tampnet

June 8, 2016

Mr. John Carlin
Assistant Attorney General for National Security
U.S. Department of Justice
National Security Division
950 Pennsylvania Avenue, NW
Washington, DC 20530
ttelecom@usdoj.gov

Re: Pending Application with the Federal Communications Commission by Tampnet Inc. for Authority To Provide Global Or Limited-Global Facilities-Based Service And Global Or Limited-Global Resale Services Between The U.S. And All Authorized International Points (FCC File Nos. ITC-214-20150901-00218; ISP-PDR-20150507-00003; WT Docket No. 15-255; TT 15-62/63)

Dear Mr. Carlin,

This Letter of Agreement ("LOA" or "Agreement") outlines the commitments made by Tampnet Inc. ("Tampnet") 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 raised with regard to Tampnet's application ("Application") to the Federal Communications Commission ("FCC" of "Commission") for authority pursuant to Section 214 of the Communications Act of 1934, as amended, to provide global or limited global resale authority to all available international points under Section 63.18(e) of the Commission's rules.[1]

Tampnet is a Delaware corporation headquartered in the United States ("U.S."), at 220 Burgess Drive, Suite 4, Broussard, LA 70518. It is a wholly owned subsidiary of Tampnet, AS ("Tampnet AS"), a Norwegian limited liability company that provides low latency, high capacity communication services to offshore installations in the North Sea near Norway and the United Kingdom. Tampnet AS provides service to over 100 oil and gas platforms, floating production storage and offloading units and exploration rigs utilizing fiber backbone cables, radio links and LTE (4G) technology.

On August 1, 2014, Tampnet consummated a transaction in which it acquired a non-common carrier wireless service and 38 private carrier microwave licenses ("the

[1] 47 U.S.C. § 214; 47 C.F.R. § 63.18.

address:
220 Burgess Drive Suite 4
Broussard LA 70518

website:
www.tampnet.com

Licenses") from AirTap Communications, LLC.[2] Because the Licenses acquired from AirTap were not operated on a common carrier basis, Section 310(b) was not implicated when the Commission approved Tampnet's acquisition of the Licenses in 2014. Tampnet uses the Licenses to operate a high speed, multi-point broadband network in the Gulf of Mexico and adjacent coastal areas to provide communications services to customers on a non-common carrier basis in the energy industry.

As of the date of this LOA, Tampnet does not operate in the U.S. as a common carrier, and therefore is seeking the above-described relief in the Application. Upon receiving authority from the FCC to operate as a common carrier and acquire common carrier licenses, as proposed in applications pending before the Federal Communications Commission,[3] Tampnet will provide innovative wireless products and services in the Gulf of Mexico to serve the unique needs of customers in that region.

Security Policy. Tampnet agrees that, within sixty (60) calendar days of the signing of this Agreement, Tampnet will submit to DOJ a U.S. Security Policy ("Security Policy"), which shall be subject to DOJ Review and Non-Objection. Tampnet shall implement this Security Policy and any underlying measures necessary for compliance with the Security Policy within forty-five (45) calendar days of DOJ's Review and Non-Objection. Such Security Policy shall at a minimum:

- Provide for a Storage Policy for all U.S. Records[4] that will detail Tampnet's plan to store in the U.S. either originals or copies of originals of all U.S. Records.[5] Such Storage Policy shall be subject to DOJ Review and Non-Objection,[6] and must be

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[2] See ULS File No. 0006297445 (FCC Form 603 seeking Commission consent to the assignment of thirty-seven Microwave Industrial/Business Pool licenses and one 3650-3700 MHz license) (action date Aug 13, 2014).

[3] *See* FCC Public Notice, DA 15-1211 (Oct. 23, 2015). The Public Notice identifies the following applications before the FCC in WT Docket No. 15-255 as follows: Sec. 310 applications, comprised of File Nos. 0006888586 (designated lead app.), 7035CLNL15, 0006893367, SES-ASG-20150828-00555, SES-ASG-20150828-00565; Sec. 214 application File No. ITC-214-20150901-00218; and, Sec. 310(b)(4) Petition for Declaratory Ruling, File No. ISP-PDR-20150507-00003.

