



March 10, 2020

Assistant Attorney General for National Security  
United States Department of Justice  
National Security Division  
950 Pennsylvania Avenue NW  
Washington, DC 20530

Subject: FCC# ITC-214-20190130-00067  
Application by SORACOM Global, Inc. for authority pursuant to Section 214 of the Communications Act of 1934, as amended, to provide resale services between the United States and permissible international points.

Dear Sir/Madam:

This Letter of Agreement (“LOA”) sets forth the commitments that SORACOM Global, Inc. (“SORACOM”) makes to the U.S. Department of Justice (“USDOJ”) to address national security, law enforcement, and public safety concerns arising from SORACOM’s application to the Federal Communications Commission (“FCC”) requesting authority to provide resale service between the United States and permissible international points pursuant to Section 214 of the Communications Act of 1934, as amended, 47 U.S.C. § 214, and the implementing regulations at 47 C.F.R. § 63.18(e)(1), (2).

SORACOM adopts as true and correct all statements SORACOM or its representatives have made to USDOJ or other Team Telecom agencies and the FCC in the course of the review of the above-referenced application, and it hereby adopts those statements as the basis for this LOA.

**Definitions**

1. For purposes of this LOA, the following definitions apply:
  - a. “Access” means the ability to undertake physically or logically any of the following actions:
    - (i) To read, copy, divert, or otherwise obtain non-public information or technology from or about software, hardware, a database or other system, or a network;
    - (ii) To add, edit, delete, reconfigure, provision, or alter information or technology stored on or by software, hardware, a system or network;  
or

- (iii) To alter the physical or logical state of software, hardware, a system or network.
  
- b. “Call Detail Record” (“CDR”) means the data records or call log records that contain information about each call made by a user and processed by switch, call manager, or call server.
  
- c. “Customer Proprietary Network Information” (“CPNI”) means as set forth in 47 U.S.C. § 222(h)(1).
  
- d. “Date of this LOA” means the date on which SORACOM executes this LOA.
  
- e. “Days” means calendar days unless otherwise specified.
  
- f. “Domestic Communications” or “DC” means:
  - (i) Wire Communications, or Electronic Communications (whether stored or not), from one location within the United States, including its territories, to another location within the United States; or
  - (ii) The U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates or terminates in the United States or its territories.
  
- g. “Domestic Communications Infrastructure” (“DCI”) means:
  - (i) Any SORACOM system that physically is located in the United States, including its territories, including any transmission, switching, bridging, and routing equipment, and any associated software (with the exception of commercial-off-the-shelf (“COTS”) software used for common business functions, *e.g.*, Microsoft Office) used by, or on behalf of<sup>1</sup>, SORACOM to provide, process, direct, control, supervise, or manage DC; and
  
- h. “Electronic Surveillance” means:
  - (i) The interception of wire, oral, or electronic communications as set forth in 18 U.S.C. § 2510(1), (2), (4) and (12), respectively, and electronic surveillance as set forth in 50 U.S.C. § 1801(f);

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<sup>1</sup> The phrase “on behalf of,” as used in this paragraph, does not include entities with which SORACOM has contracted for peering, interconnection, roaming, long distance, wholesale network access, or other similar arrangements.

- (ii) Access to stored wire or electronic communications, as referred to in 18 U.S.C. § 2701 et seq.;
  - (iii) Acquisition of dialing, routing, addressing, or signaling information through pen register or trap and trace devices or other devices or features capable of acquiring such information pursuant to law as set forth in 18 U.S.C. § 3121 et seq. and 50 U.S.C. § 1841 et seq.;
  - (iv) Acquisition of location-related information concerning a subscriber or facility;
  - (v) Preservation of any of the above information pursuant to 18 U.S.C. § 2703(f); and
  - (vi) Access to or acquisition, interception, or preservation of, wire, oral, or electronic communications or information as described in (i) through (v) above and comparable state laws.
- i. “Foreign” means non-United States, or its territories.
- j. “Government” means any government, or governmental, administrative, or regulatory entity, authority, commission, board, agency, instrumentality, bureau or political subdivision, and any court, tribunal, judicial or arbitral body.
- k. “Lawful U.S. Process” means U.S. federal, state, or local court orders, subpoenas, warrants, processes, directives, certificates or authorizations, and other orders, legal process, statutory authorizations and certifications for Electronic Surveillance, physical search and seizure, production of tangible things or Access to or disclosure of Domestic Communications, call-associated data, transactional data, Subscriber Information, or associated records.
- l. “Managed Network Service Provider” or “MNSP” means any third party that has Access to Principal Equipment for the purpose of:
- (i) network operation; provisioning of Internet and telecommunications services; routine, corrective, and preventative maintenance, including switching, routing, and testing; network and service monitoring; network performance, optimization, and reporting; network audits, provisioning, creation and implementation of modifications or upgrades; or
  - (ii) provision of DC or operation of DCI, including: customer support; Operations Support Systems (“OSS”); Business Support Systems (BSS); Network Operations Centers (“NOCs”); information technology; cloud operations/services; 5G (SDN, NFV, Applications); and datacenter services and operations.

