



January 9, 2011

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Re: Cypress Communications Operating Company, LLC  
Application for Authority to Transfer Control of Company Holding  
International and Blanket Domestic Section 214 Authority

WC Docket No. 10-216  
IB File No. ITC-T/C-20101015-00413

Sirs:

This letter of assurances (“LOA”) outlines the commitments made by The Broadvox Holding Company, LLC, Broadvox, Inc., and their subsidiaries (collectively “Broadvox”) to the U.S. Department of Justice (“DOJ”) and the U.S. Department of Homeland Security (“DHS”) (collectively, the “USG Agencies”) with respect to the transfer of control of Cypress Communications Operating Company, LLC (“Cypress”) and TechInvest Holding Company, Inc. (“THC”) from Arcapita Bank B.S.C. (c) and its subsidiaries and affiliates (“Arcapita;” for the purposes of this LOA, “Arcapita” shall include employees, contractors, representatives, and agents of Arcapita) to Broadvox as described in the applications before the Federal Communications Commission (“FCC”) that are captioned above (“Applications”). These commitments are intended to address the national security, law enforcement, and public safety concerns that the USG Agencies believe are presented by the proposed transaction.

Broadvox is providing this LOA on the express understanding that, promptly upon execution of the LOA, the USG Agencies will notify the FCC that they have no objection to the FCC's grant of the Applications, and will request that the FCC's grant of the Applications be made subject to this LOA and its resolution of issues relating to national security, law enforcement, and public safety. Broadvox has agreed to provide this LOA to the USG Agencies to address issues raised by the USG Agencies, and to jointly petition the FCC to condition the requested authorization on compliance with this LOA.

Assuming the Applications are granted and control of Cypress is transferred to Broadvox per the terms of the Applications, Broadvox undertakes to comply with the following commitments to the USG Agencies:

1. Broadvox has designated Pete Sandrev as a security officer ("Security Officer"), and agrees to maintain a Security Officer within the United States who is a resident U.S. citizen with the primary responsibility for carrying out Broadvox's assurances in this LOA. The Security Officer shall have appropriate knowledge and ability to design and implement a security program to implement the terms of this LOA consistent with industry best practices. Broadvox will notify the USG Agencies of any change in the Security Officer within five (5) business days of such change. Broadvox shall cooperate with any request by a U.S. government authority that a background check be completed for a designated Security Officer.

2. If any employee of Broadvox acquires any information that reasonably indicates that any foreign government, any foreign government-controlled entity, or any foreign entity (including but not limited to Arcapita) ("Foreign Person"):

- (a) plans to participate or has participated in any aspect of the management of Broadvox, or
- (b) plans to exercise or has exercised any control or undue influence over Broadvox

then such employee shall promptly notify the Security Officer, who, in turn, shall promptly notify the USG Agencies in writing of the timing and the nature of the Foreign Person's plans and/or actions.

3. The Security Officer shall certify in writing no later than March 31, 2011, and annually thereafter, that, except for any notice provided under the previous paragraph, no Foreign Person:

- (a) plans to participate or has participated in any aspect of the management of Broadvox, or
- (b) plans to exercise or has exercised any control or undue influence over Broadvox.

4. If any member of the management of Broadvox acquires any information that reasonably indicates that Arcapita has or will likely obtain an ownership interest (direct or indirect) in Broadvox or its successors or assigns, as determined in accordance with 47 C.F.R. § 63.09, then such member shall promptly notify the Security Officer, who, in turn, shall promptly

notify the USG Agencies in writing; provided, however, that there shall be no obligation to notify the USG Agencies of any ownership interest acquired or to be acquired by Arcapita if such ownership interest is subject to immediate purchase by Broadvox or its designee and is in fact purchased by Broadvox or its designee immediately after the acquisition of such ownership interest by Arcapita.

5. Nothing in this LOA is intended to excuse Broadvox from any obligation to comply with U.S. legal requirements for the retention, preservation, or production of information, records or data, or from any applicable requirements of the Communications Assistance for Law Enforcement Act, 47 U.S.C. § 1001 *et seq.*, or to comply with lawful U.S. process; nor shall it constitute a waiver of: (a) any obligation imposed by any U.S. Federal, state or local laws on Broadvox; (b) any enforcement authority available under any U.S. or state laws; (c) the sovereign immunity of the United States; or (d) any authority the U.S. government may possess (including without limitation authority pursuant to the International Emergency Economic Powers Act, 35 U.S.C. § 1701 *et seq.*) over the activities of Broadvox located within or outside the United States. Broadvox employees in the United States will have unconstrained authority to comply, in an effective, efficient, and unimpeded fashion, with lawful U.S. process. Nothing in this LOA is intended, or is to be interpreted, to require Broadvox to violate any applicable U.S. law. Likewise, nothing in this LOA limits the right of the U.S. government to pursue criminal sanctions or charges against Broadvox, and nothing in this LOA provides Broadvox with any relief from civil liability.

6. If, after the date that Broadvox has executed this LOA, the USG Agencies find that the terms of this LOA are inadequate to address national security, law enforcement, or public safety concerns, then Broadvox will negotiate in good faith to modify this LOA to address those concerns. Conversely, Broadvox is providing this LOA on the express understanding that the USG Agencies agree to promptly negotiate in good faith with respect to any request by Broadvox for relief from the application of specific provisions of this LOA if those provisions become unduly burdensome or adversely affect the competitive position of Broadvox. Notwithstanding the foregoing, the USG Agencies reserve the right to object, formally or informally, to the grant of any other FCC application or petition of Broadvox for a license or other authorization under the Cable Landing License Act, 47 U.S.C. § 34 *et seq.*, or Titles II and III of the Communications Act of 1934, as amended, 47 U.S.C. § 151 *et seq.*, and to seek additional or different terms that would, consistent with the public interest, address any threat to the ability of the United States to enforce the laws, preserve the national security and protect the public safety raised by the services and transactions underlying any such application or petition.

7. Broadvox is providing this LOA on the express understanding that all notices and information provided to the USG Agencies pursuant to this LOA shall be treated as confidential business information exempt from disclosure under the Freedom of Information Act, 5 U.S.C. § 552(b)(4).

8. This LOA shall inure to the benefit of, and shall be binding upon, Broadvox and its respective parent companies, successors, assigns, subsidiaries, and affiliates.

9. All correspondence to the USG Agencies under this LOA will be directed to the addressees at the addresses provided on the first page of the LOA. In addition, a courtesy electronic copy of all notices and communications will be forwarded to [telecom@usdoj.gov](mailto:telecom@usdoj.gov) and [IP-FCC@dhs.gov](mailto:IP-FCC@dhs.gov).

10. The commitments set forth in this LOA shall not be binding on Broadvox unless the Applications are granted and control of Cypress is transferred to Broadvox per the terms of the Applications.

Sincerely,



Andre Temnorod, CEO  
The Broadvox Holding Company, LLC; Broadvox,  
Inc., and their subsidiaries