

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)	
)	
HORIZON MOBILE)	File Nos. ITC-214-20070110-00021
COMMUNICATIONS, INC.)	SES-LFS-20070109-00042
)	SES-AMD-20070426-00517
Section 214 and 310(d) Applications for)	and
Blanket Authority to Operate Mobile)	ISP-PDR-20070129-00001
Earth Station Terminals in Conjunction)	
with Inmarsat’s Broadband Global Area)	
Network Service Satellites and Petition)	
for Declaratory Ruling Under Section)	
310(b)(4) Related to Foreign Ownership)	
in Excess of Twenty-Five Percent)	

PETITION TO ADOPT CONDITIONS TO AUTHORIZATIONS AND LICENSES

The Department of Justice (“DOJ”), including the Federal Bureau of Investigation (“FBI”), and Department of Homeland Security (“DHS”), (collectively, the “Agencies”), submit this Petition to Adopt Conditions to Authorizations and Licenses (“Petition”), pursuant to Section 1.41 of the Federal Communications Commission’s (“Commission”) rules.¹ Through this Petition, the Agencies advise the Commission that they have no objection to the Commission granting the above-referenced applications, provided that the Commission conditions its grant on the agreement of Horizon Mobile Communications, Inc. and its direct and indirect owners (collectively, “Horizon”) to abide by the commitments and undertakings set forth in the Network Security

¹ 47 C.F.R. § 1.41.

Agreement dated September 24, 2008 (“Agreement”), a copy of which is attached hereto as Exhibit A. A proposed condition is attached as Exhibit A to the Agreement.

In the above-captioned matter, Horizon seeks Commission approval of applications for authorizations under Sections 214 and 310(d) of the Communications Act of 1934, as amended (“Act”). Because Horizon has indirect foreign ownership in excess of twenty-five percent, Horizon also requests a declaratory ruling from the Commission under Section 310(b)(4) of the Act² that grant of its applications is consistent with the public interest.

As the Commission is aware, the Agencies have taken the position that their ability to satisfy their obligations to protect the national security, enforce the laws, and preserve the safety of the public could be impaired to the extent that foreign entities own or operate a part of the U.S. telecommunications system, or foreign-located facilities are used to provide domestic telecommunications services to U.S. customers. The Commission has long recognized that national security, law enforcement, and public safety issues and concerns are part of its public interest analysis in matters such as this,³ and has accorded deference to the views of other U.S. government agencies

² 47 U.S.C. § 310(b)(4).

³ See *Rules and Policies on Foreign Participation in the U.S. Telecommunications Market*, Report and Order and Order on Reconsideration, 12 FCC Rcd 23891, 23919-21 ¶¶ 61-66 (1997) (“*Foreign Participation Order*”); see also *Amendment of the Commission’s Regulatory Policies to Allow Non-U.S. Licensed Space Stations to Provide Domestic and International Satellite Service in the United States*, Report and Order, 12 FCC Rcd 24094, 24100 ¶ 15

with expertise in those areas.⁴ After discussions with representatives of Horizon in connection with the above-referenced applications, the Agencies have concluded that the commitments set forth in the Agreement will help to ensure that the Agencies and other entities with responsibility for enforcing the law, protecting the national security, and preserving public safety can proceed appropriately to satisfy those responsibilities. Accordingly, the Agencies hereby advise the Commission that they have no objection to the Commission granting the above-referenced applications for authorization provided that the Commission conditions its grant of such authorizations on compliance by Horizon with the commitments set forth in the Agreement.

The Agencies are authorized to state that the applicants do not object to the grant of this Petition.

Respectfully submitted,

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December, 2008

(1997) ("*DISCO II*").

⁴ See *Foreign Participation Order* at 23919-20 ¶¶ 62-63; see also *DISCO II* at 24179-80 ¶¶ 179-80.

EXHIBIT A

AGREEMENT

This AGREEMENT (“Agreement”) is made as of the Effective Date by and between Horizon Mobile Communications, Inc. (“Horizon”), a corporation organized under the laws of the State of Delaware, and its direct and indirect owners, SatCom Distribution, Inc., SatCom Distribution Ltd., and SatCom Group Holdings Plc (collectively, “SatCom”), on the one hand, and the U.S. Department of Justice (“DOJ”) and the U.S. Department of Homeland Security (“DHS”), on the other hand (DOJ and DHS are referred to collectively as “the Government Parties,” and all of the Parties to this Agreement are referred to collectively as the “Parties”).

RECITALS

WHEREAS, U.S. communications systems are essential to the ability of the U.S. government to fulfill its responsibilities to the public to preserve the national security of the United States, to enforce the laws, and to maintain the safety of the public;

WHEREAS, the U.S. government has an obligation to the public to ensure that U.S. communications and related information are secure in order to preserve the national security of the United States, protect the privacy of U.S. persons and to enforce the laws of the United States;

WHEREAS, it is critical to the well being of the nation and its citizens to maintain the viability, integrity, and security of the communication systems of the United States (*see, e.g.*, Executive Order 13231, Critical Infrastructure Protection in the Information Age, Presidential Decision Directive 63, Critical Infrastructure Protection, and Presidential Homeland Security Directive / HSPD-7, Critical Infrastructure Identification, Prioritization, and Protection);

WHEREAS, protection of Classified and Sensitive Information is also critical to U.S. national security;

WHEREAS, Horizon is wholly-owned by SatCom Distribution, Inc., also a Delaware corporation, which is in turn wholly-owned by SatCom Distribution Ltd., a company organized under the laws of the United Kingdom that is a wholly-owned subsidiary of SatCom Group Holdings Plc, a public company organized under the laws of the United Kingdom;

WHEREAS, Horizon has filed an application with the Federal Communications Commission (“FCC” or “Commission”) seeking blanket authority to operate up to 20,000 Mobile Earth Terminals in conjunction with Inmarsat’s Broadband Global Area Network (“BGAN”) Service satellite (Inmarsat 4F2 satellite) licensed by the United Kingdom and located at the 52.75 W.L. orbital location (*see* File Nos. ITC-214-20070110-00021, SES-LFS-20070109-00042, ISP-PDR-20070129-00001).

