



May 22, 2015

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 application by Dharm Inc. (“Dharm”) for authorization under Section 214 of the Communications Act of 1934, as amended (FCC file number ITC-214-20140826-00257; and TT 14-61).

Dear Mr. Carlin:

This Letter of Agreement (“LOA” or “Agreement”) outlines and affirms the commitments herein made by Dharm to the U.S. Department of Justice (“DOJ”), to include 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 Dharm’s application to the Federal Communications Commission (“FCC” or “Commission”) requesting authority to provide global or limited-global facilities and resale services between the U.S. and all authorized points (47 C.F.R. §§ 63.18(e)(1) and (2)) under Section 214 of the Communications Act of 1934, as amended.

Dharm is a start-up company that is headquartered at 3712 North University Street, Peoria, Illinois, 61614. Dharm plans to offer telecommunications services between the U.S. and authorized international points. Dharm initially plans to buy and re-sell Voice over Internet Protocol (“VoIP”) traffic aggregation and capacity to other carriers for termination, but further intends to expand its service offerings thereafter. Dharm currently is not operational and has no network facilities, no interconnection agreement(s), and no peering relationship(s) with any other carriers or third-party providers. Dharm has not completed building its network, executing third-party agreements for services, or procuring network equipment because Dharm is awaiting the approval of the above-referenced license by the FCC.

Dharm agrees that its intended future services offerings are covered by 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

3712 N University Street, Peoria, IL, USA, 61614, Phone: 630-670-3374



lawfully authorized electronic surveillance. Dharm further agrees that it will comply with all such laws and regulations upon commencing services and offerings subject to the same.

In furtherance of keeping the DOJ apprised of Dharm's CALEA obligations, Dharm agrees to advise the DOJ thirty (30) days prior to offering any new service(s) aside from buying and re-selling VoIP traffic aggregation and capacity to other carriers for termination. Dharm further agrees that it will provide the DOJ with a report on the status of the company's service implementation of lawful-interception capabilities, including the status of Dharm's compliance with CALEA, within sixty (60) days of either a request from the DOJ for the same following notice from Dharm of a new service offering or upon Dharm's conclusion that compliance with CALEA is necessary. Dharm will provide the DOJ with similar status updates every thirty (30) days thereafter up until the time that Dharm has fully implemented lawful-interception capabilities.¹ Dharm acknowledges that the DOJ may object to Dharm's implementation of lawful-interception capabilities or request further information regarding the same; Dharm will actively work to reasonably address DOJ's concerns, objections, or requests for further information, to the DOJ's satisfaction.

Within fourteen (14) days of offering services, Dharm agrees that it shall 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"). Dharm's POC will be subject to the DOJ's review and non-objection. In addition, Dharm will give the DOJ at least 30 days' prior notice of any change to its POC, and Dharm's newly designated POC shall be subject to DOJ review and non-objection. Dharm 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.**

Additionally, Dharm further agrees to provide copies of the following within fourteen (14) days of these items' finalization or amendment by the company, or following a request by the DOJ:

- The names, addresses, and contact information for all outsourced service providers.
- The Personal Identifiable Information ("PII") for all entities that have access (physical or logical) to Dharm's facilities, network elements, and databases, including Call Detail Records ("CDRs"), Customer Proprietary Network Information ("CPNI"), and other customer information.
- A detailed copy of Dharm's final network diagram, showing all Points of Presence ("POPs") and interfaces with Dharm's carrier partners.
- The complete address and location information for the primary Network Operations Center ("NOC") and POPs.

¹ Dharm may use a U.S. Trusted Third Party outsourcing partner to implement its lawful intercept capability.



- The complete addresses for all locations where Dharm stores customer records and billing information.
- A list of all network elements whether owned, leased, or shared, including model and software versions.
- An updated list of all carrier partners, interconnection agreements, and network-peering arrangements.

Dharm agrees to provide follow-up information regarding the above should the DOJ so request. Dharm also acknowledges and agrees that the DOJ may object to the substance of the above items, upon which event(s) Dharm will work to address the DOJ's concern(s).

Dharm agrees to provide the DOJ with notices of material change (e.g., corporate-structure changes of importance to this LOA, name changes for any Dharm entity or carrier partner, changes to CALEA compliance or lawful-surveillance capabilities, changes to the law enforcement point of contact (including such person's PII), etc.) within thirty (30) days of such change.

In addition, Dharm agrees to submit yearly certifications to the DOJ regarding the company's compliance with this LOA, to include certifications that there were no material changes (where no changes were notified to the DOJ during the preceding year), statements regarding compliance with CALEA, and notifications required under this LOA. These annual certifications will be due on the yearly anniversary of this LOA's execution.

Dharm's communications, certifications, notices, and reports to the DOJ will be submitted electronically and addressed 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
Electronic mail: 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
Electronic mail: none

Courtesy electronic copies of all notices and communications also will be sent to the following, or to those individuals identified to Dharm by the DOJ in the future: Richard Sofield of the NSD (richard.sofield2@usdoj.gov); Kristin Taylor of the NSD (at kristin.taylor@usdoj.gov); and Ryan Breitenbach of the FBI (at ryan.breitenbach@ic.fbi.gov).



Dharm agrees that, in the event that the commitments set forth in this Agreement are breached, in addition to any other remedy available at law or equity, the 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 Dharm or any successors-in-interest. Dharm further acknowledges that, should the information supplied by Dharm pursuant to this Agreement be determined by the DOJ to present national security, law enforcement, or public safety concerns, the 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 Dharm or any successors-in-interest.² Nothing herein shall be construed to be a waiver by Dharm of, or a limitation on, its right to oppose or comment on any such request. This Agreement and all commitments hereunder shall expire upon surrender or cancellation of Dharm's Section 214 authority.

Dharm understands that, upon fully complying with its requirements under law to become compliant with CALEA, and upon the DOJ's satisfaction with the materials submitted by Dharm pursuant to this LOA and in demonstration of CALEA compliance, the DOJ will advise Dharm of the Agreement's expiration and shall notify the FCC of the same.

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

Dharm understands that, upon execution of this letter by an authorized representative or attorney for Dharm, or shortly thereafter, the DOJ shall notify the FCC that the DOJ has no objection to the FCC's grant of Dharm's above-referenced application with the FCC.

Sincerely,


HARSHIL PATEL
Secretary
Dharm Inc.

² Dharm makes this acknowledgement with the understanding that the DOJ will first attempt to address its concern(s) with Dharm, and will notify Dharm of filings with the FCC regarding such concern(s).