

Amendment No. 1

THIS AMENDMENT NO. 1 (hereinafter "Amendment") to the Agreement dated August 7, 2001 ("Agreement"), by and between Stratos Communications, Inc. (previously MarineSat Communications Network, Inc.), and Stratos Mobile Networks (USA) LLC (collectively, "Stratos Parties") and the Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI") (collectively with the Stratos Parties, "the 2001 Signatories"), a copy of which is attached as Exhibit A, is hereby agreed by and between the 2001 Signatories, Robert M. Franklin ("Trustee"), CIP Canada Investment Inc. ("CIP Canada"), Stratos Mobile Networks, Inc. and the Department of Homeland Security ("DHS") (collectively "the 2007 Signatories"). This Amendment is effective as of the date of the last signature hereto ("Effective Date").

WHEREAS the 2001 Signatories desire to enter into this Amendment to add parties to the Agreement, to add commitments by the Trustee and CIP Canada in connection with a proposed transaction to be effective if such transaction is consummated, and to clarify the obligations of all signatories under the Agreement, as of the Effective Date;

WHEREAS CIP UK Holdings Limited ("CIP UK"), its subsidiary CIP Canada, and Stratos Global Corporation ("Stratos Global") have entered into a Plan of Arrangement effective March 19, 2007, which provides that upon receipt of regulatory approvals including by the FCC, all of the issued and outstanding shares of Stratos Global will be transferred to a Canadian trust created by CIP Canada;

WHEREAS CIP Canada and the Trustee have entered into a Trust Agreement effective April 2, 2007, which provides for an irrevocable trust ("Trust") giving the Trustee legal title to the Stratos Global shares, until either the dissolution of the Trust, or the removal of the Trustee and replacement by a successor at the election of CIP Canada following (i) a finding by an independent party that the Trustee has engaged in malfeasance, criminal conduct, or wanton or willful neglect, or (ii) a judgment of incompetence by a court of competent jurisdiction, either of which would require regulatory approval;

WHEREAS the Trust Agreement also provides that the Trustee has a fiduciary duty to manage the Stratos Global shares for the benefit of CIP Canada, that the Trustee does not have authority to sell, transfer, assign, or otherwise dispose of the Stratos Global shares during the trust period, that CIP Canada will have no legal control over, or operational responsibility for, Stratos Global prior to the dissolution of the Trust, and whereas the Stratos Global Board of Directors and Stratos management retain operational responsibility for Stratos Global notwithstanding the Trust Agreement and the Plan of Arrangement; and

WHEREAS, the Trust Agreement provides that, subject to receipt of regulatory approval, the Trust will dissolve on or before April 14, 2009 and the Trustee will transfer legal title to the Stratos shares to CIP Canada, or to a third party in the event Inmarsat Finance does not exercise its call option to acquire CIP UK.

NOW, THEREFORE, in consideration of the promises, terms and conditions of this

Amendment, and for other consideration, receipt of which is hereby acknowledged, the 2007 Signatories hereby agree as follows:

SECTION 1. This Amendment is entered into pursuant to Section 7.7 of the Agreement.

SECTION 2. The Agreement shall be amended as of the Effective Date such that Stratos Mobile Networks, Inc. is hereby added as a signatory and party to the Agreement with all of the full rights, benefits and obligations of the Stratos Parties.

SECTION 3. The Agreement shall be amended as of the Effective Date such that DHS is hereby added as a signatory and party to the Agreement with all the rights, benefits and obligations of DOJ and FBI.

SECTION 4. During the period between the Effective Date and either the dissolution of the Trust or the resignation or removal of Trustee, Trustee undertakes the obligation not to interfere with or impede the ability of the Stratos Parties or Stratos Mobile Networks, Inc. to discharge their obligations under the Agreement.

SECTION 5. During the period between the Effective Date and the purchase of the issued and outstanding shares of Stratos Global by a third party, pursuant to regulatory approval, CIP Canada undertakes the obligation not to interfere with or impede the ability of the Stratos Parties or Stratos Mobile Networks, Inc. to discharge their obligations under the Agreement.

SECTION 6. The Agreement shall be amended as of the Effective Date, to modify Section 7.12 by adding the following addresses:

Department of Homeland Security
Assistant Secretary for Policy
Email: ip-fcc@dhs.gov

Robert M. Franklin, Trustee
34 Plymbridge Crescent
Willowdale, Ontario
M2P 1P5 Canada

CIP Canada Investment Inc.
Suite 600, 570 Queen Street
Fredericton, New Brunswick
E3B 6Z6 Canada

with copies to:

James D. Scarlett
Torys LLP

Suite 3000
79 Wellington Street West
Box 270, TD Centre
Toronto, Ontario
M5K 1N2 Canada
Counsel for Robert M. Franklin, Trustee

Patricia J. Paoletta
Harris, Wiltshire & Grannis LLP
1200 18th Street, N.W., Suite 1200
Washington, D.C. 20036-2516
Counsel for CIP Canada Investment Inc.

and

Laura Fraedrich
Kirkland & Ellis LLP
655 15th Street, N.W.
Washington, D.C. 20005-5793
Counsel for CIP Canada Investment Inc.

In addition, the following address is hereby substituted for the Stratos Mobile Networks (USA) LLC address in Section 7.12:

Stratos Communications, Inc.
Stratos Mobile Networks (USA), LLC
Stratos Mobile Networks, Inc.
6901 Rockledge Drive, Suite 900
Bethesda, MD 20817

SECTION 7. Except as provided in this Amendment, all terms of the Agreement remain in full force and effect. This Amendment may be signed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

SECTION 8. The Stratos Parties, Stratos Mobile Networks, Inc., DOJ, FBI, and DHS further agree pursuant to Section 1.2 and 7.7 of the Agreement to an Amended Implementation Plan dated _____, 2007, a copy of which is attached hereto as Exhibit B. For clarification, the Amended Implementation Plan is confidential and will not be attached to any public filing of this Amendment.