WHEREAS, Horizon has been granted special temporary authority by the Federal Communications Commission (“FCC” or “Commission”) to engage in the distribution of BGAN Service over Inmarsat fourth generation satellites, and is seeking a permanent authorization from the FCC to distribute such service;

WHEREAS, BGAN Service is a communications service that enables users to send and receive data, voice, or other communications to and from mobile terminals from anywhere within the United States, and elsewhere;

WHEREAS, Domestic Communications sent and received via BGAN Service are, as of the date of this agreement, routed by Inmarsat's network from mobile terminals within the United States to Inmarsat satellites, and through Inmarsat earth stations currently located outside of the United States, but are expected in the future to be routed through Inmarsat earth stations located in the United States;

WHEREAS, it is critical to the law enforcement, national security, and public safety interests of the United States government that such Domestic Communications, and any related Call Associated Data, Transactional Data, or Subscriber Information are made available pursuant to Lawful U.S. process, including but not limited to the context of a real-time lawfully authorized Electronic Surveillance, within the United States in a timely, secure, and reliable manner;

WHEREAS, the cooperation and assistance of Horizon is necessary to ensure the above-mentioned critical interests, and to facilitate lawful access within the United States to certain records and information;

NOW THEREFORE, the Parties are entering into this Agreement to address U.S. national security, law enforcement, and public safety concerns with respect to Horizon's distribution of BGAN Service in the United States.

ARTICLE 1: DEFINITION OF TERMS

As used in this Agreement:

1.1 "Affiliate" means any entity that Horizon owns or Controls.

1.1.A. "BGAN Service" means Broadband Global Area Network Service (or any successor service) that provides voice and broadband data service, accessed by MESs communicating with Inmarsat-4 satellites, or successor satellites, which are communicating with Inmarsat land earth stations linked to terrestrial networks.

1.2 "Call-Associated Data" or "CAD" means any information relating to a communication or relating to the sender or recipient of that communication and includes, 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, post cut-through dual-tone multifrequency (dialed digit extraction), in-band and out-of-band signaling, party add, drop and hold, and any other call-identifying information, as defined in 47 U.S.C. § 1001(2).

1.3 “Classified Information” shall have the meaning indicated in Executive Order 12958, as amended by Executive Order 13292, or any successor executive order, or the Atomic Energy Act of 1954, or any statute that succeeds or amends the Atomic Energy Act of 1954.

1.4 “Control” and “Controls” mean the power, direct or indirect, whether or not exercised, and whether or not exercised or exercisable through the ownership of a majority or a dominant minority of the total outstanding voting securities of an entity, or by proxy voting, contractual arrangements, or other means, to determine, direct, or decide matters affecting an entity or facility; in particular, but without limitation, to determine, direct, take, reach or cause decisions regarding:

- (a) the sale, lease, mortgage, pledge, or other transfer of any or all of the principal assets of the entity, whether or not in the ordinary course of business;
- (b) the dissolution of the entity;
- (c) the closing and/or relocation of the production or research and development facilities of the entity;
- (d) the termination or non-fulfillment of contracts of the entity;
- (e) the amendment of the articles of incorporation or constituent agreement of the entity with respect to the matters described in Section 1.4(a) through (d); or
- (f) Horizon’s obligations under this Agreement.

1.4.A. “Customer Proprietary Network Information” or “CPNI” is defined in 47 U.S.C. § 222(h)(1).

1.5 “De facto” and “de jure” control have the meanings provided in 47 C.F.R. § 1.2110.

1.6 “DHS” means the U.S. Department of Homeland Security.

1.7 “DOJ” means the U.S. Department of Justice.

1.8 “Domestic Communications” means (a) Wire Communications or Electronic Communications (whether stored or not) originating at one U.S. location and terminating at another U.S. location, and (b) the U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates from or terminates at a U.S. Licensed MES.

1.9 “Domestic Communications Infrastructure” means (a) transmission, switching, bridging and routing equipment (including software and upgrades) used by or on behalf of Horizon to provide, process, direct, control, supervise or manage Domestic Communications; (b) facilities and equipment used by or on behalf of Horizon that are physically located in the United States; and (c) facilities used by or on behalf of Horizon to control the equipment described in (a) and (b) above. Domestic Communications Infrastructure does not include equipment or facilities used by service providers other than Horizon or its Affiliates that are:

- (1) interconnecting communications providers; or
- (2) providers of services or content that are
 - (A) accessible using the communications services of Horizon or its Affiliates, and
 - (B) available in substantially similar form and on commercially reasonable terms through communications services of companies other than Horizon or its Affiliates.

The phrase “on behalf of” as used in this Section does not include entities with which Horizon or any of its Affiliates has contracted for peering, interconnection, roaming, long distance, or distribution of BGAN Service.

1.10 “Effective Date” means the date on which the FCC grants Horizon’s application for permanent authority as described above, unless otherwise specified herein.

1.11 “Electronic Communication” has the meaning given it in 18 U.S.C. § 2510(12).

1.12 “Electronic Surveillance” means (a) 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); (b) access to stored wire or electronic communications, as referred to in 18 U.S.C. §§ 2701 *et seq.*; (c) 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 defined in 18 U.S.C. § 3121 *et seq.* and 50 U.S.C. § 1841 *et seq.*; (d) acquisition of location-related information concerning a service subscriber or facility; (e) preservation of any of the above information pursuant to 18 U.S.C. § 2703(f); and (f) access to, or acquisition, interception, or preservation of, wire, oral, or electronic communications or information as described in (a) through (e) above and comparable State laws.

1.13 [NOT USED]

1.14 “FCC” or “Commission” means the Federal Communications Commission.

1.15 “Foreign” where used in this Agreement, whether capitalized or lower case, means non-U.S.

1.16 “Governmental Authority” or “Governmental Authorities” mean any government, or any governmental, administrative, or regulatory entity, authority, commission, board, agency, instrumentality, bureau, or political subdivision and any court, tribunal, judicial, or arbitral body.

1.16.A. “Government Parties” means DOJ and DHS.

1.16.B. “Implementation Plan” is defined in Section 2.1 herein.

1.16.C. “Horizon” means Horizon Mobile Communications, Inc., a corporation organized under the laws of the State of Delaware, and all of its Affiliates and subsidiaries.