[4] "U.S. Records," as used in this Agreement, means Tampnet customer billing records, subscriber information, and any other material information used, processed, or maintained in the ordinary course of business relating to the services offered by Tampnet in the U.S. as described herein, including the content of communications recorded by Tampnet (i.e., mobile voice, SMS, and data (plus voicemail) services). 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.

[5] Tampnet may rely upon the use of a U.S. Trusted Third Party outsourcing partner to implement Tampnet's storage of U.S. Records in the United States. Such Trusted Third Party shall be subject to prior DOJ Review and Non-Objection.

[6] Tampnet initially will submit its Storage Policy to DOJ at the same time as the Security Policy's submittal to DOJ, within 60 days of this Agreement's execution. Thereafter, Tampnet will submit to DOJ any proposed material change to the Storage Policy at least 60 days prior to the date of the proposed change, with the understanding that such proposed material change is subject to DOJ Review and Non-Objection.

conducted and maintained pursuant to industry standards within the U.S. for data and information security.

- Provide for a Remote Access Policy that will describe the current, and anticipated future, terms of physical and virtual access available to non-U.S. citizen personnel employed by Tampnet AS at the Norway Network Operations Center ("Norway NOC"). Such Remote Access Policy shall be subject to DOJ Review and Non-Objection.
- Provide measures to ensure that Tampnet, Tampnet AS, and affiliates comply with U.S. law regarding the unauthorized collection, interception, storage, or use of U.S. Records and U.S. Domestic Communications[7] and such additional measures as are necessary and appropriate (as determined by Tampnet) to ensure that there is otherwise no unauthorized access (i.e., contrary to U.S. law) to such U.S. Records.
- Provide, at all times, for 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 by U.S. federal, state, and local law enforcement agencies ("Lawful U.S. Process").
- Provide that Tampnet will give notice of its POC to DOJ for Review and Non-Objection within fourteen (14) calendar days of the date that Tampnet receives an international telecommunications certification from the FCC for the purposes identified above, and further provide that Tampnet will give DOJ at least thirty (30) calendar days prior notice of any change to its POC, who will be subject to DOJ Review and Non-Objection.
- Provide 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 (5) business days after receiving such Lawful U.S. Process.
- For purposes of this Agreement, provide for a U.S. Security Officer, preferably a U.S. citizen, who shall be subject to DOJ Review and Non-Objection. This person shall be responsible for ensuring compliance with this Agreement and will act as a point of contact regarding this LOA with DOJ.[8]
- Provide that Tampnet will give notice of its U.S. Security Officer to DOJ [for Review and Non-Objection within forty-five (45) calendar days of receiving DOJ's Review and Non-Objection to Tampnet's Security Policy, and further provide that

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[7] "Domestic Communications" as used in this Agreement means: (1) Wire Communications or Electronic Communications (whether stored or not) from one U.S. location to another U.S. location; and (b) the U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates or terminates in the United States. "Electronic Communication" has the meaning given it in 18 U.S.C. § 2510(12). "Wire Communication" has the meaning given it in 18 U.S.C. § 2510(1).

[8] The Security Officer may be the same individual as the POC, at Tampnet's discretion.

Tampnet will give DOJ at least thirty (30) calendar days prior notice of any change to its U.S. Security Officer, who will be subject to DOJ review and non-objection.

- Provide that the Security Officer will have sufficient authority and ability to comply with all aspects of this Agreement and the Security Policy.
- Provide for the timely delivery to DOJ, when requested, of accompanying procedures and/or process flow charts for the implementation of Lawful U.S. Process on Tampnet's U.S. networks.[9]
- Require timely delivery to DOJ, when requested,[10] of Lawful U.S. Process-related documentation, including process-flow charts, policy documents, network diagrams, architectures, equipment lists, personnel, and any other information relating to Tampnet's U.S. networks that DOJ may deem reasonably appropriate for purposes of this Agreement.
- Require the immediate and anonymous reporting of any known or suspected violation of this Agreement to the Security Officer, who shall promptly report any known or suspected violations of this Agreement to DOJ.
- Provide that the Security Officer will promptly report to DOJ, within at least fourteen (14) calendar days of occurrence, any act of compromise of Lawful U.S. Process or access to call-identifying information to unauthorized persons or entities, or any act of unlawful electronic surveillance occurring on Tampnet's premises or via electronic systems under Tampnet's control.
- Provide that Tampnet will seek DOJ's Review and Non-Objection beforehand if, in the future, any storage or access location for U.S. Records is planned to be transferred and/or newly established outside of the U.S. or Norway.