[Remainder of this Page Intentionally Left Blank; Signature Pages follow]

This Amendment is Executed on behalf of the 2007 Signatories:

Department of Justice

Date: _____

By: _____
Sigal Mandelker
Deputy Assistant Attorney General
Criminal Division

Department of Homeland Security

Date: _____

By: _____
Stewart A. Baker
Assistant Secretary for Policy

Federal Bureau of Investigation

Date: _____

By: _____
Elaine N. Lammert
Deputy General Counsel

**Stratos Communications, Inc.
Stratos Mobile Networks (USA) LLC
Stratos Mobile Networks, Inc.**

Date: _____

By: 
James J. Parin
Chief Executive Officer

Robert M. Franklin, Trustee

Date: _____

By: _____
Robert M. Franklin
Trustee

CIP Canada Investment Inc.

Date: _____

By: _____
Johannes Jacobus (Hans) Lipman
Chairman and Director

This Amendment is Executed on behalf of the 2007 Signatories:

Department of Justice

Date: 8/8/2007

By: 
Sigal Mandelker
Deputy Assistant Attorney General
Criminal Division

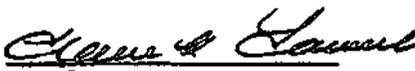
Department of Homeland Security

Date: _____

By: _____
Stewart A. Baker
Assistant Secretary for Policy

Federal Bureau of Investigation

Date: 8/14/2007

By: 
Elaine N. Lammert
Deputy General Counsel

**Stratos Communications, Inc.
Stratos Mobile Networks (USA) LLC
Stratos Mobile Networks, Inc.**

Date: _____

By: 
James J. Parr
Chief Executive Officer

Robert M. Franklin, Trustee

Date: _____

By: _____
Robert M. Franklin
Trustee

This Amendment is Executed on behalf of the 2007 Signatories:

Department of Justice

Date: _____

By: _____
Sigal Mandelker
Deputy Assistant Attorney General
Criminal Division

Department of Homeland Security

Date: 10 Aug 07 _____

By:  _____
Stewart A. Baker
Assistant Secretary for Policy

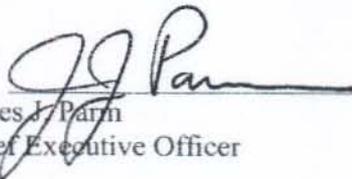
Federal Bureau of Investigation

Date: _____

By: _____
Elaine N. Lammert
Deputy General Counsel

**Stratos Communications, Inc.
Stratos Mobile Networks (USA) LLC
Stratos Mobile Networks, Inc.**

Date: _____

By:  _____
James J. Parrin
Chief Executive Officer

Robert M. Franklin, Trustee

Date: _____

By: _____
Robert M. Franklin
Trustee

This Amendment is Executed on behalf of the 2007 Signatories:

Department of Justice

Date: _____

By: _____
Sigal Mandelker
Deputy Assistant Attorney General
Criminal Division

Department of Homeland Security

Date: _____

By: _____
Stewart A. Baker
Assistant Secretary for Policy

Federal Bureau of Investigation

Date: _____

By: _____
Elaine N. Lammert
Deputy General Counsel

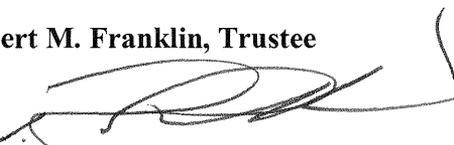
**Stratos Communications, Inc.
Stratos Mobile Networks, Inc.**

Date: _____

By: _____
James J. Parm
Chief Executive Officer

Robert M. Franklin, Trustee

Date: July 18, 2007

By: 
Robert M. Franklin
Trustee

Date: 23/7/2007

CIP Canada Investment Inc.

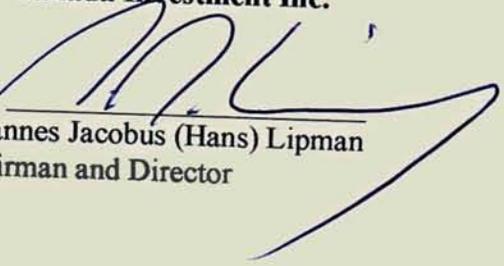
By: 
Johannes Jacobus (Hans) Lipman
Chairman and Director

Exhibit A

Agreement dated August 7, 2001

This Agreement is made this 7th day of August, 2001 by and between: MarineSat Communications Network, Inc. and Stratos Mobile Networks (USA) LLC (collectively, "Stratos"), and the U.S. Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI") (collectively with all other parties hereto, "the Parties"). This Agreement is effective as of the date of last signature affixed hereto.