- 1.17 “Intercept” or “Intercepted” has the meaning defined in 18 U.S.C. § 2510(4).
- 1.18 “Lawful U.S. Process” means U.S. federal, state, or local Electronic Surveillance or other court orders, processes, or authorizations issued under U.S. federal, state, or local law for physical search or seizure, production of tangible things, or access to or disclosure of Domestic Communications, Call Associated Data, Transactional Data, or Subscriber Information.
- 1.19 “MES” means a mobile earth station, a mobile earth terminal or “MET” (*i.e.*, a hand-held, portable, or other mobile terminal capable of receiving and/or transmitting Wire Communications or Electronic Communications by satellite) and includes a mobile earth terminal capable of receiving and/or transmitting BGAN Service.
- 1.20 “Non U.S.-Licensed MES” means an Horizon MES other than a U.S.-Licensed MES.
- 1.21 “Outsourcing Contract” means a contract between Horizon and an individual or entity to perform functions covered by this Agreement and related to Domestic Communications which are normally performed by employees of companies in the business of providing those communications services that Horizon provides. Outsourcing Contract also includes any contract to perform a specific activity that is required to be performed by Horizon under the express terms of this Agreement.
- 1.22 “Party” or “Parties” have the meanings given them in the Preamble.
- 1.23 “Pro forma assignments” or “pro forma transfers of control” are transfers or assignments that do not involve a substantial change in ownership or control as provided by Section 63.24 of the FCC’s Rules (47 C.F.R. § 63.24).
- 1.23.A. “SatCom” means SatCom Distribution, Inc., SatCom Distribution Ltd., and SatCom Group Holdings Plc, each of which is a direct or indirect owner of Horizon.
- 1.24 “Sensitive Information” means information that is not Classified Information regarding (a) the persons or facilities that are the subjects of Lawful U.S. Process, (b) the identity of the government agency or agencies serving such Lawful U.S. Process, (c) the location or identity of the line, circuit, transmission path, or other facilities or equipment used to conduct Electronic Surveillance pursuant to Lawful U.S. Process, (d) the means of carrying out Electronic Surveillance pursuant to Lawful U.S. Process, or (e) the type(s) of service, telephone number(s), records, communications, or facilities subjected to Lawful U.S. Process; as well as all other information that is not Classified Information but is 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” of some type recognized by the agency involved. The designation “Sensitive” as used in this paragraph may refer to information marked or labeled “Official Use Only,” “Limited Official Use Only,” “Law Enforcement Sensitive,” “Sensitive Security Information,” “Sensitive but Unclassified,” “Controlled Unclassified Information” or other similar designations, and all such information shall be deemed “Sensitive Information” for purposes of this Agreement.

1.25 “Subscriber Information” means information relating to subscribers or customers of Horizon 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.

1.26 “Transactional Data” means:

- (a) “call identifying information,” as defined in 47 U.S.C. § 1001(2), including without limitation the telephone number or similar identifying designator associated with a Domestic Communication;
- (b) any information possessed by Horizon, or an entity acting on behalf of Horizon, relating specifically to the identity and physical address of a customer or subscriber, or account payer, or the end-user of such customer or subscriber, or account payer, or associated with such person relating to all telephone numbers, domain names, Internet Protocol (“IP”) addresses, Uniform Resource Locators (“URLs”), other identifying designators, types of services, length of service, fees, usage including billing records and connection logs, and the physical location of equipment, if known and if different from the location information provided under (d) below;
- (c) the time, date, size, or volume of data transfers, duration, domain names, Media Access Control (“MAC”) or IP addresses (including source and destination), URL’s, port numbers, packet sizes, protocols or services, special purpose flags, or other header information or identifying designators or characteristics associated with any Domestic Communication, including electronic mail headers showing From: and To: addresses; and
- (d) as to any mode of transmission (including mobile transmissions), and to the extent permitted by U.S. laws, any information indicating as closely as possible the physical location to or from which a Domestic Communication is transmitted.

The term includes all records or other information of the type referred to and accessible subject to procedures specified in 18 U.S.C. § 2703(c) and (d) but does not include the content of any communication. The phrase “on behalf of” as used in this Section does not include entities with which Horizon has contracted for peering, interconnection, roaming, long distance, or distribution of BGAN Service.

1.27 “United States,” “US” or “U.S.” means the United States of America, including all of its States, districts, territories, possessions, commonwealths, and the special maritime and territorial jurisdiction of the United States.

1.28 “U.S. LES” means a land earth station facility, located in any state of the United States, that is involved with the transmission of satellite communications and meets all other applicable requirements of this Agreement.

1.29 “U.S.-Licensed MES” means an MES licensed by the FCC to Horizon and utilizing the

Inmarsat network, including to provide BGAN Service.

1.30 “U.S. POP” or “POP” means a point of presence located in the United States through which communications are routed for purpose of switching and at which Electronic Surveillance can be conducted, and meeting all other applicable requirements of this Agreement.

1.31 “Wire Communication” has the meaning given it in 18 U.S.C. § 2510(1).

1.32 Other Definitional Provisions. Other capitalized terms used in this Agreement and not defined in this Article 1 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 to the feminine and neuter genders of such terms. Whenever the words “include,” “includes,” “including,” or “such as” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.”

ARTICLE 2: INFORMATION STORAGE AND ACCESS

2.1 Implementation Plan. Certain of the rights and obligations of the Parties are set forth in further detail in an Implementation Plan dated _____, 2008, which is executed by all of the Parties and is hereby expressly incorporated in, and constitutes an integral part of, this Agreement. Wherever the term “Agreement” appears herein, it shall also be deemed to refer to and include the Implementation Plan. This Agreement is expressly conditioned upon compliance by Horizon and Inmarsat with the terms of the Implementation Plan, including but not limited to compliance with any of the underlying obligations or arrangements of Inmarsat related to Horizon’s distribution of BGAN Service. Horizon expressly agrees that if it acquires any information regarding any non-compliance by Inmarsat with such underlying obligations, it shall immediately notify the Government Parties and take such steps as are mutually agreed by Horizon and the Government Parties to be necessary to ensure the needs of U.S. national security and law enforcement.

2.2 Point of Presence. Except to the extent and under conditions concurred in by the Government Parties in writing, Horizon shall ensure in accordance with the Implementation Plan that Domestic Communications transmitted to or from a U.S. Licensed MES, and Call Associated Data, Transactional Data and Subscriber Information related to Domestic Communications, are transmitted to or through a U.S. POP or a U.S. LES, at which Electronic Surveillance can be conducted pursuant to Lawful U.S. Process. Horizon will provide technical or other assistance as needed to facilitate such Electronic Surveillance, including securing Inmarsat’s cooperation and assistance in routing Domestic Communications, and Call Associated Data, Transactional Data and Subscriber Information related to Domestic Communications to or through a U.S. POP or a U.S. LES, at which Electronic Surveillance can be conducted pursuant to Lawful U.S. Process. In accordance with the Implementation Plan, Horizon will further provide such assistance with respect to any Non-U.S. Licensed MES located within the United States.

2.3 Compliance with Lawful U.S. Process. Horizon employees or agents in the United States shall have unconstrained authority to comply, in an effective, efficient, and unimpeded fashion, with Lawful U.S. Process. Such employees will further have such authority with regard to the following, as applicable:

- (a) 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
- (b) 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.*).

