Date of this LOA, a list of all Outsourced or Offshored service providers that provide services to Telia Carrier 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 containing any non-anonymized information regarding the use of a service by a natural U.S. person; or
- 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.

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

35. USDOJ may also request additional information such as PII or other identifying information on Foreign persons or entities at the Outsourced or Offshored service provider that Telia Carrier intends to have Access to U.S. Records containing any non-anonymized information regarding the use of a service by a natural U.S. person; DC; and DCI. To the extent that Telia Carrier cannot provide such Foreign person PII or other identifying information, it shall provide an explanation for why it cannot provide such information. USDOJ may object to the use of such Outsourced or Offshored service provider pursuant to Paragraph 34.

36. Telia Carrier 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 33. Telia Carrier agrees that such notification shall include all of the identifying information required in Paragraph 34 for the new Outsourced and Offshored service providers. Consistent with Paragraph 35 of this LOA, USDOJ may also request additional information such as PII or other

identifying information on certain Foreign persons or entities at the Outsourced or Offshored service provider that Telia Carrier intends to provide Access to U.S. Records containing any non-anonymized information regarding the use of a service by a natural U.S. person; DC; and DCI.

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

### **Network Operations Centers**

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

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

39. Telia Carrier agrees to provide USDOJ notice of any material changes to its business, including, but not limited to: corporate structure changes, ownership changes, corporate name changes, business model changes, corporate headquarter location changes, or business operation location changes no less than 30 days in advance of such change. Telia Carrier 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 Telia Carrier's debts.

40. Telia Carrier agrees to provide USDOJ notice of any material change to its current portfolio of services offering, including offering other services such as end-user services, beyond its current portfolio, no less than 30 days in advance of such change for USDOJ objection or non-objection.

### **Annual Report**

41. Telia Carrier 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 reportable under the LOA during the preceding year (if no changes were reported to USDOJ during the year);
- b. Notification of Telia Carrier'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 of the installation and/or purchase or lease of any Foreign-manufactured Principal Equipment;
- d. Notification of any relationships that Telia Carrier has with Foreign-owned partners, including any network peering (traffic exchange) or interconnection relationships;
- e. Updated network diagrams and topology maps showing all facilities, devices, interfaces, PoPs, exchange points, and NOCs;
- f. Updated NISSP and Cybersecurity Plan;
- g. Updated organizational chart showing all owners with a 5% or greater ownership share in Telia Carrier;
- h. Report of any occurrences of Security Incidents including but not limited to cybersecurity incidences, network and enterprise breaches, and unauthorized access to U.S. Records; during the prior year;
- i. Re-identification of the location where Telia Carrier stores U.S. Records;
- j. Re-identification of Telia Carrier's LEPOC;
- k. Notification of all filings or notices to the FCC in the prior year, and a copy of these filings if requested by USDOJ;
- l. Certification of compliance with CALEA to the extent applicable, and any other applicable U.S. lawful interception statutes, regulations, and requirements;
- m. A description of the services that Telia Carrier provides in the United States and the specific services provided pursuant to its Section 214 Authorizations, as well as services it provides in the United States that do not require Section 214 authority; and
- n. Notification of any reasonably foreseeable matter that would give rise to an obligation under this LOA.

42. The annual report will be due one year after the Date of this LOA and every year thereafter. Telia Carrier 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 Telia Carrier in the future:

Lee Licata, USDOJ (at [lee.licata@usdoj.gov](mailto:lee.licata@usdoj.gov))

Loyaan Egal, USDOJ and

Eric S. Johnson, USDOJ (at [Compliance.Telecom@usdoj.gov](mailto:Compliance.Telecom@usdoj.gov))

Upon USDOJ request, Telia Carrier agrees to provide USDOJ with paper copies of any annual report, notices, or communications required under this LOA.

### **Site Visits**

43. Telia Carrier agrees to permit USDOJ's requests for site visits, approve all requests to conduct on-site interviews of Telia Carrier employees, and provide all documents necessary to assess Telia Carrier's compliance with this LOA.

### **Miscellaneous**

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

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

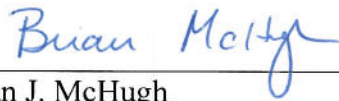
46. Telia Carrier agrees that in the event that Telia Carrier breaches the commitments set forth in this LOA, to include conduct contrary to timely USDOJ objection to any notice submitted pursuant to this LOA, a recommendation may be made that the FCC modify, condition, revoke, cancel, enter other declaratory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

47. 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. The last day of the period is

included, but if the last day is a Saturday, Sunday, or legal holiday, the period will continue to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

48. Telia Carrier 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 Applications.

Sincerely,



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Brian J. McHugh

President

April 6, 2021

**Telia Carrier U.S. Inc.**