RECITALS

WHEREAS, the U.S. telecommunications system is essential to the U.S. economy and to U.S. national security, law enforcement, and public safety;

WHEREAS, the U.S. government considers it critical to maintain the viability, integrity and security of the U.S. telecommunications system (*see, e.g.*, Presidential Decision Directive 63 on Critical Infrastructure Protection);

WHEREAS, the U.S. government considers it critical to ensure the confidentiality of its lawfully authorized surveillance and related activities, and to ensure the confidentiality of Classified, Controlled Unclassified, and Sensitive Information;

WHEREAS, Stratos currently provides service to Inmarsat mobile earth terminals ("METs") outside of the United States, and has filed with the Federal Communications Commission ("FCC") license applications under Sections 214 and 310(b) of the Communications Act of 1934, as amended, to provide service to METs inside the United States (*see Application Pursuant to Section 214 for Authority to Provide Domestic Land Mobile Services Using the Inmarsat Ltd. Satellite System*, File No. SES-MS-C-20010220-00349, *Applications for Blanket Licenses to Operate Mobile Earth Terminals with Non-U.S. Licensed Satellites*, File Nos. SES-LIC-20010221-00360; SES-LIC-20010221-00361; SES-LIC-20010221-00362; SES-LIC-20010221-00363, *Application for Section 214 Authority to Provide Inmarsat M4 Services*, File No. SES-MS-C-20000426-00861, and *Application for Blanket Authority to Operate Mobile Earth Terminals*, File No. SES-LIC-20000426-00630);

WHEREAS, MarineSat Communications Network, Inc. d/b/a Stratos Communications is 100 percent owned by Stratos Holdings, Inc., a Delaware holding corporation, which is in turn 100 percent owned by Stratos Global Corp., which has its principal place of business in Toronto, Ontario, Canada and is 65 percent indirectly owned by Aliant, Inc., a Canadian holding company with its principal place of business in Saint John, New Brunswick, Canada;

WHEREAS, Stratos Mobile Networks (USA) LLC is a Delaware-registered limited liability corporation 91 percent owned by TII Aeronautical Corp. ("TIIA") and 9 percent owned by IDB Mobile Communications, Inc., which is in turn 100 percent owned by TIIA. TIIA is 100 percent owned by Stratos Wireless, Inc., which has its principal place of business in Saint John's, Newfoundland, Canada and is in turn 100 percent owned by Stratos Global Corp., which has its principal place of business in Toronto, Ontario, Canada;

WHEREAS, Stratos has met with the FBI and DOJ to discuss the proposed services and the government's responsibilities concerning national security, law enforcement and public safety. In these meetings, Stratos advised: (a) that some of the Domestic Communications Infrastructure Stratos would employ (e.g., satellite gateway earth stations) to route Domestic Communications are located outside the United States; (b) that the Domestic Communications Infrastructure that is located outside the United States is located for *bona fide* commercial reasons; (c) that Stratos plans to route all Domestic Communications through a Point of Presence physically located in the United States, from which the government can conduct Electronic Surveillance pursuant to U.S. Lawful Process; and (d) that Stratos' Domestic Communications Infrastructure within the United States currently consists of the Nortel MMCS switch (and related trunking equipment) located in the Stratos facility at 5 Teleport Drive, Staten Island, New York, which is also Stratos' current Point of Presence within the United States;

NOW THEREFORE, the Parties are entering into this Agreement to address national security, law enforcement, and public safety concerns.

ARTICLE I: INFORMATION STORAGE AND ACCESS

- 1.1 Point of Presence: Pursuant to the Stratos Implementation Plan, Domestic Communications shall be routed through a Point of Presence, which is a network switch under the control of Stratos and is physically located in the United States, from which Electronic Surveillance can be conducted pursuant to Lawful U.S. Process. Stratos will provide technical or other assistance to facilitate such Electronic Surveillance.
- 1.2 Stratos Implementation Plan: Certain of the rights and obligations of the Parties are set forth in further detail in an Implementation Plan dated August 7, 2001, which is consistent with this Agreement. Stratos shall comply with the Implementation Plan, which may be amended from time to time pursuant to Section 7.7.
- 1.3 CPNI: Stratos shall comply with all applicable FCC rules and regulations governing access to and storage of Customer Proprietary Network Information ("CPNI"), as defined in 47 U.S.C. § 222(f)(1).
- 1.4 Compliance with Lawful U.S. Process: Stratos shall take all practicable steps to configure its Domestic Communications Infrastructure such that Stratos is capable of complying, and Stratos employees in the United States will have unconstrained authority to comply, in an effective, efficient, and unimpeded fashion, with Lawful U.S. Process, the orders of the President in the exercise of his/her authority under § 706 of the Communications Act of 1934, as amended (47 U.S.C. § 606), and under § 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.*).

1.5 Information Storage and Access: Stratos shall make available in the United States:

- (i) stored Domestic Communications, if such communications are stored by or on behalf of Stratos for any reason;
- (ii) any Wire Communications or Electronic Communications (including any other type of wire, voice or electronic communication not covered by the definitions of Wire Communication or Electronic Communication) received by, intended to be received by, or stored in the account of a Stratos U.S.-Licensed MET, or routed to Stratos' Point of Presence in the United States and stored by or on behalf of Stratos for any reason;
- (iii) Transactional Data and Call Associated Data relating to Domestic Communications, if such information is stored by or on behalf of Stratos for any reason (although all Parties recognize that Stratos currently does not store such information except as part of billing records);
- (iv) billing records relating to Stratos customers or subscribers for its U.S. Licensed METs, Stratos customers and subscribers domiciled in the United States, or Stratos customers and subscribers who hold themselves out as being domiciled in the United States, as well as billing records related to any call routed through Stratos' Point of Presence in the United States, if such information is stored by or on behalf of Stratos for any reason, for so long as such records are kept pursuant to applicable U.S. law or this Agreement; and
- (v) Subscriber Information concerning Stratos customers or subscribers for its U.S.-Licensed METs, Stratos customers or subscribers domiciled in the United States, or Stratos customers or subscribers who hold themselves out as being domiciled in the United States, as well as Subscriber Information related to any call routed through Stratos' Point of Presence in the United States, if such information is stored by or on behalf of Stratos for any reason.