2.4 Information Storage and Access. Horizon shall make the following data and communications, if stored by or on behalf of Horizon for any reason, available in the United States:

- (a) Domestic Communications;
- (b) any Wire Communications or Electronic Communications received by, intended to be received by, or stored in the account associated with a U.S. Licensed MES, or transmitted through a U.S. LES, or routed through a U.S. POP to or from a customer or subscriber of Horizon;
- (c) Transactional Data and Call Associated Data relating to Domestic Communications;
- (d) Subscriber Information concerning the customers and subscribers of services using U.S. Licensed MESs, or who are known to be domiciled or holding themselves out as being domiciled in the United States, as well as Subscriber Information related to any Domestic Communication transmitted through a U.S. LES or routed through a U.S. POP; and
- (e) Billing records relating to customers and subscribers of services using U.S. Licensed MESs, or customers and subscribers who are known to be domiciled or are holding themselves out as being domiciled in the United States, as well as billing records related to any Domestic Communication transmitted through a U.S. LES or routed through a U.S. POP, for so long as such records are kept.

The phrase “on behalf of” as used in this Section does not include entities with which Horizon has contracted for peering, interconnection, roaming, long distance, or distribution of BGAN Service.

2.5 Restriction on Storage Outside the U.S. Horizon shall ensure that the data and communications described in Section 2.4 of this Agreement are not stored outside of the United States unless:

- (a) such storage is based strictly on *bona fide* commercial reasons weighing against storage in the United States; and
- (b) the required notice has been given to the Government Parties pursuant to Section 5.9 of this Agreement.

2.6 Avoidance of Mandatory Destruction. Horizon shall ensure that the data and communications described in Section 2.4 of this Agreement are stored in a manner not subject to mandatory destruction

under any foreign laws, if such data and communications are stored by or on behalf of Horizon for any reason.

2.7 Billing Records. Horizon shall store for at least eighteen (18) months all billing records generated or maintained by Horizon relating to customers and subscribers of services using U.S. Licensed MESs, and shall make such records available in the United States.

2.8 Storage Pursuant to 18 U.S.C. § 2703(f). Upon a request made pursuant to 18 U.S.C. § 2703(f) by a Governmental Authority within the United States to preserve any information in the possession, custody, or control of Horizon, including any information that is listed in Section 2.4 above, Horizon shall store such preserved records or other evidence in the United States.

2.9 Compliance with U.S. Law. Nothing in this Agreement shall excuse Horizon from its obligation to comply with applicable U.S. legal requirements, including those requiring the retention, preservation, or production of information, records, or data, those not to unlawfully intercept telecommunications or unlawfully access stored telecommunications, Chapters 119 and 121 of Title 18, United States Code, and the requirements of the Communications Assistance for Law Enforcement Act, 47 U.S.C. § 1001 *et seq.*

2.10 Customer Proprietary Network Information. With respect to Domestic Communications, Horizon 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(h)(1).

2.11 Storage of Protected Information. The storage of Classified and Sensitive Information by Horizon or its contractors or agents shall be at an appropriately secure location in the United States or other secure location within the offices of a U.S. military facility, a U.S. Embassy or Consulate or other U.S. Government Authority.

ARTICLE 3: SECURITY

3.1 Measures to Prevent Improper Use or Access. Horizon shall take all practicable measures to prevent the use of or access to Horizon’s equipment or facilities to conduct Electronic Surveillance of Domestic Communications, or to obtain or disclose Domestic Communications, Classified Information, or Sensitive Information, in violation of any U.S. federal, state, or local laws or the terms of this Agreement. These measures shall include creating and complying with any policies and procedures as required by 47 C.F.R. § 1.20003, as applicable, and other appropriate written technical, organizational, and personnel-related policies and procedures, implementation plans, and physical security measures.

3.2 Disclosure of, or Access to, Domestic Communications and Information by Foreign Individuals, Entities, or Governments. Horizon shall not, directly or indirectly, disclose, permit disclosure of, or provide access to Domestic Communications, or Call Associated Data, Transactional Data, or Subscriber Information related to Domestic Communications to any Foreign individual (other than Horizon employees with a need to know) or entity, or Foreign Governmental Authority, or to any person in response to the legal process or request by a Foreign individual or entity, or Foreign Governmental Authority, without first satisfying all applicable U.S.

legal requirements, and obtaining the express written consent of the Government Parties or the authorization of a court of competent jurisdiction in the United States, provided that Horizon may respond to legal process issued by a Foreign Governmental Authority without obtaining such consent or court authorization after determining that such response would not be prohibited by applicable U.S. law, and making the notification to the Government Parties required herein. Any such requests or submission of legal process shall be reported to the Government Parties no later than five (5) business days after its is received by Horizon. Horizon shall take reasonable measures to ensure that it will promptly learn of all such requests or submission of legal process.

3.3 Disclosure of, or Access to, Certain Other Information by Foreign Individuals, Entities, or Governments. Horizon shall not, directly or indirectly, disclose or permit disclosure of, or provide access to:

(a) Classified or Sensitive Information;

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

(c) the existence of Lawful U.S. Process that is not already a matter of public record;

to any Foreign individual (other than Horizon employees who are authorized and have a need to know) or entity, or Foreign Governmental Authority, or to any person in response to the legal process or request by a Foreign individual or entity, or Foreign Governmental Authority, without first satisfying all applicable U.S. legal requirements, and obtaining the express written consent of the Government Parties or the authorization of a court of competent jurisdiction in the United States. Any such requests or submission of legal process shall be reported to the Government Parties no later than five (5) business days after its is received by Horizon. Horizon shall take reasonable measures to ensure that it will promptly learn of all such requests or submission of legal process.

3.4 Points of Contact. Within five (5) business days after the Effective Date, Horizon shall designate points of contact within the United States with the authority and responsibility for accepting and overseeing the carrying out of Lawful U.S. Process. The points of contact shall be assigned to an Horizon office in the U.S., shall be available twenty-four (24) hours per day, seven (7) days per week, and shall be responsible for accepting service and for maintaining the security of Sensitive and Classified Information and any Lawful U.S. Process. Horizon shall immediately notify the Government Parties in writing of the points of contact, and thereafter shall promptly notify the Government Parties of any change in such designation. The points of contact shall be resident U.S. citizens who are reasonably believed by Horizon to be eligible for appropriate U.S. security clearances. Horizon shall cooperate with any request by a U.S. Governmental Authority that a background check and/or security clearance process be completed for a designated point of contact.