Within fourteen (14) calendar days of Tampnet's implementation of and compliance with the DOJ-approved Security Policy and its underlying measures, including implementation of and compliance with the DOJ-approved Storage Policy, Tampnet will submit to DOJ a certification of such implementation and compliance. Tampnet also will provide DOJ at least sixty (60) calendar days notice of any material proposed change to the Security Policy, with the understanding that such proposed material change is subject to DOJ Review and Non-Objection. Tampnet also will submit to DOJ a certification of implementation of, and compliance with, any changes to the Security Policy and/or Storage Policy (such changes already having been approved by DOJ) within fourteen (14) days of such implementation.

Tampnet agrees that it will fully comply with the Security Policy described above, and Tampnet AS agrees that it will fully support Tampnet's compliance with this Agreement and take all steps necessary to support Tampnet's compliance with this Agreement. Tampnet also agrees to ensure that U.S. Records (as herein defined and

[9] Delivery of such materials may be through a Trusted Third Party, at Tampnet's discretion.

[10] Delivery of such materials may be through a Trusted Third Party, at Tampnet's discretion.

described) are not made subject to mandatory destruction under any foreign laws, and Tampnet AS agrees to ensure that such records are not made subject to mandatory destruction under any foreign laws.

Further, Tampnet and Tampnet AS both agree that they will not directly or indirectly disclose or permit disclosure of or access to U.S. Records or Domestic Communications, or to 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 or authority if the purpose of such disclosure or access is to respond to a legal process or request on behalf of a non-U.S. government[11] without first satisfying all applicable 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. Any such requests for legal process submitted by a non-U.S. government to Tampnet seeking disclosure of or access to U.S. Records or Domestic Communications, or to 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 shall be referred to DOJ as soon as possible, but in no event later than ten (10) business days after such request or legal process is received by or made known to Tampnet AS or Tampnet unless disclosure of the request or legal process would be in violation of any applicable law or a court order.

Lawful U.S. Process. Tampnet shall take all practicable and lawful steps to configure their Domestic Communications Infrastructure[12] ("DCI") such that Tampnet is capable of complying, and Tampnet employees in the United States will have unconstrained authority to comply, in an effective, efficient, and unimpeded fashion, with Lawful U.S. Process, the Communications Assistance for Law Enforcement Act ("CALEA"), the orders of the President in the exercise of his/her authority under the Constitution, federal statutes and regulations, and other executive authorities, to include, without limitation, Section 706 of the Communications Act of 1934, as amended (47 U.S.C. § 606), Section 302(e) of the Aviation Act of 1958 (49 U.S.C. § 40107(b)) and Executive Order 11161 (as amended by Executive Order 11382), and National Security and Emergency Preparedness rules, regulations and orders issued pursuant to the Communications Act of 1934, as amended (47 U.S.C. § 151 *et seq.*).[13] Tampnet will provide notice of any material change in its lawful intercept capabilities to DOJ within

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[11] The term "non-U.S. government" means any government, including an identified representative, agent, component or subdivision thereof, that is not a recognized local, state, or federal government agency in the United States.

[12] "Domestic Communications Infrastructure" ("DCI"), as used in this agreement, means (1) the transmission and switching equipment (including hardware, software, and upgrades) used by or on behalf of Tampnet to provide, process, direct, control, supervise of manage Domestic Communications; and (2) facilities and equipment used by or on behalf of Tampnet that are physically located in the United States.

[13] Consistent with current law, Tampnet may ensure compliance with these standards through reliance on a Trusted Third Party provider.

thirty (30) calendar days of such change, and will certify its compliance with CALEA no more than sixty (60) calendar days following its notice to DOJ of any material new facilities, services, or capabilities.