1.6 Storage Pursuant to 18 U.S.C. § 2703(f): Upon a request made pursuant to 18 U.S.C. § 2703(f) by a governmental entity within the United States to preserve any of the information enumerated in Section 1.5, Stratos shall store such preserved records or other evidence in the United States.

1.7 Mandatory Destruction: Stratos shall take all practicable steps to store the data and communications described in Section 1.5 in a manner not subject to mandatory destruction under any foreign laws, if such data and communications are stored by or on behalf of Stratos for any reason. Except for strictly *bona fide* commercial reasons, such data and communications shall be stored in the United States.

1.8 Billing Records: Stratos shall store for at least eighteen (18) months all billing records maintained for a U.S.-Licensed MET.

- 1.9 Communications of a U.S.-Licensed MET: No communications of a U.S.-Licensed MET shall be routed outside the United States except for strictly *bona fide* commercial reasons.
- 1.10 Communications of a Non-U.S.-Licensed MET: Electronic Surveillance pursuant to Lawful U.S. Process of a Non-U.S.-Licensed MET shall be conducted pursuant to the Stratos Implementation Plan.
- 1.11 Domestic Communications Infrastructure: Except for strictly *bona fide* commercial reasons, Domestic Communications Infrastructure shall be located in the United States and shall be directed, controlled, supervised and managed by Stratos.
- 1.12 Compliance with U.S. Law: Nothing in this Agreement shall excuse Stratos from any obligation it may have to comply with U.S. legal requirements for the retention, preservation, or production of such information or data. Similarly, in any action to enforce Lawful U.S. Process, Stratos has not waived any legal right it might have to resist such process.

ARTICLE II: NON-OBJECTION BY DOJ AND FBI TO GRANT OF LICENSES TO STRATOS

- 2.1 Non-Objection to Current Application: Upon the execution of this Agreement by all the Parties, the FBI and DOJ shall promptly notify the FCC that, provided the FCC adopts a condition substantially the same as set forth in Exhibit A attached hereto, the FBI and DOJ have no objection to the FCC's grant or approval of Stratos' applications (*Application Pursuant to Section 214 for Authority to Provide Domestic Land Mobile Services Using the Inmarsat Ltd. Satellite System*, File No. SES-MS-20010220-00349, *Applications for Blanket Licenses to Operate Mobile Earth Terminals with Non-U.S. Licensed Satellites*, File Nos. SES-LIC-20010221-00360; SES-LIC-20010221-00361; SES-LIC-20010221-00362; SES-LIC-20010221-00363, *Application for Section 214 Authority to Provide Inmarsat M4 Services*, File No. SES-MS-20000426-00861, *Application for Blanket Authority to Operate Mobile Earth Terminals*, File No. SES-LIC-20000426-00630, and *Application Pursuant to Section 214 for Authority to Provide Domestic Aeronautical Mobile Satellite Services via the Inmarsat System*, File No. ITC-214-19981214-00859).
- 2.2 Non-Objection to Future Applications: The FBI and DOJ agree not to object, formally or informally, to the grant of any other FCC application of Stratos for a license under Titles II and III of the Communications Act of 1934, as amended, to provide service to and operate METs in the United States for communications via the Inmarsat Space Segment, provided that such application makes clear that the terms and conditions of this Agreement and the Implementation Plan shall apply to any license issued pursuant to that application. Nothing in this Agreement shall preclude the DOJ or the FBI from opposing,

formally or informally, a FCC application by Stratos to transfer its license(s) to a third party.

ARTICLE III: SECURITY OFFICE

- 3.1 Location of Security Office: Stratos shall maintain within the United States a security office. Stratos shall within the security office:
- (i) take appropriate measures to prevent unauthorized access to data or facilities that might contain Classified Information or Sensitive Information;
 - (ii) assign U.S. citizens, who meet high standards of trustworthiness for maintaining the confidentiality of Sensitive Information, to positions that handle or that regularly deal with information identifiable to such person as Sensitive Information;
 - (iii) upon request from the DOJ or FBI, provide the name, social security number, and date of birth of each person who regularly handles or deals with Sensitive Information;
 - (iv) require that personnel handling Classified Information shall have been granted appropriate security clearances;
 - (v) provide that the points of contact described in Section 3.6 shall have sufficient authority over any of Stratos' employees who may handle Classified Information or Sensitive Information to maintain the confidentiality and security of such information in accordance with applicable U.S. legal authority and the terms of this Agreement; and
 - (vi) maintain appropriately secure facilities (e.g., offices) for the handling and storage of any Classified Information and Sensitive Information.
- 3.2 Measures to Prevent Improper Use or Access: Stratos shall take reasonable measures to prevent the use of or access to Stratos' equipment or facilities to conduct Electronic Surveillance in violation of any U.S. federal, state, or local law or the terms of this Agreement. These measures shall take the form of technical, organizational, personnel-related policies and written procedures, necessary implementation plans, and physical security measures.
- 3.3 Access by Foreign Government Authorities: Stratos shall not provide access to Domestic Communications, Call Associated Data, Transactional Data, or Subscriber Information stored in the United States to any person, if the purpose of such access is to respond to the legal process or the request of or on behalf of a foreign government, identified representative, or a component or subdivision thereof, without the express written consent of the DOJ or the authorization of a court of competent jurisdiction in the United

States. Any requests or submission of legal process described in this Section shall be reported to the DOJ as soon as possible and in no event later than five (5) business days after such request or legal process is received by Stratos, unless the disclosure of the request or legal process would be in violation of an order of a court of competent jurisdiction within the United States. Stratos shall take reasonable measures to ensure that it will learn of all such requests or submission of legal process described in this Section.

