



Sheng Li Telecom International LLC

February 9, 2015

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 Sheng Li Telecom International, LLC (“Sheng Li”) for authorization under Section 214 of the Communications Act of 1934, as amended (FCC file number ITC-214-20140318-00104).**

Dear Unit Chief:

This Letter of Agreement (“LOA” or “Agreement”) outlines the commitments being made by Sheng Li to the Federal Bureau of Investigation (“FBI”), which is part of the U.S. Department of Justice (“DOJ”), in order to address national security, law enforcement, and public safety concerns raised with regard to Sheng Li’s application to the Federal Communications Commission (“FCC” or “Commission”) requesting authority to provide global or limited-global resale services between the U.S. and all authorized points (47 C.F.R. § 63.18(e)(2)) under Section 214 of the Communications Act of 1934, as amended.

Sheng Li, a Delaware corporation with facilities and/or offices in Hong Kong and India, intends to resell telecommunication services between the US and all authorized international points. Sheng Li is headquartered at One Commerce Center, 1201 Orange Street, Suite 600, Wilmington, Delaware 19899. Sheng Li also operates at the following facilities/offices: 1614 16, Wealth Commercial Center, 48 Kwong WA Street, Kowloon, Hong Kong, and Office No 3, Third Floor, Bramha Commercial Complex, Kondhwa, Pune, India 411048.

Sheng Li acknowledges that types of services it may offer in the future may be covered by the Communications Assistance for Law Enforcement Act (“CALEA”), 47 U.S.C. §§ 1001-1010, and its implementing regulations. Should Sheng Li offer telecommunication services that are subject to CALEA, Sheng Li will implement a solution or solutions for lawfully authorized electronic surveillance for such services in compliance with CALEA and its implementing regulations and will comply with all court orders and other legal process for lawfully authorized electronic surveillance.

Prior to offering telecommunication services that are subject to CALEA, Sheng Li will provide FBI with a report on the status of its implementation of lawful interception capabilities,



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including the status of its compliance with CALEA every ninety (90) days until the time that Sheng Li has fully implemented lawful-interception capabilities.<sup>4</sup>

Upon completion of the development of its lawful interception capabilities, Sheng Li 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, Sheng Li will provide notice of the scheduled date. Sheng Li will continue to maintain such lawful interception capabilities for the duration of the time it provides services subject to CALEA. Sheng Li also agrees that it will comply with all other statutes, regulations, and requirements regarding electronic surveillance.

Sheng Li agrees to maintain a point of contact in the US, preferably a US citizen or Lawful Permanent Resident, to receive service of process for US records and to support US law enforcement agencies' lawful requests for assistance and surveillance needs. This point of contact will be provided to the FBI at least 30 days prior to the date that Sheng Li begins to provide services subject to CALEA.

Sheng Li also agrees that its designated law enforcement point of contact will have access to, and will make 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) 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. Sheng Li also agrees to ensure that U.S. Records are not made subject to mandatory destruction under any foreign laws.

Sheng Li 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 in response to legal process or a 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 Sheng Li 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 Sheng Li, 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.

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<sup>4</sup> Sheng Li may use a U.S. Trusted Third Party outsourcing partner to implement its lawful intercept capability.

<sup>1</sup> A request can be made by contacting the general helpdesk for the CALEA Implementation Unit at (855) LECALIA (532-2532).

<sup>[1]</sup> This statement does not supersede or replace Sheng Li'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.



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

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

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

The Company can send all notices pursuant to this letter to:

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Courtesy electronic copies of all notices and communications should also be sent to Jonathan Frenkel of the FBI (at [jonathan.frenkel@ic.fbi.gov](mailto:jonathan.frenkel@ic.fbi.gov)).

Sincerely,

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Name: Riyaz Shaikh  
Title: Director  
For Sheng Li Telecom International, LLC