3.5 Security of Lawful U.S. Process, Classified and Sensitive Information. Horizon shall protect the confidentiality and security of all Lawful U.S. Process, and any Classified and Sensitive Information in accordance with U.S. Federal and state law or regulation. Horizon shall ensure that knowledge of the existence of any Lawful U.S. Process served upon Horizon is limited to those individuals who are authorized to know and whose assistance is strictly necessary to ensure compliance. Horizon shall maintain a list of the names, dates and places of birth, and current addresses of each such individual and the list shall include but not be limited to any technicians assisting in the implementation of electronic surveillance. Horizon shall make the list available upon request to any law enforcement agency or officer seeking compliance with Lawful U.S. Process.

3.6 Information Security Plan. Horizon shall form and implement an Information Security Plan, which shall include provisions for the following:

- (a) Take appropriate measures to prevent unauthorized access to data or facilities that might contain Classified or Sensitive Information;
- (b) Assign U.S. citizens, who meet high standards of trustworthiness for maintaining the confidentiality of Sensitive Information, to positions that handle or regularly deal with information identifiable to such person as Sensitive Information;
- (c) Upon request from the Government Parties, provide the name and any other identifying information requested for each person who handles or regularly deals with Sensitive Information;
- (d) Require that personnel handling Classified Information, if any, shall have been granted appropriate U.S. security clearances; and
- (e) Provide that the points of contact described in Section 3.4 shall have sufficient authority over any of Horizon's employees who may handle Classified 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;

3.7 Nondisclosure of Protected Data. Horizon shall not directly or indirectly disclose information concerning Lawful U.S. Process, Classified Information, or Sensitive Information to any third party, or officer, director, shareholder, employee, agent, or Contractor of Horizon, including those who serve in a supervisory, managerial or officer role with respect to the employees working with the information, unless disclosure has been approved by prior written consent obtained from the Government Parties, or there is an official need for disclosure of the information in order to fulfill an obligation consistent with the purpose for which the information is collected or maintained and the disclosure has been approved by the entity that provided the information to Horizon. Any such disclosure shall be in strict compliance with Section 3.5 of this Agreement.

3.8 Written Notice of Obligations. By a written statement, Horizon shall instruct all appropriate officials, employees, contractors, and agents of Horizon as to the obligations of this Agreement,

including the individuals' duty to report any violation of this Agreement and the reporting requirements in Sections 5.2, 5.5, and 5.8 of this Agreement, and shall issue periodic reminders to them of such obligations. The written statement shall set forth in a clear and prominent manner the contact information for a senior manager to whom such information may be reported, and shall also state that Horizon will not discriminate against, or otherwise take adverse action against, anyone who reports such information to management or the United States government.

3.9 Access to Classified or Sensitive Information. Nothing contained in this Agreement shall limit or affect the authority of a U.S. Government Authority to deny, limit, or revoke whatever access Horizon might have to Classified or Sensitive Information under that Government Authority's jurisdiction.

ARTICLE 4: DISPUTES

4.1 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 any of the Government Parties believes that important national interests can be protected, or Horizon believes that its paramount commercial interests can be resolved, only by resorting to the measures set forth in Section 4.2. If, after meeting with higher authorized officials, any of the Parties determines that further negotiation would be fruitless, then that Party may resort to the remedies set forth in Section 4.2. If resolution of a disagreement requires access to Classified Information, the Parties shall designate a person or persons possessing the appropriate security clearances for the purpose of resolving that disagreement.

4.2 Enforcement of Agreement. Subject to Section 4.1 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 Authority to:

- (a) require that the Party or Parties believed to have breached, or about to breach, this Agreement cure such breach within thirty (30) days, or whatever shorter time period is appropriate under the circumstances, upon receiving written notice of such breach;
- (b) request that the FCC modify, condition, revoke, cancel, or render null and void any license, permit, or other authorization granted or given by the FCC to Horizon, request that the FCC take other action, or request that the FCC impose any other appropriate sanction, including but not limited to a forfeiture or other monetary penalty, against Horizon;
- (c) seek civil sanctions for any violation of any U.S. law or regulation or term of this Agreement; or
- (d) pursue criminal sanctions against Horizon or any of their respective directors, officers, employees, representatives or agents, or against any other person or entity, for

violations of the criminal laws of the United States; or

- (e) seek suspension or debarment of Horizon from eligibility for contracting with the U.S. Government.

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

4.4 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.

4.5 Waiver of Immunity. Horizon agrees that, to the extent that it or any of its property (including FCC licenses and authorizations and intangible property) is or becomes entitled at any time to any immunity on the ground of sovereignty or otherwise based upon a status as an agency or instrumentality of government from any legal action, suit, or proceeding or from setoff or counterclaim relating to this Agreement, from the jurisdiction of any competent court or the FCC, from service of process, from attachment prior to judgment, from attachment in aid of execution of a judgment, from execution pursuant to a judgment or arbitral award, or from any other legal process in any jurisdiction, it, for itself and its property expressly, irrevocably and unconditionally waives, and agrees not to plead or claim, any such immunity with respect to matters arising with respect to this Agreement or the obligations herein (including any obligation for the payment of money) in any proceeding brought by a U.S. federal, state or local Government Authority. Horizon agrees that the waiver in this provision is irrevocable and is not subject to withdrawal in any jurisdiction or under any statute, including the Foreign Sovereign Immunities Act, 28 U.S.C. § 1602 *et seq.* The foregoing waiver shall constitute a present waiver of immunity at any time any action is initiated by a U.S. federal, state or local Government Authority against Horizon with respect to compliance with this Agreement.

4.6 Forum Selection. Any civil action among the Parties 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.

4.7 Effectiveness of Article 4. This Article 4, and the obligations imposed and rights conferred herein, shall become effective upon the execution of this Agreement by all the Parties.

ARTICLE 5: REPORTING AND NOTICE

5.1 Filings Concerning *de jure* or *de facto* control of Horizon. If Horizon makes any filing with the FCC or any other U.S. Government Authority relating to the *de jure* or *de facto* control of Horizon, except for filings with the FCC for assignments or transfers of control that are *pro forma*, Horizon shall promptly provide to the Government Parties written notice and copies of such filing. This Section 5.1 shall become effective upon execution of this Agreement by all the Parties.