3.4 Disclosure to Foreign Government Authorities: Stratos shall not, directly or indirectly, disclose or permit disclosure of, or provide access to:

(i) Classified or Sensitive Information, or

(ii) Subscriber Information, Transactional Data, Call Associated Data, or a copy of any Wire Communication or Electronic Communication intercepted or acquired pursuant to Lawful U.S. Process

to any foreign government or a component or subdivision thereof without satisfying all applicable U.S. federal, state and local legal requirements pertinent thereto, and obtaining the express written consent of the DOJ or the authorization of a court of competent jurisdiction in the United States. Stratos shall notify the DOJ of any requests or any legal process submitted to Stratos by a foreign government or a component or subdivision thereof for communications, data or information identified in this paragraph. Stratos shall provide such notice to the DOJ as soon as possible and in no event later than five (5) business days after such request or legal process is received by Stratos, unless the disclosure of the request or legal process would be in violation of an order of a court of competent jurisdiction within the United States. Stratos shall take reasonable measures to ensure that it will learn of all such requests or submission of legal process described in this Section.

3.5 Notification of Access or Disclosure Requests: Stratos shall notify DOJ in writing of legal process or requests by foreign non-governmental entities for access to or disclosure of Domestic Communications unless the disclosure of the legal process or requests would be in violation of an order of a court of competent jurisdiction within the United States. Stratos shall provide such notice to the DOJ no later than ninety (90) days after such request or legal process is received by Stratos, unless the disclosure of the request or legal process would be in violation of an order of a court of competent jurisdiction within the United States.

3.6 Points of Contact: Within sixty (60) days after execution of this Agreement by all parties, Stratos shall designate points of contact within the United States with the authority and responsibility for accepting and overseeing compliance with Lawful U.S. Process. The points of contact will be available 24 hours per day, 7 days per week and shall be responsible for accepting service and maintaining the security of Classified Information and any Lawful U.S. Process for Electronic Surveillance in accordance with the requirements of U.S. law. Stratos will immediately notify in writing the DOJ and the

FBI of such designation, and thereafter shall promptly notify the FBI and DOJ of any change in that designation. The points of contact shall be resident U.S. citizens who are eligible for appropriate U.S. security clearances. If necessary to receive or handle Sensitive or Classified Information, Stratos shall cooperate with any request by a government entity within the United States that a background check and/or security clearance process be completed for a designated point of contact.

- 3.7 Security of Lawful Process: Stratos shall protect the confidentiality and security of all Lawful U.S. Process served upon it and the confidentiality and security of Classified Information and Sensitive Information in accordance with U.S. federal and state law or regulations.
- 3.8 Notice of Obligations: Stratos shall instruct appropriate officials, employees, contractors and agents as to their obligations under this Agreement and issue periodic reminders to them of such obligations.
- 3.9 Access to Classified or Sensitive Information: Nothing contained in this Agreement shall limit or affect the authority of a U.S. government agency to deny, limit or revoke Stratos' access to Classified and Sensitive Information under that agency's jurisdiction.
- 3.10 Reporting of Incidents: Stratos shall take practicable steps to ensure that, if any Stratos official, employee, contractor or agent acquires any information that reasonably indicates: (i) a breach of this Agreement; (ii) Electronic Surveillance conducted in violation of U.S. federal, state or local law or regulation; (iii) access to or disclosure of CPNI or Subscriber Information in violation of U.S. federal, state or local law or regulation (except for violations of FCC regulations relating to improper use of CPNI); or (iv) improper access to or disclosure of Classified Information or Sensitive Information, then Stratos shall notify the FBI and DOJ. This report shall be made promptly and in any event no later than ten (10) calendar days after Stratos acquires such information. Stratos shall lawfully cooperate in investigating the matters described in this Section. Stratos need not report information where disclosure of such information would be in violation of an order of a court of competent jurisdiction within the United States. This Section is effective thirty (30) calendar days after execution of this Agreement by all Parties.
- 3.11 Notice of Decision to Store Information Outside the United States: Stratos shall provide to the FBI and DOJ thirty (30) calendar days advance notice if Stratos (or any entity with which Stratos has contracted or made other arrangements for data or communications processing or storage) plans to store outside of the United States Domestic Communications, Transactional Data, Call Associated Data, or Subscriber Information that was previously stored within the United States. Such notice shall, at a minimum, (a) include a description of the type of information to be stored outside the United States, (b) identify the custodian of the information if other than Stratos, (c) identify the location where the information is to be stored, and (d) identify the factors considered in deciding to store the information outside of the United States (see Section 1.7). This section is effective thirty (30) calendar days after execution of this Agreement by all Parties.