m. “Network Operations Center” or “NOC” means any locations and facilities performing network management, monitoring, accumulating accounting and usage data, maintenance, user support, or other operational functions for DC.

n. “Offshore” means performing obligations of this LOA using entities and personnel outside of the territorial limits of the United States, whether those entities or personnel are employees of SORACOM.

o. “Outsource” means, with respect to DC, supporting the services and operational needs of SORACOM at issue in this LOA using contractors or third parties.

p. “Person” means any natural person or legal entity.

q. “Personally Identifiable Information” or “PII” means any information that uniquely identifies and correlates to a natural person or can be used to distinguish or trace a natural person's identity, alone, including his or her name, social security number, or biometric records, or when combined with other personal or identifying information that is linked or linkable to a specific individual, including date and place of birth, or parent's surname, including any “personal identifier information” as set forth in 31 C.F.R. § 800.402(c)(6)(vi)(B).

r. “Principal Equipment” means all primary telecommunications and information network (*e.g.*, wireline, wireless, subsea, satellite, LAN, WAN, WLAN, SAN, MAN, IP, MPLS, FR, Wi-Fi, 3G/4G/LTE, 5G, etc.) equipment (*e.g.*, hardware, software, platforms, OS, applications, protocols) that supports core telecommunications or information services (*e.g.*, voice, data, text, MMS, FAX, video, Internet, OTT, Apps), functions (*e.g.*, network/element management, maintenance, provisioning, NOC, etc.), or operations (*e.g.*, OSS/BSS, customer support, billing, backups, cloud services, etc.), including but not limited to routers, servers, circuit switches or soft-switches, PBXs, call processors, databases, storage devices, load balancers, radios, smart antennas, transmission equipment (RF/Microwave/Wi-Fi/Fiber Optic), RAN, SDR, equalizers/amplifiers, MDF, digital/optical cross-connects, PFE, multiplexers, HLR/VLR, gateway routers, signaling, Network Function Virtualizations, hypervisors, EPC, BSC, BT, or eNodeB.

s. “Security Incident” means:

- (i) Any known or suspected breach of this LOA, including a violation of any approved policy or procedure under this LOA;
- (ii) Any unauthorized Access to, or disclosure of, PII;
- (iii) Any unauthorized Access to, or disclosure of, information obtained from or relating to Government entities; or

- (iv) Any one or more of the following which affect the company's computer network(s) or associated information systems:
  - A. Unplanned disruptions to a service or denial of a service;
  - B. Unauthorized processing or storage of data;
  - C. Unauthorized modifications to system hardware, firmware, or software; or
  - D. Attempts from unauthorized sources to Access systems or data if these attempts to Access systems or data may materially affect company's ability to comply with the terms of this LOA.

t. "Subscriber Information" means any information of the type referred to and accessible subject to the procedures set forth in 18 U.S.C. § 2703(c)(2) or 18 U.S.C. § 2709, as amended or superseded.

u. "Team Telecom" or "Team Telecom Agencies" means the Department of Justice (USDOJ), including the Federal Bureau of Investigation (FBI), the Department of Homeland Security (DHS), and the Department of Defense (DoD).

v. "U.S. Records" means SORACOM's customer billing records, Subscriber Information, PII, CDRs, CPNI, and any other information used, processed, or maintained in the ordinary course of business related to the services offered by SORACOM within the United States, including information subject to disclosure to a U.S. federal or state governmental entity under the procedures set forth in 18 U.S.C. § 2703(c), (d) and 18 U.S.C. § 2709.

## **Personnel**

2. SORACOM agrees to designate and maintain a U.S. law enforcement point of contact ("LEPOC") in the United States who will be subject to prior approval by USDOJ, including the FBI. The LEPOC shall be either a U.S. citizen residing in the United States or its territories or a trusted third-party ("TTP") compliance vendor unless USDOJ otherwise agrees in writing. The LEPOC must be approved by the FBI to receive service of Lawful U.S. 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.