5.2 Change in Control. If any member of the management of Horizon (including officers and members of the Board of Directors) acquires any information that reasonably indicates that any single Foreign entity or individual, Foreign Governmental Authority, or Foreign Governmental Authority-controlled entity – other than those already identified to the Government Parties in connection with Horizon’s pending FCC application – has or will likely obtain an ownership interest (direct or indirect) in Horizon of more than 10 percent, as determined in accordance with 47 C.F.R. § 63.09, or if any Foreign entity or individual, Foreign Governmental Authority, or Foreign Governmental Authority-controlled entity singly or in combination with other Foreign entities or individuals, Foreign Governmental Authority(ies), or Foreign Governmental Authority-controlled entities has or will likely otherwise gain either (1) Control or (2) *de facto* or *de jure* control of Horizon, then such Director, officer or manager shall promptly cause Horizon to notify the Government Parties in writing within ten (10) calendar days. Notice under this Section 5.2 shall, at a minimum if such information is known or reasonably available:

- (a) identify the Foreign entity or individual(s), Foreign Governmental Authority, or Foreign Governmental Authority-controlled entity (specifying the name, addresses and telephone numbers);
- (b) identify the beneficial owners of the increased or prospective increased interest in Horizon by the Foreign entity or individual(s), Foreign Governmental Authority, or Foreign Governmental Authority-controlled entity (specifying the name, addresses and telephone numbers of each beneficial owner); and
- (c) quantify the amount of ownership interest that the Foreign entity or individual(s), Foreign Governmental Authority, or Foreign Governmental Authority-controlled entity has or will likely obtain in Horizon and, if applicable, the basis for its prospective Control of Horizon.

5.3 Joint Ventures. In the event that Horizon enters into joint ventures or other arrangements under which the joint venture or another entity may provide Domestic Communications:

- (a) if Horizon has the power or authority to exercise *de facto* or *de jure* control over such joint venture or entity, then Horizon will require the entity to fully comply with the terms of this Agreement; or
- (b) if Horizon does not have *de facto* or *de jure* control over such joint venture or entity, the provisions of Section 5.4, Outsourcing Contracts, shall apply as if the joint venture or other arrangement was an Outsourcing Contract.

5.4 Outsourcing Contracts. Horizon shall ensure the following with regard to any Outsourcing Contracts related to its distribution of BGAN Service:

- (a) Horizon shall include written provisions in any Outsourcing Contract that require the contractor to comply with all applicable terms of this Agreement and the Implementation Plan, or shall take other reasonable, good-faith measures to ensure that the contractor is aware of, agrees to, and is bound to comply with all such terms.
- (b) Horizon shall not enter into any Outsourcing Contract that affords the contractor access to Sensitive Information, unless such access has been lawfully approved by the entity that provided the information.
- (c) Horizon shall not induce the contractor either to violate its obligations to Horizon related to this Agreement or the Implementation Plan, or to take any action that, if taken by Horizon, would violate this Agreement or the Implementation Plan.
- (d) If Horizon receives any information that a contractor or any of its employees or agents has taken an action that, had it been taken by Horizon, would violate a provision of this Agreement or the Implementation Plan, or has violated its obligations to Horizon related to this Agreement or the Implementation Plan, Horizon (1) will notify the Government Parties promptly, and (2) in consultation and cooperation with them, will take all reasonable steps necessary to rectify promptly the situation, including terminating the Outsourcing Contract (with or without notice and opportunity for cure) or initiating and pursuing litigation or other remedies at law and equity.
- (e) Neither an Outsourcing Contract nor any provision of this Section 5.4 does or shall be construed to relieve Horizon of any of its obligations under this Agreement or the Implementation Plan.

5.5 Notice of Foreign Influence. If Horizon or its agents (including officers and members of the Board of Directors) acquires any information that reasonably indicates that any Foreign entity or individual, Foreign Governmental Authority, or Foreign Governmental Authority-controlled entity plans to participate or has participated in any aspect of the day-to-day management of Horizon or to exercise any Control of Horizon in such a way that (1) interferes with or impedes the performance by Horizon of its duties and obligations under the terms of this Agreement; (2) interferes with or impedes the exercise by Horizon of its rights under the Agreement; or (3) raises a concern with respect to the fulfillment by Horizon of its obligations under this Agreement, then such manager shall promptly notify the Government Parties in writing of the timing and the nature of the Foreign entity's or individual's, Foreign Governmental Authority's, or Foreign Governmental Authority-controlled entity's plans or actions.

5.6 Procedure and Process on Reporting. Within thirty (30) days after the Effective Date, Horizon shall adopt and distribute to all officers and directors, a written procedure or process for the reporting by officers and directors of noncompliance with this Agreement or the Implementation Plan, which shall incorporate the notice of reporting obligations by officials, employees, agents and contractors required under Section 3.8 of this Agreement. Any violation by Horizon of any material term of such corporate policy shall constitute a breach of this Agreement.

5.7 Non-retaliation. Within thirty (30) days after the Effective Date, Horizon shall, by duly authorized action of its Board of Directors, adopt and distribute to all officers and directors an official corporate policy that strictly prohibits Horizon from discriminating or taking any adverse action against any officer, director, employee, contractor, or agent because he or she has in good faith initiated or attempted to initiate a notice or report under Sections 5.2, 5.5, or 5.8 of this Agreement, or has notified or attempted to notify the management to report information that he or she believes in good faith is required to be reported to the Government Parties under either Sections 5.2, 5.5, or 5.8 of this Agreement or under Horizon's written notice to employees on the reporting of any such information. Any violation by Horizon of any material term of such corporate policy shall constitute a breach of this Agreement.

5.8 Reporting of Incidents. Horizon shall report to the Government Parties any information acquired by Horizon or any of its officers, directors, employees, contractors, or agents that reasonably indicates:

- (a) a breach of this Agreement or the Implementation Plan;
- (b) access to or disclosure of Domestic Communications, or the conduct of Electronic Surveillance, in violation of federal, state or local law or regulation;
- (c) access to or disclosure of CPNI, Call-Associated Data, Transactional Data, or Subscriber Information, in violation of federal, state or local law or regulation; or
- (d) improper access to or disclosure of Classified or Sensitive Information.

This report shall be made in writing by the appropriate Horizon officer to the Government Parties no later than ten (10) calendar days after Horizon acquires information indicating a matter described in this Section. Horizon shall lawfully cooperate in investigating the matters described in this Section. Horizon need not report information where disclosure of such information would be in violation of an order of a court of competent jurisdiction in the United States.

5.9 Notice of Decision to Store Information Outside of the United States. Horizon shall provide to the Government Parties thirty (30) days advance notice if it plans to store or have stored on its behalf outside the United States any of the information specified in Section 2.4 herein. 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 Horizon;
- (c) identify the location where the information is to be located; and
- (d) identify the factors considered, pursuant to Section 2.5 of this Agreement, in deciding to store the information outside of the United States.

5.10 Access to Information and Facilities.

(a) The Government Parties or their designees may visit any part of Horizon's Domestic Communications Infrastructure to conduct on-site reviews concerning the implementation of the terms of this Agreement, and Horizon will provide unimpeded access for such on-site reviews.