Operations and Equipment. Tampnet agrees to provide DOJ within sixty (60) calendar days of the granting of its application a complete list of all material third party suppliers, including but not limited to foreign contractors, off-shored service providers, equipment manufacturers, and foreign nationals, authorized to access Tampnet's DCI and customer information.

Tampnet agrees that within sixty (60) calendar days of the filing of this LOA with the FCC, and thereafter within thirty (30) calendar days upon request from the DOJ, Tampnet shall provide to the DOJ a List of material Principal Equipment ("Principal Equipment" or "PEL").[14] 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 Tampnet personnel to install, operate, manage, or maintain the Principal Equipment.

Tampnet further agrees to provide DOJ sixty (60) calendar days prior notice of any intention to deploy or install any Principal Equipment., including but not limited to, etc. from foreign based, non-publicly traded companies. Such intention shall be shall be subject to DOJ Review and Non-Objection.

Outsourcing. Tampnet and Tampnet AS agree to provide DOJ with at least sixty (60) calendar days' prior notice of any intention to outsource and/or off-shore any network-related services, including but not limited to Network Operations Center ("NOC") operations and/or services, customer support services, network maintenance, remote access to network elements or databases (e.g., call detail records ("CDRs"), customer proprietary network information ("CPNI"), etc.), and any access to Domestic Communications. Such intention shall be subject to DOJ Review and Non-Objection.

Change in Ownership. Tampnet will inform the DOJ within thirty (30) calendar days after any change in Tampnet's ownership involving the addition of any person holding a 10% or more indirect voting or equity interests in Tampnet Inc. Tampnet's

[14] 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. Furthermore, Principal Equipment shall include major network equipment, including but not limited to softswitches, gateway routers, session border controllers, network management elements, call servers, call agents, Session Initiation Protocol ("SIP") servers, Media Gateway Controller ("MGC"), Quality of Service ("QoS") Server, Signaling equipment, Application Programming Interface ("API") Servers, Home Location Register ("HLR"), Visitor Location Register ("VLR"), Radio Access Network ("RAN").

notice will include the names of the individuals acquiring the disclosable interest and the precise percentage of indirect voting or equity ownership interest. Tampnet also will notify the DOJ in the event that any two or more transactions within a six month period result in a person who previously did not own or control, directly or indirectly, a 10% or greater interest in the Applicant acquiring a 10% or greater direct or indirect interest in the applicant. Tampnet will also provide notice if any persons of particular nationality (specifically, any persons from Iran, Syria, Cuba, North Korea, Sudan, or China) acquire 10% or greater ownership interests, either direct or indirect in Tampnet. Tampnet will also agree to screen all natural and legal persons holding a 10% or greater direct or indirect ownership interest against the Specially Designated Nationals List currently maintained by the Department of Treasury.

Review and Non-Objection. In the event DOJ objects to any information that Tampnet submits to DOJ for Review and Non-Objection under this Agreement (including but not limited to notifications relating to Trusted Third Party partners, lawful intercept capabilities, the Security Policy, the Storage Policy, the Remote Access Policy, the POC, the Security Officer, Operations and Equipment, and Outsourcing), DOJ shall notify Tampnet in writing within forty-five (45) calendar days. Written objections may be satisfied through electronic mail, certified mail, or first class mail. If DOJ does not raise an objection within such time period, DOJ will be deemed to have no objection to the event, which will be implemented by Tampnet as expeditiously as possible.

Good Faith. Tampnet and Tampnet AS agree to negotiate in good faith and promptly with the DOJ if the DOJ finds that the terms of this Agreement or the Security Policy are inadequate to resolve any national security, law enforcement, or public safety concerns. The DOJ agrees to negotiate in good faith and promptly with respect to any request by Tampnet or Tampnet AS for modification of this Agreement if the obligations imposed on Tampnet or Tampnet AS under this Agreement become unduly burdensome to Tampnet or Tampnet AS or adversely affect Tampnet or Tampnet AS's competitive position or ability to sell the business, or are substantially more restrictive than those imposed on other U.S. and foreign licensed service providers in like circumstances in order to protect U.S. national security, law enforcement, or public safety concerns.

