

October 26, 2016

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

Unit Chief, Science and Technology Policy and Law Unit
Federal Bureau of Investigation
935 Pennsylvania Ave, NW
Room 7350
Washington, DC 20535

Re: Pending applications by Telecom Services Network LLC, FCC ITC-214-20131017-00275.

Dear Mr. Carlin,

This letter of agreement (“Agreement”) outlines the commitments being made by Telecom Services Network LLC (“TSN”) to the U.S. Department of Justice (“DOJ”), including the National Security Division (“NSD”) and the Federal Bureau of Investigation (“FBI”), in order to address national security, law enforcement, and public safety concerns raised with regard to the company’s application to the Federal Communications Commission (“FCC”) seeking FCC consent to provide global or limited global facilities-based authority under Section 63.18(e)(1) and global or limited global resale authority under Section 63.18(e)(2).

TSN is 50% owned by Syam Sankar and 50% owned by Shruti Vashishth. TSN’s headquarters are located at 1960 Vicenza Drive Sparks, Nevada 89434, U.S.A.

TSN agrees to designate a U.S. Law Enforcement Point of Contact (“POC”) in the U.S., preferably a U.S. citizen, to receive service of 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 (“Lawful U.S. Process”). TSN will give notice of its POC to DOJ for approval within fourteen (14) days of the date that TSN receives from the FCC the telecommunications certification at issue herein. In addition, TSN will give DOJ at least thirty (30) days’ prior notice of any change to its POC, and TSN’s newly designated POC shall be subject to DOJ review and approval. TSN also agrees that the designated POC will have access to all U.S. Records, and, in response to Lawful U.S. Process, will promptly make such records available, and in any event no later than five (5) business days after receiving such Lawful U.S. Process.

TSN agrees that it will not directly or indirectly disclose or permit disclosure of or access to U.S. Records¹ or Domestic Communications² or any information (including call content and call data) pertaining to a wiretap order, pen/trap and trace order, subpoena, or any other lawful request by a U.S. law enforcement agency for U.S. Records to any person if the purpose of such disclosure or access is to respond to the legal process or request on behalf of a non-U.S. government³ 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. Any such legal process or requests submitted by a non-U.S. government to TSN shall be referred to DOJ as soon as possible, but in no event later than five (5) business days after such legal process or request is received by or made known to TSN unless disclosure of the legal process or request would be in violation of U.S. law or an order of a court of the U.S.

In addition, TSN agrees to provide DOJ advance notice of the location of TSN's U.S. Records' storage facility at least thirty (30) days' prior to the time in which TSN anticipates generating U.S. Records, with the understanding that, should DOJ object to the location notified, TSN will find and notify DOJ of an alternate location that is acceptable to DOJ. Further, in the event that TSN selects a location outside of the U.S., and DOJ does not object to such location, TSN agrees to ensure that U.S. Records are not made subject to mandatory destruction under any foreign laws.

TSN further agrees to provide DOJ with notices of material change (e.g., TSN corporate structure changes of importance to this Agreement, corporate name changes for TSN, any TSN investment and financing related activities, etc.) within thirty (30) days of such change.

Beginning for the 2016 tax year and every year thereafter, TSN agrees to provide DOJ with copies of its corporate tax records and income tax returns (as filed) as part of its annual reporting to DOJ. The tax records must be certified by an officer of the company and must include the exact copies of the records filed with state and federal agencies.

Annual Reporting.

Beginning for the 2016 tax year and every year thereafter, TSN agrees to provide DOJ with copies of its corporate tax records and income tax returns (as filed). The tax records must be

¹ "U.S. Records," as used herein, means TSN's customer billing records, subscriber information, and any other related information used, processed, or maintained in the ordinary course of business relating to the services offered by TSN in the U.S. For these purposes, U.S. Records also 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.

² "Domestic Communications," as used herein, means: (1) Wire Communications or Electronic Communications (whether stored or not) from one U.S. location to another U.S. location; and (b) the U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates or terminates in the United States. "Electronic Communication" has the meaning given in 18 U.S.C. § 2510(12). "Wire Communication" has the meaning given in 18 U.S.C. § 2510(1).

³ 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.

certified by an officer of the company and must include the exact copies of the records filed with state and federal agencies.

TSN shall provide DOJ with an annual report that includes a compilation of its financial statements compiled by TSN's external certified public accountant. The compilation will include a profit and loss statement and a balance sheet. In addition, TSN shall provide a reconciliation of its compilation financial statements to TSN's tax returns. In addition to the federal and state tax records, the compilation, and reconciliation, this annual reporting will include any other information required in this Agreement, or confirmation that no additional information is required. The annual report shall be provided to DOJ via the addresses listed below.

Should DOJ require, it may submit to TSN requests for clarification, further information, or additional supporting documentation with respect to the above mentioned records submitted by TSN pursuant to Annual Reporting. TSN shall provide such requested information within thirty (30) days of written notice by DOJ.