(b) Horizon will voluntarily provide prompt and unimpeded access to and disclosure of all records and information concerning technical, physical, management, or other security measures, as needed by the Government Parties or their designees to verify compliance with the terms of this Agreement including the Implementation Plan.

5.11 Access to Personnel. Upon reasonable notice from the Government Parties or their designees, Horizon shall make available for interview any officers or employees of Horizon and any contractors located in the United States, who are in a position to provide information to verify compliance with the terms of this Agreement.

5.12 Annual Report. On or before the last day of January of each year, a designated senior corporate officer of Horizon shall submit to the Government Parties a report assessing Horizon's compliance with the terms of this Agreement for the preceding calendar year (or since the Effective Date in the case of the first such report). The report shall include:

- (a) a copy of the then-current policies and procedures adopted to comply with this Agreement;
- (b) a summary of the changes, if any, to the policies or procedures, and the reasons for those changes;
- (c) 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
- (d) identification of any other issues that, to Horizon's knowledge, will or reasonably could affect the effectiveness of or its compliance with this Agreement.

5.13 Notices. Effective upon execution of this Agreement by all the Parties, all notices and other communications relating to this Agreement, such as a proposed modification, shall be in writing and shall be deemed given as of the date of receipt and shall be sent by electronic mail (if an email is specified below or in a subsequent notice) and one of the following methods:

(a) delivered personally, (b) sent by facsimile, (c) sent by documented overnight courier service, or (d) sent by registered or certified mail, postage prepaid, addressed to the Parties' designated representatives at the addresses shown below, unless provided otherwise in this Agreement; provided, however, that upon written notification to the Parties, a Party may unilaterally amend or modify its designated representative information, notwithstanding any provision to the contrary in Section 8.6 of this Agreement:

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

Department of Homeland Security
Assistant Secretary for Policy
3801 Nebraska Avenue, N.W.
Washington, D.C. 20528

Note: All notices and other communications shall, in addition to the foregoing methods of delivery, be sent by email to ip-fcc@dhs.gov and/or such other email account as DHS may designate in the future.

Horizon Mobile Communications, Inc.
Adam C. Thompson, President
225 Skyview Lane
Harleysville, PA 19038

With a copy to:

E. Ashton Johnston
Helen E. Disenhaus
LAMPERT, O'CONNOR & JOHNSTON, P.C.
1776 K Street NW
Suite 700
Washington, DC 20006

ARTICLE 6: CONFIDENTIALITY; USE OF INFORMATION

6.1 Confidentiality. The Government Parties shall take all measures required by law to protect from public disclosure all information submitted by Horizon (or other entities in accordance with the terms of this Agreement, including the Implementation Plan) to them in connection with this Agreement and clearly marked with the legend "Business Confidential; subject to protection under 5 U.S.C. § 553(b)" or similar designation. Such markings shall signify that it is the company's 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). For the purposes of 5 U.S.C. § 552(b)(4), the Parties agree that information so marked is voluntarily submitted. 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, Horizon shall be provided with the notices and procedures required by law, including those specified in Executive Order 12600, 52 Fed. Reg. 23781 (June 25, 1987)).

6.2 Use of Information by U.S. Government for Any Lawful Purpose. Nothing in this Agreement shall prevent the Government Parties or any other U.S. Governmental Authority from lawfully disseminating this Agreement or using any information produced under or otherwise related to this Agreement to seek enforcement of this Agreement, or for any other lawful purpose.

ARTICLE 7: FCC CONDITION

7.1 FCC Approval. Upon the execution of this Agreement, including the Implementation Plan, by all of the Parties, Horizon shall request that the FCC adopt a condition to Horizon's existing or pending FCC authorizations, substantially the same as set forth in Exhibit A attached hereto (the "Condition to FCC Authorization").

7.2 Right to Object to Future FCC Filings. Horizon agrees that in any application or petition by Horizon, filed with or granted by the FCC after the execution of this Agreement by all the Parties, for a license or other authority under Titles II and III of the Communications Act of 1934, as amended, to offer, distribute, or resell Domestic Communications in the United States for communications utilizing the Inmarsat system, or otherwise operate U.S. Licensed MESs in the United States, Horizon shall request that the FCC condition the grant of such licensing or other authority on compliance with the terms of this Agreement. Notwithstanding Section 8.9, nothing in this Agreement shall preclude the Government Parties or any other U.S. Governmental Authority from opposing, formally or informally, any FCC application or petition by Horizon for other authority, or to transfer its license(s) to a third party (except with respect to *pro forma* assignments or *pro forma* transfers of control), and to seek additional or different terms that would, consistent with the public interest, address any concerns regarding 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.

ARTICLE 8: OTHER

8.1 Right to Make and Perform Agreement. Horizon represents that it has and shall continue to have throughout the term of this Agreement the full right to enter into this Agreement and perform its obligations hereunder and that this Agreement is a legal, valid, and binding obligation of Horizon enforceable in accordance with its terms.

8.2 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 the terms of this Agreement.

8.3 Other Laws. Nothing in this Agreement is intended to limit or constitute a waiver of (a) any obligations imposed by any U.S. federal, state, or local law or regulation on Horizon, (b) any enforcement authority available under any U.S. federal, state, or local law or regulation, (c) the sovereign immunity of the United States, or (d) any authority the U.S. Government may possess over the activities or facilities if Horizon located within or outside the United States (including authority pursuant to the International Emergency Economic Powers Act). Nothing in this Agreement is intended to or is to be interpreted to require the Parties to violate any applicable U.S. law.

8.4 Statutory References. All references in this Agreement to statutory provisions and executive

orders shall include any future amendments to such statutory provisions and executive orders.

8.5 Non-Parties. Nothing in this Agreement is intended to confer or does confer any rights on any person other than the Parties and any Government Authorities entitled to affect Electronic Surveillance pursuant to Lawful U.S. Process.

8.6 Modification. This Agreement may only be modified by written agreement signed by all of the Parties, provided that the Government Parties may, by a written notice to Horizon signed by all of them, waive any provision of this Agreement intended for their benefit unless such waiver is objected to by Horizon. The Government Parties agree to consider promptly and in good faith possible modifications to this Agreement if Horizon 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.

8.7 Severability. The provisions of this Agreement shall be severable and if any provision thereof or the application of such provision under any circumstances is held invalid by a court of competent jurisdiction, it shall not affect any other provision of this Agreement or the application of any provision thereof.

8.8 Changes in Circumstances for Horizon. The Government Parties agree to negotiate in good faith and promptly with respect to any request by Horizon for relief from application of specific provisions of this Agreement if those provisions become unduly burdensome or have an adverse affect on Horizon's competitive position.