- 3.12 Joint Ventures: Stratos may enter into joint ventures under which the joint venture or entity may provide Domestic Communications. To the extent Stratos does not have *de facto* or *de jure* control over such joint venture or entity, Stratos shall in good faith endeavor to have such entity comply with this Agreement as if it were a subsidiary of Stratos and shall consult with the FBI or the DOJ about the activities of such entity. This Section is effective upon execution of this Agreement by all the Parties. Nothing in this Section relieves, nor shall it be construed to relieve, Stratos of its obligations under Sections 1.5 and 1.7.
- 3.13 Outsourcing Third Parties: If Stratos outsources functions covered by this Agreement to a third party, Stratos shall take reasonable steps to ensure that those third parties comply with the applicable terms of this Agreement.
- 3.14 Access to Information: In response to reasonable requests made by the FBI or the DOJ, Stratos shall provide access to information concerning technical, physical, management, or other security measures and other reasonably available information needed by the DOJ or the FBI to assess compliance with the terms of this Agreement.
- 3.15 Visits and Inspections: Upon reasonable notice and during reasonable hours, the FBI and the DOJ may visit and inspect any part of Stratos' Domestic Communications Infrastructure and security office for the purpose of verifying compliance with the terms of this Agreement. Stratos may have appropriate Stratos employees accompany U.S. government representatives throughout any such inspection.
- 3.16 Access to Personnel: Upon reasonable notice from the FBI or the DOJ, Stratos will make available for interview officers or employees of Stratos, and will seek to require contractors to make available appropriate personnel located in the United States who are in a position to provide information to verify compliance with this Agreement.
- 3.17 Annual Report: On or before the last day of January of each year, a designated senior corporate officer of Stratos shall submit to the FBI and the DOJ a report assessing Stratos' compliance with the terms of this Agreement for the preceding calendar year. The report shall include:
- (i) a copy of the policies and procedures adopted to comply with this Agreement;
 - (ii) a summary of the changes, if any, to the policies and procedures, and the reasons for those changes;
 - (iii) a summary of any known acts of noncompliance with the terms of this Agreement, whether inadvertent or intentional, with a discussion of what steps have been or will be taken to prevent such acts from occurring in the future; and
 - (iv) identification of any other issues that, to Stratos' knowledge, will or reasonably could affect the effectiveness of or compliance with this Agreement.

ARTICLE IV: DEFINITIONS

As used in this Agreement:

- 4.1 "Call Associated Data" means any information possessed by Stratos relating to a Domestic Communication or relating to the sender or recipient of that Domestic Communication and may include without limitation subscriber identification, called party number, calling party number, start time, end time, call duration, feature invocation and deactivation, feature interaction, registration information, user location, diverted to number, conference party numbers, dual tone multifrequency (dialed digit extraction), inband and outofband signaling, and party add, drop, and hold.
- 4.2 "Classified Information" means any information that has been determined pursuant to Executive Order 12958, or any predecessor or successor Executive Order, or the Atomic Energy Act of 1954, or any statute that succeeds or amends the Atomic Energy Act, to require protection against unauthorized disclosure.
- 4.3 "De facto" and "de jure" control have the meaning provided in 47 C.F.R. § 1.2110.
- 4.4 "Domestic Communications" means (i) Wire Communications or Electronic Communications (whether stored or not) between a U.S.-Licensed MET and another U.S. location, and (ii) the U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates from or terminates to a U.S.-Licensed MET.
- 4.5 "Domestic Communications Infrastructure" means the facilities and equipment of Stratos used to provide, process, direct, control, supervise or manage Domestic Communications. Domestic Communications Infrastructure may be located, for *bona fide* commercial reasons, outside the United States.
- 4.6 "Electronic Communication" has the meaning given it in 18 U.S.C. § 2510(12).
- 4.7 "Electronic Surveillance" means (i) the interception of wire, oral, or electronic communications as defined in 18 U.S.C. §§ 2510(1), (2), (4) and (12), respectively, and electronic surveillance as defined in 50 U.S.C. § 1801(f); (ii) access to stored wire or electronic communications, as referred to in 18 U.S.C. § 2701 *et seq.*; (iii) acquisition of dialing 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 defined in 18 U.S.C. § 3121 *et seq.* and 50 U.S.C. § 1841 *et seq.*; (iv) acquisition of location-related information concerning a telecommunications service subscriber; (v) preservation of any of the above information pursuant to 18 U.S.C. § 2703(f); and (vi) including access to, or acquisition or interpretation of, communications or information as described in (i) through (v) above and comparable State laws.
- 4.8 "Foreign" where used in this Agreement, whether capitalized or lower case, means non-U.S.

- 4.9 “Intercept” or “Intercepted” has the meaning defined in 18 U.S.C. § 2510(4).
- 4.10 “Lawful U.S. Process” means lawful requests by U.S. federal, state or local law enforcement agencies or U.S. intelligence agencies, certifications, and court orders regarding Electronic Surveillance and the acquisition of Subscriber Information.
- 4.11 “Non-U.S.-Licensed MET” means an Inmarsat MET that is not covered by a Stratos license or authorization to provide service to METs inside the United States.
- 4.12 “Parties” has the meaning given it in the Preamble.
- 4.13 “Pro forma assignments” or “pro forma transfers of control” are transfers or assignments that do not “involve a substantial change in ownership or control” of the licenses as provided in 47 U.S.C. § 309(c)(2)(B).
- 4.14 “Sensitive Information” means unclassified information regarding (i) the persons or facilities that are the subjects of Lawful U.S. Process, (ii) the identity of the government agency or agencies serving such Lawful U.S. Process, (iii) the location or identity of the line, circuit, transmission path, or other facilities or equipment used to conduct Electronic Surveillance, (iv) the means of carrying out Electronic Surveillance, (v) the type(s) of service, telephone number(s), records, communications, or facilities subjected to Lawful U.S. Process, and (vi) other unclassified information designated in writing by an authorized official of a federal, state or local law enforcement agency or a U.S. intelligence agency as “Sensitive Information.”
- 4.15 “Subscriber Information” means information of the type referred to and accessible subject to procedures specified in 18 U.S.C. § 2703(c) or (d) or 18 U.S.C. § 2709. Such information shall also be considered Subscriber Information when it is sought pursuant to the provisions of other Lawful U.S. Process.
- 4.16 “Transactional Data” means:
- a) any “call identifying information,” as defined in 47 U.S.C. § 1001(2), possessed by Stratos, including without limitation the telephone number or similar identifying designator associated with a Domestic Communication;
 - b) Internet address or similar identifying designator associated with a Domestic Communication;
 - c) the time, date, size and duration of a Domestic Communication;
 - d) any information possessed by Stratos relating specifically to the identity and physical address of a Stratos U.S. subscriber, user, or account payer;