3. SORACOM agrees to provide the LEPOC's PII or the TTP's name and contact information to USDOJ within fifteen (15) days from the Date of this LOA.

4. SORACOM agrees to notify USDOJ, including the FBI, in writing at least thirty (30) days prior to modifying its LEPOC for USDOJ and FBI objection or non-objection.

5. SORACOM agrees that the designated LEPOC 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, will respond to the request no later than five (5) days after receiving such Lawful U.S. Process unless USDOJ grants an extension.

6. SORACOM agrees to implement, either directly or through a vendor or service provider, a process to screen existing or newly hired SORACOM personnel or any personnel of an approved Outsourced or Offshored service provider performing under an agreement with SORACOM. The personnel screening process shall include background investigations, public criminal records checks, or other analogous means to ascertain a person's trustworthiness. SORACOM further agrees to provide USDOJ with a written description of this personnel-screening process no later than sixty (60) days after the Date of this LOA for USDOJ objection or non-objection.

**Lawful U.S. Process, Foreign Access, and Requests for Information**

7. SORACOM agrees to comply with all court orders and Lawful U.S. Process, including process relating to Electronic Surveillance.

8. Upon receipt of any Lawful U.S. Process, SORACOM or its approved TTP agrees to place any and all information responsive to the Lawful U.S. Process within the territorial boundaries of the United States and otherwise provide to the requesting officials, in a manner and time consistent with the Lawful U.S. Process.

9. SORACOM and its approved TTP agrees not to provide, or otherwise allow the disclosure of, or Access to, U.S. Records, Domestic Communications, or any call content or call data information, to any Foreign Government or Foreign Person, without prior written consent of USDOJ, or a court of competent jurisdiction in the United States.

10. SORACOM and its approved TTP agree not to disclose the receipt of Lawful U.S. Process, or compliance with Lawful U.S. Process, to any Foreign Government, or any person not authorized under the Lawful U.S. Process, without prior written consent of USDOJ, or a court of competent jurisdiction in the United States.

11. SORACOM or its approved TTP agree to refer any requests for information described in Paragraph 9 from a Foreign Person, or a Foreign Government, including any legal process from a Foreign Government, to USDOJ as soon as possible, but in no event later than five (5) days after such a request, or legal process, is received by, or made known to, SORACOM, unless disclosure of the request, or legal process, would be in violation of U.S. law, or in violation of an order of a court of competent jurisdiction in the United States.

12. SORACOM and its TTP agree not to comply with such requests from Foreign Governments and Foreign Persons without prior written consent of USDOJ, or an order of a court of competent jurisdiction in the United States.

13. SORACOM and its TTP agree to ensure that U.S. Records are not subject to mandatory destruction under any Foreign laws.

**Reporting Incidents and Breaches**

14. SORACOM agrees to report to USDOJ promptly if it learns of information that reasonably indicates:

- a. A Security Incident;
- b. Unauthorized Access to, or disclosure of, any information relating to services provided by SORACOM, or referring or relating in any way to SORACOM's customers in the United States or its territories;
- c. Any unauthorized Access to, or disclosure of, Domestic Communications in violation of federal, state, or local law; or
- d. Any material breach of the commitments made in this LOA.

15. SORACOM agrees to require any third-party service provider to disclose to SORACOM any data breach of any U.S. Records, or any loss of U.S. Records, whether from a data breach, or other cause, within 48 hours of the third party discovering the breach or loss.

16. SORACOM agrees to notify USDOJ, including the points of contact (POC) listed in Paragraph 23, in writing of any of the Security Incidents or breaches described in Paragraphs 14 or 15 of this LOA. The notification shall take place no later than fifteen (15) days after SORACOM or any third party providing Outsourced or Offshored services to SORACOM discovers the incident, intrusion, or breach has taken or is taking place, or sooner when required by statute or regulations.

17. SORACOM agrees to notify the FBI and U.S. Secret Service as provided in Section 64.2011 of the Federal Communications Commission's rules within seven (7) business days after reasonable determination that a person without authorization, or in exceeding their authorization, has gained Access to, used, or disclosed CPNI, or that of a third party used by SORACOM, and shall electronically report the matter to the central reporting facility through the following portal:

<https://www.cpnireporting.gov/cpni/content/disclaimer.xhtml?dswid=8089>

### **Outsourced and Offshored Service Providers**

18. SORACOM agrees to notify USDOJ in writing no less than thirty (30) days prior to the use of any new Outsourced or Offshore service providers, including but not limited to services provided for:

- a. MNSP services;
- b. NOC(s);
- c. Network maintenance services;
- d. Billing or customer support services;
- e. Any operation or service that could potentially expose the DCI, Domestic Communications, or U.S. Records to include CPNI such as CDRs; and

- f. Deploying any network elements, hardware, software, core network equipment, and network management capabilities that are owned, managed, manufactured, controlled by, or subject to the influence or direction of a Foreign Government.

