

Reliance Jio Infocomm USA, Inc.  
5600 Tennyson Parkway, Suite 120  
Plano, Texas 75024

February 12, 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

**Re: Pending application of Reliance Jio Infocomm USA, Inc. for authorization to provide services under Section 214 of the Communications Act of 1934, as amended (FCC File No. ITC-214-20150724-00185)**

Dear Mr. Carlin:

This Letter of Assurances (“**LOA**” or “**Agreement**”) outlines the commitments made by **Reliance Jio Infocomm USA, Inc. (“RJI USA”)** to the U.S. Department of Justice (“**DOJ**”), including the Federal Bureau of Investigation (“**FBI**”), in order to address national security, law enforcement, and public safety concerns related to RJI USA’s application to the Federal Communications Commission (“**FCC**” or “**Commission**”) for authority to provide international global or limited global facilities-based and resold services to all international points under Section 214 of the Communications Act of 1934, Title 47 U.S. Code (“**Section 214**”), as amended, and pursuant to Sections 63.18(e)(1) and (2) of the Commission’s rules, Title 47, Code of Federal Regulations. Upon the execution of this Agreement by a RJI USA official, RJI USA shall be subject to the commitments, assurances, and provisions outlined herein.

RJI USA is a start-up telecom company and currently has four employees. RJI USA is headquartered at 5600 Tennyson Parkway, Suite 120, Plano, Texas 75024. It is a 100% wholly-owned subsidiary of Reliance Jio Infocomm Limited (“**RJIL**”). RJIL is an Indian company and a wholly-owned (99.16%) subsidiary of Reliance Industries Limited (“**RIL**”), also an Indian company.

Upon receiving the above-referenced authority from the FCC, RJI USA plans to provide wholesale resale telecom services, including IP transit and wholesale voice terminations, to carrier partners, including RJIL and other carriers. RJI USA’s services are intended to be wholesale services, delivered to carrier customers using RJIL’s infrastructure and network connectivity. In addition, RJI USA will have authority to offer end-user services to customers in the U.S., including fixed and mobile service providers, as well as enterprise and residential customers

including, international voice calling, Virtual Private Network (VPN), video services, and domestic/international long distance services.

**Service Offerings.** RJJ USA agrees that, within **sixty (60) days** of the filing of this LOA with the FCC, RJJ USA shall submit to the DOJ a Notice of Current Service Offerings, which shall outline and identify all of RJJ USA's then-current service offerings. That notice also shall highlight for the DOJ if any of the notified service offerings were not previously identified in filings submitted to the DOJ for Team Telecom review. Thereafter, RJJ USA will inform the DOJ within **sixty (60) days** after its business model changes to provide telecommunications services in the U.S. aside from those identified in the Notice of Current Service Offerings.

RJJ USA acknowledges that the above-described FCC authorization would permit RJJ USA to offer services subject to 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. RJJ USA therefore agrees that it will comply with all Lawful U.S. Process,<sup>1</sup> and, upon offering services subject to CALEA, to comply with the same. RJJ USA will provide the DOJ with a report on the status of its implementation of lawful interception capabilities, including the status of its compliance with CALEA, within **sixty (60) days** after offering services subject to CALEA, and every **thirty (30) days** thereafter up until the time when RJJ USA has fully implemented lawful interception capabilities.

**Record Storage.** RJJ USA agrees to store in the U.S., for at least one year: (a) Domestic Communications,<sup>2</sup> including wire, voice, or electronic communications intended to be received by, or stored in, the account of a customer or subscriber of RJJ USA, or routed to a RJJ USA Point of Presence ("**POP**") and stored by or on behalf of RJJ USA for any reason; (b) Transactional Data<sup>3</sup> and Call Associated Data<sup>4</sup> related to Domestic Communications; (c) CPNI<sup>5</sup>

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<sup>1</sup> "**Lawful U.S. Process,**" as used herein, means U.S. federal, state, or local electronic surveillance or physical search orders or authorizations, and other orders, legal process, statutory authorizations and certifications for interception of, access to, or disclosure of, Domestic Communications, Call Associated Data, Transactional Data, or Subscriber Information (as those terms are defined herein), authorized by U.S. law. "**U.S. law,**" as used herein, means any U.S. federal, state, or local law or regulation.

<sup>2</sup> "**Domestic Communications,**" as used herein, means Wire Communications or Electronic Communications (whether stored or not) between one U.S. location and another U.S. location; or, the U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates from or terminates at a U.S. location. "**Wire Communication,**" as used herein, has the meaning given it in 18 U.S.C. § 2510(1), as amended or superseded, while "**Electronic Communication**" has the meaning given it in 18 U.S.C. § 2510(12), as amended or superseded.