Third Party Audit Requirements. If DOJ considers the information provided in TSN's annual report to be inaccurate, incomplete, or delayed, and that TSN has failed to fully cooperate and provide accurate and detailed financial records/statements within thirty (30) days of written notice by DOJ, upon written request from DOJ, TSN must retain and pay for a neutral third-party financial audit (e.g., of total assets, total liabilities, total net assets, cash flows, accounts payable/receivable records, investments, tax liabilities, beginning and ending net assets, including its corporate bank accounts and loans) to include an audit of TSN's internal controls ("the Initial Audit"). The deadlines and requirements for the Third Party Audit will be as follows:

- Within sixty (60) days of written notice stating for the need of a Third Party Audit from DOJ, TSN shall provide notice of its proposed third-party auditor to DOJ;
- DOJ shall have an opportunity to provide reasonable objections to the proposed auditor within sixty (60) days of receiving TSN's notification of a proposed auditor;
- Once DOJ and TSN mutually agree upon a third-party auditor, and after TSN receives DOJ's written non-objection, TSN will designate the agreed-upon, neutral, third-party auditor;
- Thereafter, TSN shall consult with DOJ on the Third Party Audit terms and scope of engagement, the financial statements being audited, and the auditing standards to be applied and TSN will reasonably address any concerns raised by DOJ;
- TSN shall ensure that the Third Party Audit report is provided directly to DOJ by the Third Party Auditor and that DOJ have full access to and authority to contact the Third Party Auditor to resolve and or verify TSN's records;
- The Audit report must be delivered to DOJ no later than six (6) months from the date of DOJ's written acceptance of the Third Party Auditor, unless other arrangements are approved by DOJ.
- TSN must fully support the Third Party Auditor to complete its audit within six (6) months.

TSN agrees to negotiate in good faith with DOJ to resolve any national security, law enforcement, or public safety concerns that DOJ may raise with respect to the results of any Third Party Audit. DOJ shall be granted the right to exclusively meet with the auditors at any time, upon DOJ's request.

Should TSN Provide Interconnected VoIP Services Or Become A Facilities-Based Provider. Further, TSN agrees that it will inform DOJ at least sixty (60) days in advance of the date on which it plans to begin providing interconnected VoIP services to residential users, businesses, and enterprises in the U.S. or becomes a facilities-based provider. Upon providing interconnected VoIP services or becoming a facilities-based provider, TSN will comply with all applicable lawful interception statutes, regulations, and requirements, including the Communications Assistance for Law Enforcement Act ("CALEA") and its implementing regulations, and will comply with all court orders and other legal process for lawfully authorized electronic surveillance. Upon completion of the architecting of lawful interception capabilities, TSN will request that the FBI send its CALEA Implementation Unit to conduct a CALEA-compliance test.⁴ Once a compliance test is scheduled, TSN will advise DOJ of the scheduled date.

Upon providing interconnected VoIP services or becoming a facilities-based provider, TSN agrees to provide annual reports to DOJ summarizing the information requested above and regarding the company's compliance with this Agreement, to include:

- Certifications that there were no material changes (where no changes were notified to DOJ during the preceding year);
- Statement(s) regarding the status of implementation of lawful interception capabilities, including CALEA compliance;
- Notice(s) regarding the company's handling of U.S. Records, Domestic Communications, and U.S. Lawful Process (i.e., whether handled properly and in accordance with the assurances contained herein), including the occurrence and status of all lawful surveillance request cases for call content and call data, including but not limited to the date on which the request was made of TSN, the date of compliance with that request and/or the status of completion of that request;
- Notification(s) of any changes in the services portfolio that TSN provides, or confirmation that no additional services are being offered;
- Notification(s) of any relationships with foreign-owned telecommunications partners, including any peer relationships;

⁴ TSN understands that such a request can be made by contacting the general helpdesk for the CALEA Implementation Unit at (855) LECALFA (532-2532).

- 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);
- Report(s) of any occurrences of cyber-security incidents, network and enterprise (private network) breaches, and unauthorized access to customer data and information;
- A re-identification of the name of and contact information for the current POC; and
- Notifications regarding any other matters of relevant to this Agreement.

Once required, these annual reports will be due on January 31 of each calendar year, and will be addressed to the following:

Assistant Attorney General for National Security
 National Security Division
 U.S. Department of Justice
 950 Pennsylvania Avenue, N.W.
 Washington, DC 20530
 Attn.: Team Telecom, Foreign Investment Review Staff
 Electronic mail: ttelecom@usdoj.gov

Unit Chief, Foreign Investment Unit
 Federal Bureau of Investigation
 935 Pennsylvania Ave, NW
 Room 4047
 Washington, DC 20535

Courtesy electronic copies of all notices and communications also should be sent to the following: Tyrone Brown of the DOJ (Tyrone.brown@usdoj.gov), Richard Sofield of the DOJ (richard.sofield2@usdoj.gov) and Daniel Kennelly of the FBI (daniel.kennelly@ic.fbi.gov).

TSN agrees that in the event that 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 TSN or any successors-in-interest. Nothing herein shall be construed to be a waiver by TSN of, or limitation on, its right to oppose or comment on any such request.

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

TSN understands that, upon execution of this letter by an authorized representative or attorney for TSN, or shortly thereafter, DOJ shall notify the FCC that it has no objection to the

FCC's grant of TSN's application provided that this Agreement is placed as a condition on the FCC's authorization.

Sincerely,

A handwritten signature in blue ink, appearing to read "Syam Sankar", is written over a horizontal line.

Syam Sankar
Vice President
Telecom Services Network LLC