- e) to the extent associated with such a U.S. subscriber, user or account payer, any information possessed by Stratos relating to telephone numbers, Internet addresses, or similar identifying designators; the physical location of equipment if known and if different from the location information provided under (f) below; types of service; length of service; fees; and usage, including billing records; and
- f) to the extent permitted by U.S. laws, any information possessed by Stratos indicating as closely as possible the physical location to or from which a Domestic Communication is transmitted.
- 4.17 "United States" or "U.S." means the United States of America including all of its States, districts, territories, possessions, commonwealths, and the territorial and special maritime jurisdiction of the United States.
- 4.18 "U.S.-Licensed MET" means a MET covered by Stratos' *Applications for Blanket Licenses to Operate Mobile Earth Terminals with Non-U.S. Licensed Satellites*, File Nos. SES-LIC-20010221-00360; SES-LIC-20010221-00361; SES-LIC-20010221-00362; SES-LIC-20010221-00363, *Application for Blanket Authority to Operate Mobile Earth Terminals*, File No. SES-LIC-20000426-00630, or by any future Stratos Title III license granted to provide service to METs inside the United States.
- 4.19 "Wire Communication" has the meaning given it in 18 U.S.C. § 2510(1).
- 4.20 Other Definitional Provisions: Other capitalized terms used in this Agreement and not defined in this Article IV shall have the meanings assigned them elsewhere in this Agreement. The definitions in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as the feminine and neuter genders of such term. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

ARTICLE V: FREEDOM OF INFORMATION ACT

- 5.1 Protection from Disclosure: The DOJ and FBI shall take all reasonable measures to protect from public disclosure all information submitted by Stratos to the DOJ or FBI in connection with this Agreement and clearly marked with the legend "Confidential" or similar designation. Such markings shall signify that it is Stratos' position that the information so marked constitutes "trade secrets" and/or "commercial or financial information obtained from a person and privileged or confidential," or otherwise warrants protection within the meaning of 5 U.S.C. § 552(b)(4). If a request is made under 5 U.S.C. § 552(a)(3) for information so marked, and disclosure of any information (including disclosure in redacted form) is contemplated, the DOJ or FBI, as appropriate, shall notify Stratos of the intended disclosure as provided by Executive Order 12600, 52 Fed. Reg. 23781 (June 25, 1987). If Stratos objects to the intended disclosure and its

objections are not sustained, the DOJ or FBI, as appropriate, shall notify Stratos of its intention to release (as provided by Section 5 of Executive Order 12600) not later than five (5) business days prior to disclosure of the challenged information.

- 5.2 Use of Information for U.S. Government Purposes: Nothing in this Agreement shall prevent the DOJ or the FBI from lawfully disseminating information as appropriate to seek enforcement of this Agreement, provided that the DOJ and FBI take all reasonable measures to protect from public disclosure the information marked as described in Section 5.1.

ARTICLE VI: DISPUTES

- 6.1 Informal Resolution: The Parties shall use their best efforts to resolve any disagreements that may arise under this Agreement. Disagreements shall be addressed, in the first instance, at the staff level by the Parties' designated representatives. Any disagreement that has not been resolved at that level shall be submitted promptly to higher authorized officials, unless the DOJ or the FBI believe that important national interests can be protected, or Stratos believes that paramount commercial interests can be resolved, only by resorting to the measures set forth in Section 6.2 below. If, after meeting with higher authorized officials, either party determines that further negotiations would be fruitless, then either party may resort to the remedies set forth in Section 6.2 below. If resolution of a disagreement requires access to Classified Information, the Parties shall designate a person possessing the appropriate security clearances.
- 6.2 Enforcement of Agreement: Subject to Section 6.1 of this Agreement, if any Party believes that any other Party has breached or is about to breach this Agreement, that Party may bring an action against the other Party for appropriate judicial relief. Nothing in this Agreement shall limit or affect the right of a U.S. Government agency to:
- (i) seek revocation by the FCC of any license, permit, or other authorization granted or given by the FCC to Stratos, or seek any other action by the FCC regarding Stratos; or
 - (ii) seek civil sanctions for any violation by Stratos of any U.S. law or regulation or term of this Agreement; or
 - (iii) pursue criminal sanctions against Stratos, or any director, officer, employee, representative, or agent of Stratos, or against any other person or entity, for violations of the criminal laws of the United States.
- 6.3 Forum Selection: It is agreed by and between the Parties that a civil action for judicial relief with respect to any dispute or matter whatsoever arising under, in connection with, or incident to, this Agreement shall be brought, if at all, in the United States District Court for the District of Columbia.

- 6.4 Irreparable Injury: Stratos agrees that the United States would suffer irreparable injury if for any reason Stratos failed to perform any of its significant obligations under this Agreement, and that monetary relief would not be an adequate remedy. Accordingly, Stratos agrees that, in seeking to enforce this Agreement against Stratos, the FBI and DOJ shall be entitled, in addition to any other remedy available at law or equity, to specific performance and injunctive or other equitable relief.