<sup>3</sup> "**Transactional Data,**" as used herein, means: (a) any "call identifying information," as defined in 47 U.S.C. § 1001(2), as amended or superseded, including, without limitation, the telephone number or similar identifying designator associated with a communication; (b) Internet address or similar identifying designator associated with a communication; (c) the time, date, size, and duration of a communication; (d) any information relating specifically to the identity and physical/logical address of a subscriber, user, or account payer of RJJ USA; (e) to the extent associated with a subscriber, user, or account payer of RJJ USA, any information relating to telephone numbers, Internet addresses, e-mail accounts, text messages, Instant Messages ("**IMs**") or similar identifying designators, to include the

and Subscriber Information;<sup>6</sup> and (d) any other billing records of RJI USA's customers related to any Domestic Communication routed through a U.S. POP.

**Non-Disclosure.** RJI USA agrees that it will not directly or indirectly disclose or permit disclosure of or access to U.S. Records<sup>7</sup> or Domestic Communications 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 identified purpose of such disclosure or access is to respond to the legal process or request on behalf of a non-U.S. government,<sup>8</sup> without first satisfying all pertinent requirements of U.S. law and obtaining the express written consent of the 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 RJI USA shall be referred to the DOJ as soon as possible, but in no event later than **five (5) business days** after such request or legal process is received by or made known to RJI USA, 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.

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physical location of equipment, if known and if different from the location information provided under (f), below, and the types of service, length of service, fees, and usage, including Call Detail Records ("**CDRs**"), Customer Proprietary Network Information ("**CPNI**"), and any other billing records; and (f) any information indicating, as closely as possible, the physical location to or from which a communication is transmitted.

<sup>4</sup> "**Call Associated Data,**" as used herein, means any information relating to a communication or relating to the sender or recipient of that communication and may include, without limitation, subscriber identification, called party number or other identifier, calling party number or other identifier, start time, end time, call duration, feature invocation and deactivation, feature interaction, registration information, user location, diverted to number, conference party numbers, post-cut-through dialed digits, in-band and out-of-band signaling, and party add, drop and hold, and any other "call identifying information," as defined in 47 U.S.C. § 1001(2), as amended or superseded.

<sup>5</sup> "**CPNI,**" as used herein, means: (a) information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service (as defined in 47 U.S.C. § 153(53), as amended or superseded) subscribed to by any customer of a telecommunications carrier, and that is made available to the carrier by the customer solely by virtue of the carrier-customer relationship; (b) information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier; except that such term does not include subscriber list information; and/or (c) information falling within the definition given in 47 U.S.C. § 222(h)(1).

<sup>6</sup> "**Subscriber Information,**" as used herein, means information (a) of the type referred to and accessible subject to the procedures specified in 18 U.S.C. § 2703(c) or (d) or 18 U.S.C. § 2709, as amended or superseded; or (b) sought pursuant to the provisions of other Lawful U.S. Process.

<sup>7</sup> "**U.S. Records,**" as used herein, means RJI USA'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 RJI USA 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.

<sup>8</sup> 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.

RJI USA agrees that it is required to keep and maintain information concerning access to U.S. Records and that it has the capability to audit and maintain logs of all such access to U.S. Records. RJI USA further agrees to establish and maintain a compliance plan concerning access to U.S. Records and to train all of its employees, contractors, and others with access to RJI USA's system or network on the compliance plan. RJI USA will provide the DOJ with its compliance plan, not later than ninety (90) days after the date the FCC grants RJI USA's application.

RJI USA also agrees to ensure that U.S. Records are not made subject to mandatory destruction under any foreign laws.

The location of the U.S. Records' storage facility will be provided to the DOJ no later than five (5) business days of the filing of this LOA with the FCC.

**Law Enforcement Requests.** RJI USA agrees to designate a Law Enforcement Point of Contact ("**LE POC**") to receive service of process and to assist and support lawful requests for surveillance and search by U.S. federal, state, and local law enforcement agencies and to address any questions or concerns DOJ may have regarding RJI USA's compliance with the terms of this LOA. The LE POC shall be subject to DOJ non-objection, and must be a U.S. citizen residing in the U.S. The name and contact information for this LE POC will be provided to the DOJ no later than **thirty (30) days** after this LOA's filing with the FCC. In the event of a change in a LE POC, RJI USA will notify the DOJ within **ten (10) business days** of such change, and the DOJ shall have an opportunity to non-object to any newly designated LE POC.

