



2711 Centreville Road, Suite 400  
Wilmington, DE 19808  
United States of America

Tel: +1 (302) 295 2746  
Fax: +1 (302) 340 9993  
email: sales@koltelecom.com

August 25, 2014

Mr. John Carlin  
Assistant Attorney General for National Security  
U.S. Department of Justice  
National Security Division  
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 application by KOL TELECOM SERVICES for authority to provide facilities-based and resale service pursuant to Section 214 of the Communications Act of 1934, as amended, and in accordance with the Federal Communications Commission's rules, 47 C.F.R. § 63.18(e)(1), (e)(2) (FCC ITC-214-20140310-00092).**

Dear Mr. Carlin,

This letter of agreement ("Agreement") outlines the commitments being made by KOL Telecom Services ("KOL") 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 facilities-based and resale service pursuant to Section 214 of the Communications Act of 1934, as amended, and in accordance with sections 63.18(e)(1) and (e)(2) of the Commission's rules, 47 C.F.R. § 63.18(e)(1), (e)(2).

KOL is a Delaware corporation wholly-owned by an Indian national residing in India. KOL's headquarters are located at 2711 Centreville Road, Suite 400, Wilmington, Delaware 19808. KOL currently is a wholesale reseller of interconnected voice over Internet Protocol ("VoIP") traffic. KOL exchanges bulk VoIP traffic for carriers and provides IP interconnection services (transport capacity and routing) on a wholesale basis for its carrier customers, acting as a VoIP traffic exchange point between carriers. KOL plans to offer pinless calling card, wholesale VoIP, interconnect VoIP, IP-PBX, as well as other telecom services to carriers, residential enterprises, and retail customers.

KOL hereby agrees to the following terms:

In connection with the above-described FCC authority and the provision of the above-described services, KOL agrees that it will comply with all applicable lawful interception statutes, regulations, and requirements, including the Communications Assistance for Law Enforcement Act ("CALEA"), 47 U.S.C. §§ 1001-1010, and its implementing regulations, and will comply with all court orders and other legal process for lawfully authorized electronic surveillance. KOL will continue to maintain such lawful interception capabilities for the duration of the above-described FCC authority. Upon completion of the implementation of lawful interception capabilities, KOL will request that the FBI send its CALEA Implementation Unit to conduct a CALEA-compliance test.<sup>1</sup> Once a compliance test is scheduled KOL will advise the FBI of the scheduled date. KOL will continue to maintain such lawful interception capabilities for the duration of the above-described FCC authority.

KOL agrees that it will not directly or indirectly disclose or permit disclosure of or access to U.S. Records<sup>2</sup> or Domestic Communications<sup>3</sup> 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<sup>4</sup> 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. Any such requests for legal process submitted by a non-U.S. government to KOL shall be referred to DOJ as soon as possible, but in no event later than five business days after such request or legal process is received by or made known to KOL unless 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.

KOL also agrees to ensure that U.S. Records and/or copies of U.S. Records will be maintained in the U.S. at all times and will be made available to law enforcement agencies upon lawful request. KOL also agrees to ensure that U.S. Records are not made subject to mandatory destruction under any foreign laws.

KOL further agrees to designate a U.S. Law Enforcement Point of Contact ("POC") resident 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"). KOL will give notice of its POC to DOJ within 14 days of receipt of FCC authority to provide the above-referenced services. The POC shall be subject to DOJ objection at any time, upon which objection, KOL must promptly remove and replace the POC. In addition, KOL will give DOJ at least thirty (30) days prior notice of any change to its POC, and KOL's newly designated POC shall be subject to DOJ objection at any time. KOL also agrees that the designated POC 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 no later than five business days after receiving such Lawful U.S. Process.

KOL further agrees that it will report all outsourced or off shored services, including but not limited to services in relation to:

- Network operation center(s) (“NOC”);

- Network maintenance services;

- Customer service;

- Any operation/service that could potentially expose U.S. domestic telecommunications infrastructure, U.S. customer data and records, call detail records (“CDRs”), customer proprietary network information (“CPNI”); and/or

- The deployment of 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.

KOL shall provide annual reports to DOJ by January 31 of each calendar year, beginning January 31, 2015, certifying that it is in compliance with this Agreement, to include:

- Certifications that there were no material changes (e.g., corporate address, corporate structure changes of importance to this Agreement, corporate name, service portfolio changes, changes to CALEA compliance or lawful surveillance capabilities, etc);

- Statement(s) regarding 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 KOL, the date of compliance with that request and/or the status of completion of that request;

- Notification(s) of any changes in the services that KOL provides, or confirmation that no additional services are being offered;

- Notification(s) of any relationships with foreign-owned telecommunications partners, including any peer relationships;

- 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 incidences, network and enterprise breaches, and unauthorized access to customer data and information;

- A re-identification of the name of and contact information for the current POC;

- The location of the U.S. Records storage facility; and

- Notifications regarding any other matters of relevance to this Agreement.

These annual reports shall be sent by electronic mail, as well as first-class or certified mail, to the following:

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


Courtesy electronic copies of this annual report, as well as all notices and communications, shall additionally be sent to the following, or to those individuals identified to KOL by DOJ in the future: Joanne Ongman (at [joanne.ongman@usdoj.gov](mailto:joanne.ongman@usdoj.gov); Richard So-field ([richard.sofield2@usdoj.gov](mailto:richard.sofield2@usdoj.gov)); and Jonathan Frenkel (at [jona-than.frenkel@ic.fbi.gov](mailto:jona-than.frenkel@ic.fbi.gov)).

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

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

KOL understands that, in exchange for execution of this letter by an authorized representative or attorney for KOL, or shortly thereafter, DOJ shall notify the FCC that it has no objection to the FCC's initial grant of KOL's above-referenced application provided that this Agreement is placed as a condition on the FCC's authorization.

Sincerely,

  
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SUNIL DANIEL CHARLY  
DIRECTOR  
KOL TELECOM SERVICES



<sup>1</sup>KOL understands that such a request can be made by contacting the general helpdesk for the CALEA Implementation Unit at (855) LECAL EA (532-2532).

<sup>2</sup>“U.S. Records,” as used herein, means KOL 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 KOL 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

<sup>3</sup>“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

<sup>4</sup>The term “non-US 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.