



**ELECTROSOFT**  
SERVICES INC.

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August 23, 2012

Lisa Monaco  
Assistant Attorney General  
National Security Division  
U.S. Department of Justice  
950 Pennsylvania Avenue, NW  
Washington, DC 20530  
ttelecom@usdoj.gov

Re: Pending Application by Electrosoft Services, Inc. for Authorization Under  
Section 214 of the Communications Act of 1934  
FCC ITC-214-20111214-00376

Dear Ms. Monaco:

This letter outlines the commitments made by Electrosoft Services, Inc. (Electrosoft) to the U.S. Department of Justice (DOJ) in order to address national security, law enforcement, and public safety concerns raised with regard to Electrosoft's application to the Federal Communications Commission (FCC) for authority to provide resale service to all international points under Section 214 of the Communications Act of 1934.

Electrosoft is a U.S. corporation seeking global or limited global resale authority (47 C.F.R. § 63.18(e)(2)) to all international points under Section 214 of the Communications Act. Electrosoft currently provides wholesale service to other carriers, and upon obtaining Section 214 authority, plans to provide retail services, including calling card and interconnected Voice over Internet Protocol (VoIP) service.

Electrosoft confirms that before it begins providing interconnected VoIP service, it will implement a solution for such service for lawfully authorized electronic surveillance pursuant to the Communications Assistance for Law Enforcement Act (CALEA) and its implementing regulations. Electrosoft also agrees that it will implement a solution for lawfully authorized electronic surveillance pursuant to CALEA for any other services for which compliance with CALEA is required, and that it will comply with all other statutes, regulations, and requirements regarding electronic surveillance.

Electrosoft agrees to designate a U.S. citizen resident in the U.S. or a person with permanent U.S. resident status as a point of contact to receive service of process for U.S. records and to support U.S. law enforcement agencies' surveillance needs.

Electrosoft agrees that for all customer billing records, subscriber information, and any other related information used, processed, or maintained in the ordinary course of business relating to telecommunications services offered in the U.S. (U.S. Records), Electrosoft will store either originals or copies of originals in the U.S. Electrosoft further agrees that its designated point of contact will have access to, and will make such records available promptly, and in any event no later than five business days, in the U.S. in response to lawful U.S. process.<sup>1</sup> For these purposes, U.S. Records shall include information subject to disclosure to a U.S. Federal or state governmental entity under the procedures specified in Sections 2703(c) and (d) and Section 2709 of Title 18 of the U.S. Code. Electrosoft also agrees to ensure that U.S. Records are not made subject to mandatory destruction under any foreign laws.

Electrosoft agrees that it will not, directly or indirectly, disclose or permit disclosure of or access to U.S. Records, domestic communications, or any information (including the content of communications) pertaining to a wiretap or electronic surveillance order, pen/trap order, subpoena, or other lawful demand by a U.S. law enforcement agency for U.S. Records or lawfully authorized electronic surveillance if the purpose of such disclosure or access is to respond to the legal process or request on behalf of a non-U.S. government, without first satisfying all pertinent requirements of U.S. law and obtaining the express written consent of DOJ or the authorization of a court of competent jurisdiction in the U.S. The term "non-U.S. government" means any government, including an identified representative, agent, component or subdivision thereof, that is not a local, state or federal government in the U.S. Any such requests or legal process submitted by a non-U.S. government to Electrosoft shall be referred to DOJ as soon as possible, and in no event later than five business days after such request or legal process is received by or known to Electrosoft, unless the disclosure of the request or legal process would be in violation of U.S. law or an order of a court of the U.S.

Electrosoft agrees that in the event the commitments set forth in this letter are breached, in addition to any other remedy available at law or equity, DOJ 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 Electrosoft or any successor-in-interest. Nothing herein shall be construed to be a waiver by Electrosoft of, or limitation on, its right to oppose or comment on any such request.

Nothing in this letter is intended to excuse Electrosoft from its obligations to comply with any and all applicable legal requirements and obligations, including any and all applicable statutes, regulations, requirements, or orders.

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<sup>1</sup> This statement does not supersede or replace Electrosoft's other duties to comply with any applicable FCC requirements and regulations regarding the storage and protection of customer records, including but not limited to requirements related to the storage and protection of Customer Proprietary Network Information.

Electrosoft understands that, upon execution of this letter by an authorized representative or attorney for Electrosoft, DOJ shall notify the FCC that it has no objection to the FCC's grant of Electrosoft's application.

Sincerely,

Electrosoft Services, Inc.  
Yudel Suarez  
President

A handwritten signature in blue ink, appearing to read 'Yudel Suarez', is positioned to the right of the typed name. The signature is fluid and cursive, with a large loop at the end.