#### **Operations and Equipment.**

RJI USA agrees to provide DOJ within **sixty (60) days** of FCC grant of the RJI application a complete list of all third party suppliers, including but not limited to foreign contractors, off-shored service providers, equipment manufacturers, and foreign nationals, authorized to access RJI USA's Domestic Communications Infrastructure ("DCI")<sup>9</sup> and U.S. Records.

RJI USA agrees that within **sixty (60) days** of the filing of this LOA with the FCC, and thereafter within **thirty (30) days** upon request from the DOJ, RJI USA shall provide to the DOJ

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<sup>9</sup> "DCI," as used herein, means: (a) transmission, switching, and routing equipment used by or on behalf of RJI USA to provide telecommunications services (as defined in 47 U.S.C. § 153(53) (as amended or superseded) within the United States; or (b) equipment located within facilities outside the United States used by or on behalf of RJI USA to control the equipment described in (a) above. DCI does not include equipment or facilities owned or used by service providers other than RJI USA that are: (a) interconnecting communications providers; or (b) providers of services or content that are: (i) accessible using the telecommunications services of RJI USA, and (ii) available in substantially similar form and on commercially reasonable terms through communications services of companies other than RJI USA. The phrase "on behalf of" as used in this definition does not include entities with which RJI USA has contracted for resale, peering, interconnection, roaming, long distance, or other similar arrangements.

a list of Principal Equipment<sup>10</sup> (“**Principal Equipment List**” or “**PEL**”). The PEL should include available information on each item’s manufacturer and the model and/or version number of any hardware or software. In addition, the PEL should identify vendors or contractors for the Principal Equipment, including those who have physical and remote access to the Principal Equipment and those performing functions that would otherwise be performed by RJI USA’s personnel to install, operate, manage, or maintain the Principal Equipment.

Where a new vendor or contractor for Principal Equipment does not appear on any list of Principal Equipment previously disclosed to the DOJ by RJI USA pursuant to this Agreement, RJI USA shall include within the annual report discussed below an updated PEL that identifies the vendors or contractors for the new Principal Equipment added since the prior disclosure of Principal Equipment.

**Access to Information, Facilities, and Personnel.** RJI USA, and any owner of RJI USA, shall permit the DOJ, and such other U.S. Government agency representatives designated by the DOJ, to inspect books and records, equipment, servers, and facilities and premises owned or leased by RJI USA to the extent business relating to RJI USA’s FCC-licensed activity takes place at such location(s). Where RJI USA possesses the authority to permit such access, RJI USA also agrees to make available to the DOJ, and such other U.S. Government agency representatives designated by the DOJ, any third-party books and records, equipment, servers, facilities (including third-party offshore or outsourced facilities), and premises, to the extent business relating to RJI USA’s FCC-licensed activity takes place at such location(s). Ordinarily, the DOJ will provide RJI USA with **fourteen (14) days advance notice**, but RJI USA shall afford the DOJ such access during normal business hours without advance notice in extraordinary circumstances.

RJI USA, and any owner of RJI USA, shall permit the DOJ, and such other U.S. Government agency representatives designated by the DOJ, upon fourteen (14) days advance notice to RJI USA, to conduct confidential interviews, of RJI USA’s owners, ownership groups, and employees concerning compliance with this Agreement and any other law enforcement concerns. RJI USA also agrees to cooperate with the DOJ and such other U.S. government agency representatives designated by the DOJ to make available vendors or contractors of RJI USA for confidential interviews concerning compliance with this Agreement and any other law enforcement concerns. As used herein, “confidential” means that the DOJ will share non-public information only with other U.S. government agencies as needed and will follow its internal procedures regarding the handling and disposition of such information.

**Audit.** At the request of the DOJ, RJI USA shall commission a neutral third-party auditor to assess RJI USA’s compliance with this Agreement. The designated neutral third-party auditor shall be subject to the DOJ’s non-objection, as will be the terms for the scope and purpose of the audit. Upon completion of the neutral third-party audit, RJI USA shall provide to

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<sup>10</sup> For purposes of this LOA, “**Principal Equipment**” means the primary components of the DCI, including, but not limited to, routers, switches, Home Location Registers, Home Subscriber Servers, voicemail servers, multimedia messaging service systems, short message service systems, firewall systems, load balancers, base stations controllers and radio network controllers, as applicable, and any non-embedded software necessary for the proper monitoring, administration, and provisioning thereof.

the DOJ on a confidential basis a copy of the final audit report. The DOJ shall have the right to exclusively meet with RJI USA's auditors at any time, upon DOJ's request.