DOJ Visits and Inspections. Upon reasonable notice and during reasonable business hours, the DOJ may visit and inspect any part of Tampnet's DCI, secure facilities, corporate offices in the United States, and such other facilities that the parties and DOJ may agree upon in writing are relevant to this Agreement for the purpose of verifying compliance with the terms of this Agreement. Tampnet may have appropriate Tampnet employees accompany DOJ representatives throughout any such inspection.

Annual Certification. In addition, Tampnet and Tampnet AS both individually agree to submit yearly certifications to DOJ regarding the compliance of each company with this Agreement, to include certifications that neither the Security Policy nor the Storage Policy changed in any material way (where no changes were notified to and approved by DOJ, and implemented by Tampnet, during the preceding year), statements

regarding Tampnet's compliance, in all material respects, with CALEA or lack of a requirement to comply with CALEA, and notifications regarding any matters of interest to this Agreement. These annual certifications will be due on the yearly anniversary of signing of this Agreement. Tampnet and Tampnet AS may satisfy the certification requirements of this provision by submitting either written correspondence, or an electronic mail message, to the persons identified below certifying to continuing compliance with the terms of this LOA.

Further, for purposes of this Agreement, notification to DOJ will be via first-class or certified mail or electronic mail, and will be 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, Foreign Investment Review Staff
Electronic mail (e-mail): ttelecom@usdoj.gov

Courtesy electronic copies of all notices and communications also will be sent to the following, or to those individuals identified to Tampnet and Tampnet AS by DOJ in the future: Hunter Deeley of the DOJ (at hunter.deeley@usdoj.gov) and Richard Sofield of the DOJ (at richard.sofield2@usdoj.gov).

Further, for purposes of this Agreement, notification to Tampnet will be via first-class or certified mail or electronic mail, and will be addressed to the following:

Tampnet Inc.
220 Burgess Drive, Suite 4
Broussard, LA 70518
Attn.: David Heximer,
Email: contractsus@tampnet.com

Tampnet AS
Hinna Park, Stadionblokk C
Jattavagavein 7
N-4020 Stavanger
Norway
Attn.: Per Helge Svensson
Email: info@tampnet.com

With a copy to:
K.C. Halm
Adam Shoemaker
Davis Wright Tremaine LLP

1919 Pennsylvania Ave. NW, 800
Washington, D.C. 20006

Breach. Tampnet and Tampnet AS agree that, in the event that the commitments set forth in this Agreement are breached, in any material respect, in addition to any other remedy available at law or equity, 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 Tampnet or any successors-in-interest. Nothing herein shall be construed to be a waiver by Tampnet 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, Tampnet and Tampnet AS 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 Tampnet and Tampnet AS, including their successors or assigns, have the power or authority to exercise *de facto* or *de jure* control.

Miscellaneous. Nothing in this letter is intended to excuse Tampnet from its obligations to comply with any and all applicable legal requirements and obligations, including any and all applicable statutes, regulations, requirements, or orders. The Parties may amend, revise or terminate this agreement upon mutual written consent.

Tampnet understands that, upon execution of this letter by an authorized representative or attorney for Tampnet, or shortly thereafter, DOJ shall notify the FCC that it has no objection to the FCC granting Tampnet's above-identified application with the FCC, subject to the conditions expressed in this Agreement.

[***Remainder of this page intentionally left blank.***]

Sincerely,

David Heximer
Chief Executive Officer
Tampnet Inc.

Per Helge Svensson
Chief Executive Officer
Tampnet AS

cc: Hunter Deeley
Attorney
Foreign Investment Review Staff
National Security Division
U.S. Department of Justice
hunter.deeley@usdoj.gov

Richard Sofield
Director
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K.C. Halm
Davis Wright Tremaine LLP
1919 Pennsylvania Ave., NW Suite 800
Washington, D.C. 20006
kchalm@dwt.com

Receipt acknowledged as of the date first written below.

United States Department of Justice

By: _____

Printed name: Richard C. Sofield

Title: Director, Foreign Investment Review Staff

Date: 6/10/16