USDOJ agrees to object or non-object to any new Outsourced or Offshore service providers, within thirty (30) days of receiving notice.

### **Change in Ownership and Service Portfolio**

19. SORACOM agrees to provide USDOJ notice of any changes to its business, including corporate structure changes, ownership changes, corporate name changes, business model changes, corporate headquarter location changes, business operation location changes, or any other material changes to SORACOM's business no less than thirty (30) days in advance of such change.

20. SORACOM agrees to provide USDOJ notice of any materials change to its current portfolio of services offering, including offers of other services beyond its current portfolio, no less than thirty (30) days in advance of such change for USDOJ objection or non-objection.

### **Consumer Equipment**

21. SORACOM agrees to provide to USDOJ no later than (30) days after the date of this LOA a list of each model of modem that SORACOM advertises, sells, or otherwise makes available to customers in the United States for USDOJ approval or disapproval. This list shall include, for each type of modem:

- a. The description of the modem;
- b. The model number of the modem;
- c. The manufacturer of the modem; and
- d. The country of manufacture of the modem.

22. SORACOM agrees to provide USDOJ notice of any new model of modem that SORACOM intends to advertise, sell, or otherwise make available to customers in the United States no less than thirty (30) days in advance of advertising, selling, or otherwise making available such modem to customers in the United States. Such notice shall include all of the information required in Paragraph 9(a-d).

### **Annual Report**

23. SORACOM agrees to provide an annual report to USDOJ regarding its compliance with this LOA, to include:

- a. Certification that there were no changes (where no changes were reported to USDOJ during the preceding year);
- b. Recertification of the services that SORACOM provides or confirmation that no additional services are being offered;



- c. Report(s) of any occurrences of Security Incidents including but not limited to cyber-security incidents, network and enterprise breaches, and unauthorized Access to U.S. Records;
- d. Recertification of any Outsourced or Offshored service providers that SORACOM uses or confirmation that SORACOM is not using any Outsourced or Offshored service providers;
- e. Recertification of the types of modems that SORACOM advertises, sells, or otherwise makes available to customers in the United States;
- f. A re-identification of the name of and contact information of the LEPOC; and
- g. Notifications regarding any other matter of interest to this LOA.

The annual report will be due each calendar year beginning one (1) year from the Date of this LOA. SORACOM agrees to send electronic copies of the annual report and all notices and communications required under this LOA to the following individuals or any other individuals that DOJ identifies to Gamma in the future: Lee Licata, USDOJ (at [Lee.Licata@usdoj.gov](mailto:Lee.Licata@usdoj.gov)); Loyaan Egal, USDOJ (at [Loyaan.Egal@usdoj.gov](mailto:Loyaan.Egal@usdoj.gov)); Eric Johnson (at [Eric.S.Johnson@usdoj.gov](mailto:Eric.S.Johnson@usdoj.gov)) and FIRS Team (at [FIRS-TT@usdoj.gov](mailto:FIRS-TT@usdoj.gov)).

### **Miscellaneous**

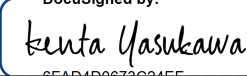
24. SORACOM agrees to permit USDOJ's requests for site visits and approve all requests to conduct on-site interviews of SORACOM employees.

25. SORACOM agrees to negotiate in good faith and promptly with USDOJ if USDOJ finds that the terms of this LOA are inadequate to resolve any national security, law enforcement, or public safety concerns.

26. SORACOM agrees that in the event that it fails to comply with a material commitment set forth in this LOA, to include conduct contrary to timely USDOJ objection to any notice submitted pursuant to this LOA, USDOJ may request the FCC modify, condition, revoke, cancel, terminate or render null and void any relevant license, permit, or other authorization granted by the FCC to SORACOM or its successors-in-interest in addition to pursuing any other remedy available at law or equity.

27. SORACOM understands that, upon execution of this LOA by an authorized representative or attorney, or shortly thereafter, USDOJ agrees to notify the FCC that it does not object to the FCC's consent to SORACOM's application.

Sincerely,

DocuSigned by:  
  
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Kenta Yasukawa, CEO  
Date: March 10, 2020  
**SORACOM Global, Inc.**