ARTICLE VII: OTHER

- 7.1 Right to Make and Perform Agreement: The Parties represent that, to the best of their knowledge, they have and shall continue to have throughout the term of this Agreement the full right to enter into this Agreement and perform their obligations hereunder and that this Agreement is a legal, valid and binding obligation enforceable in accordance with its terms.
- 7.2 Waiver: The availability of any civil remedy under this Agreement shall not prejudice the exercise of any other civil remedy under this Agreement or under any provision of law, nor shall any action taken by a Party in the exercise of any remedy be considered a waiver by that Party of any other rights or remedies. The failure of any Party to insist on strict performance of any of the provisions of this Agreement, or to exercise any right they grant, shall not be construed as a relinquishment or future waiver, rather, the provision or right shall continue in full force. No waiver by any Party of any provision or right shall be valid unless it is in writing and signed by the Party.
- 7.3 Headings: The article and section headings and numbering in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.
- 7.4 Other Laws: Nothing in this Agreement is intended to limit or constitute a waiver of (i) any obligation imposed by any U.S. laws on the Parties or by U.S. state or local laws on Stratos, (ii) any enforcement authority available under any U.S. or state laws, (iii) the sovereign immunity of the United States, or (iv) any authority over Stratos' activities or facilities located outside the United States that the U.S. Government may possess. Nothing in this Agreement is intended to, or is to be interpreted to, require the Parties to violate any applicable U.S. law.
- 7.5 Statutory References: All references in this Agreement to statutory provisions shall include any future amendments to such statutory provisions.
- 7.6 Non-Parties: Nothing in this Agreement is intended to confer or does confer any rights or obligations on any Person other than the Parties and any other U.S. Governmental Authorities entitled to effect Electronic Surveillance pursuant to Lawful U.S. Process.

- 7.7 Modification: This Agreement and the Implementation Plan may only be modified by written agreement signed by all of the Parties. The DOJ and FBI agree to consider in good faith possible modifications to this Agreement if Stratos believes that the obligations imposed on it under this Agreement 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, and public safety concerns. Any substantial modification to this Agreement shall be reported to the FCC within thirty (30) days after approval in writing by the Parties.
- 7.8 Partial Invalidity: If any portion of this Agreement is declared invalid by a U.S. court of competent jurisdiction, this Agreement shall be construed as if such portion had never existed, unless such construction would constitute a substantial deviation from the Parties' intent as reflected in this Agreement.
- 7.9 Good Faith Negotiations: The DOJ and the FBI agree to negotiate in good faith and promptly with respect to any request by Stratos for relief from application of specific provisions of this Agreement to future Stratos activities or services if those provisions become unduly burdensome to Stratos or adversely affect Stratos' competitive position. If the DOJ or the FBI find that the terms of this Agreement are inadequate to address national security concerns presented by an acquisition by Stratos in the United States after the date that all the Parties have executed this Agreement, Stratos shall negotiate in good faith to modify this Agreement to address those concerns.
- 7.10 Successors and Assigns: This Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors and assigns.
- 7.11 Control of Stratos: If Stratos makes any filing with the FCC or any other governmental agency relating to the *de jure* or *de facto* control of Stratos, except for filing with the FCC for assignments or transfers of control to any U.S. subsidiary of Stratos that are *pro forma*, Stratos shall promptly provide to the FBI and DOJ written notice and copies of such filing.
- 7.12 Notices: All written communications or other written notices relating to this Agreement, such as a proposed modification, shall be deemed given: (i) when delivered personally; (ii) if by facsimile, upon transmission with confirmation of receipt by the receiving Party's facsimile terminal; (iii) if sent by documented overnight courier service, on the date delivered; or (iv) if sent by mail, five (5) business days after being mailed by registered or certified U.S. mail, postage prepaid, addressed to the Parties' designated representatives at the addresses shown below, or to such other representatives at such other addresses as the Parties may designate in accordance with this Section:

Department of Justice
Assistant Attorney General
Criminal Division
950 Pennsylvania Ave., N.W.
Washington, D.C. 20530

Federal Bureau of Investigation
Assistant Director
National Security Division
935 Pennsylvania Ave., N.W.
Washington, D.C. 20535

Federal Bureau of Investigation
Office of General Counsel
935 Pennsylvania Ave., N.W.
Washington, D.C. 20535

Stratos Mobile Networks (USA) LLC
Facilities Manager
5 Teleport Drive
Staten Island, NY 10311

with copy to:
Alfred M. Mamlet
Steptoe & Johnson, LLP
1330 Connecticut Ave., N.W.
Washington, D.C. 20036

This Agreement is executed on behalf of the Parties:

Federal Bureau of Investigation

Date: August 9, 2001
Printed Name: Larry R. Parkinson
Title: General Counsel

By:



MarineSat Communications Network, Inc. and Stratos Mobile Networks (USA) LLC

Date: August 7, 2001
Printed Name: Carmen Lloyd
Title: President

By:



United States Department of Justice

Date: 8/13/01

By: Mary Ellen Warlow

Printed Name: Mary Ellen Warlow

Title: Acting Deputy Assistant Attorney General

Exhibit A

CONDITION TO FCC LICENSES

IT IS FURTHER ORDERED, that the authorizations and licenses related thereto are subject to compliance with the provisions of the Agreement attached hereto between MarineSat Communications Network, Inc. and Stratos Mobile Networks (USA) LLC on the one hand, and the U.S. Department of Justice (the "DOJ") and the Federal Bureau of Investigation (the "FBI") on the other, dated August 7, 2001, which Agreement is designed to address national security, law enforcement and public safety issues of the DOJ and the FBI regarding the authority and licenses granted herein. Nothing in this Agreement is intended to limit any obligation imposed by Federal law or regulation including, but not limited to, 47 U.S.C. § 222(a) and (c)(1) and the FCC's implementing regulations.

Exhibit B

Amended Implementation Plan (Confidential)