**Annual Report.** RJI USA agrees to provide to the DOJ an Annual Report regarding the company's compliance with the specific terms of this LOA during the immediately preceding calendar year. Such Annual Report shall be **due January 30<sup>th</sup> of each year**. The Annual Report shall include a summary of the content of any notices sent to the DOJ during the prior calendar year pursuant to this LOA and any changes made to its compliance plan relating to the access and disclosure of U.S. Records. The Annual Report also shall include reports of the occurrences of Cyber Security Incidents,<sup>11</sup> network and enterprise breaches, and unauthorized access to customer data and information, together with a summary of all the information RJI USA gathered, reviewed, or analyzed concerning the same; the name of and contact information for the current LE POC; and any statements confirming RJI USA's compliance with CALEA (if necessary). Further, if not addressed already, the Annual Report will update the DOJ on material changes relating to this Agreement or RJI USA (e.g., internal reorganizations, changes in operating locations, corporate name changes, etc.), and report, on an as needed basis, updates to gateway or other foreign connections, network intrusions, malicious activities, principal equipment, network security plans and procedures, and expansions of service.

The Annual Reports will be sent to the following, or to those individuals notified to RJI USA in the future:

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

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

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<sup>11</sup> "Cyber Security Incident," as used herein, means: (a) any unauthorized access, insertion or execution of malicious code; insertion or transmittal of viruses, trojans, or worms; denial of service attacks; use of botnets; spyware, phishing; identity theft (for the purposes of the foregoing list, an incident that is within the reporting guidelines of the United States Computer Emergency Response Team (US-CERT) shall be considered a Cyber Security Incident); (b) establishment of unauthorized communications channels to any foreign government or unauthorized recipient; (c) any other unauthorized addition, alteration, deletion, acquisition, theft, transfer, diversion of, or access to, information or technology as identified in collaboration with DOJ or related security policies.

Courtesy electronic copies of all notices and communications also should be sent to the following: Joanne Ongman of the DOJ (at joanne.ongman@usdoj.gov); Richard Sofield of the DOJ (at richard.sofield2@usdoj.gov); and Jonathan Frenkel of the FBI (at jonathan.frenkel@ic.fbi.gov).

**Change in Control.** RJI USA will inform the DOJ within **thirty (30) days** after any change in RJI USA's ownership involving 10% or more of the percentage amount of ownership, including the names of the businesses or individuals associated with the change in ownership and the change in the percentage amount of ownership. RJI USA also will inform the DOJ of any change in RJI USA's ownership involving 10% or more of the percentage amount of ownership or control resulting in a change of a passive investor to an active one.

**Revision and Termination.** This LOA may be terminated at any time by a written agreement signed by RJI USA and the DOJ. The DOJ shall notify the FCC of the LOA's termination within **sixty (60) days** of such termination. Waivers from specific provisions of this LOA may be granted by the opposite party in interest in writing. This Agreement may be amended in writing and with the execution from officials with the DOJ and RJI USA. Any amendment to this LOA will not supersede the terms hereof unless the amendment so states explicitly, and then such superseding only affects the specific terms amended. Any conflicts between an amendment of this LOA and this Agreement shall be resolved in favor of this Agreement's terms.

**Good Faith.** RJI USA shall negotiate in good faith to resolve any national security, law enforcement, or public safety concerns the DOJ may raise with respect to the PEL, new vendors or contractors for Principal Equipment, or any other matters set forth in this LOA.

**Breach.** RJI USA agrees that, in the event 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, terminate, or render null and void any relevant license, permit, or other authorization granted by the FCC to RJI USA or any successors-in-interest; provided, however, that RJI USA, upon receiving from the DOJ notice of a breach, shall be accorded thirty (30) days, or whatever shorter time period is appropriate under the circumstances, to cure such breach. Nothing herein shall be construed to be a waiver by RJI USA of, or limitation on, its right to oppose or comment on any such request.

**Successors.** This Agreement shall inure to the benefit of, and shall be binding upon, RJI USA and the DOJ, and their respective successors and assigns. This Agreement shall apply in full force and effect to any entity or asset, whether acquired before or after this LOA's execution, over which RJI USA, including its successors or assigns, has the power or authority to exercise *de facto* or *de jure* control.

**Miscellaneous.** Nothing in this LOA is intended to excuse RJI USA from its obligations to comply with any and all applicable legal requirements and obligations, including any and all applicable statutes, regulations, requirements, or orders.

RJI USA understands that, upon execution of this LOA by an authorized representative or attorney for RJI USA, the DOJ shall notify the FCC that it has no objection to the FCC's grant of RJI USA's above-referenced application.

RJI USA understands that its failure to fulfill its obligations under this paragraph could constitute a breach of its commitments to DOJ and/or loss or revocation of its FCC Section 214 authorization.

Sincerely,



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Joseph Harness  
Secretary  
Reliance Jio Infocomm USA, Inc.  
February 12, 2016