8.9 Changes in Circumstances for the Government Parties. If after the date that all the Parties have executed this Agreement, the Government Parties find that the terms of this Agreement are inadequate to address national security, law enforcement, or public safety concerns, then Horizon will negotiate in good faith to modify this Agreement to address those concerns.

8.10 Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile, each of which shall together constitute one and the same instrument.

8.11 Successors and Assigns: This Agreement shall inure to the benefit of, and shall be binding upon, the Parties, and their respective successors and assigns. This Agreement shall also be binding on all subsidiaries, divisions, departments, branches, and other components or agents of Horizon, and on all Affiliates of Horizon.

8.12 Effectiveness of Article 8. This Article 8, and the obligations imposed and rights conferred herein, shall be effective upon execution of this Agreement by all the Parties.

8.13 Effectiveness of Agreement. Except as otherwise specifically provided elsewhere in this Agreement, the obligations imposed and rights conferred by this Agreement shall take effect upon the Effective Date.

8.14 [NOT USED]

8.15 Suspension of Agreement and Obligations Hereunder. This Agreement shall be suspended upon thirty (30) days notice to the Government Parties that neither Horizon, nor any transferee or assignee of the FCC licenses or authorizations held by Horizon, provides Domestic Communications in the United States, unless any of the Government Parties, within that 30-day period, seeks additional information or objects to the suspension.

8.16 Termination of Agreement. This Agreement shall be terminated in its entirety upon the written determination of the Government Parties that Horizon has provided notice and reasonably satisfactory documentation that no foreign entity or combination of foreign entities (including one or more persons under common Control) either Controls Horizon or holds, directly or indirectly, a ten (10) percent or greater interest in Horizon, and that this Agreement is no longer necessary in order to protect U.S. national security, law enforcement, or public safety concerns. It is expressly acknowledged that this Agreement shall not be terminated with respect to Horizon during such time as it is engaged in distribution of BGAN Service that is provided or facilitated within the United States via any facilities or equipment, including but not limited to any land earth station, located outside of the U.S. If this Agreement is not terminated pursuant to this provision, the Government Parties agree to consider promptly and in good faith possible modifications to this Agreement.

8.17 Notice of Additional Services. Horizon shall provide a minimum of thirty (30) days advanced notice to the Government Parties in the event that Horizon or any Affiliate changes or intends to change its present services with respect to Domestic Communications, as set forth in the Recitals to this Agreement, such that the material representations made therein are no longer fully accurate, true and complete. In no event will such notice relieve any Party to this Agreement of obligations under this Agreement or be construed as a waiver of any Party's rights under this Agreement.

This Agreement is executed on behalf of the Parties:

Horizon Mobile Communications, Inc.

Date: 9/24/08

By: 

Printed Name: Adam C. Thompson

Title: President

SatCom Distribution, Inc.

Date: 9/24/08


By: 

Printed Name: Adam C. Thompson

Title: President

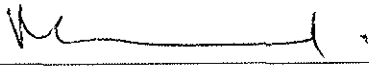
SatCom Distribution Ltd.

Date: 9/24/08

By: 
Printed Name: Martin C. Ward
Title: Director

SatCom Group Holdings Plc

Date: 9/24/08

By: 
Printed Name: Martin C. Ward
Title: Secretary

United States Department of Justice

Date: _____

By: _____
Printed Name: J. Patrick Rowan
Title: Acting Assistant Attorney General for National Security

Department of Homeland Security

Date: _____

By: _____
Printed Name: Stewart A. Baker
Title: Assistant Secretary for Policy

SatCom Distribution Ltd.

Date: _____

By: _____

Printed Name: Martin C. Ward

Title: Director

SatCom Group Holdings Plc

Date: _____

By: _____

Printed Name: Martin C. Ward

Title: Secretary

United States Department of Justice

Date: 9-17-08

By: ~~CIAMSA~~/C. Steele for JPR

Printed Name: J. Patrick Rowan

Title: Acting Assistant Attorney General for National Security

Department of Homeland Security

Date: _____

By: _____

Printed Name: Stewart A. Baker

Title: Assistant Secretary for Policy

SatCom Distribution Ltd.

Date: _____

By: _____
Printed Name: Martin C. Ward
Title: Director

SatCom Group Holdings Plc

Date: _____

By: _____
Printed Name: Martin C. Ward
Title: Secretary

United States Department of Justice

Date: _____

By: _____
Printed Name: J. Patrick Rowan
Title: Acting Assistant Attorney General for National Security

Department of Homeland Security

Date: _____


By:  _____
Printed Name: Stewart A. Baker
Title: Assistant Secretary for Policy

EXHIBIT A
CONDITION TO FCC AUTHORIZATION

IT IS FURTHER ORDERED, that this authorization and any licenses related thereto are subject to compliance with the provisions of the Agreement attached hereto between Horizon Mobile Communications, Inc. on the one hand, and the Department of Justice (“DOJ”) and the Department of Homeland Security (“DHS”), on the other hand, dated _____, 2008, which Agreement is intended to enhance the protection of U.S. national security, law enforcement, and public safety. Nothing in this Agreement is intended to limit any obligation imposed by Federal law or regulation.

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of January, 2009, I caused a true and correct copy of the foregoing PETITION TO ADOPT CONDITIONS TO AUTHORIZATIONS AND LICENSES to be served via electronic mail delivery to each of the following parties:

Helen Domenici, Chief
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

John Giusti, Deputy Bureau Chief
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Roderick Porter, Deputy Bureau Chief
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Arthur Lechtman, Legal Advisor
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Steven Spaeth, Legal Advisor
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

James Ball, Chief
Policy Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Howard Griboff, Deputy Division Chief
Policy Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

George Li, Deputy Division Chief
Policy Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Francis Gutierrez, Associate Division Chief
Policy Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

David Krech, Associate Division Chief
Policy Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

JoAnn Sutton, Assistant Division Chief
Policy Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Paul Locke, Assistant Chief of Engineering
Policy Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Susan O'Connell
Policy Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Robert Nelson, Chief
Satellite Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Cassandra Thomas, Deputy Division Chief
Satellite Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Fern Jarmulnek, Deputy Division Chief
Satellite Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Karl Kensinger, Associate Division Chief
Satellite Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Kathryn Medley, Branch Chief
Engineering Branch
Satellite Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Andrea Kelly, Branch Chief
Policy Branch
Satellite Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Scott Kotler, Branch Chief
System Analysis Branch
Satellite Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Stephen Duall
Policy Branch
Satellite Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Jeanette Spriggs
Policy Branch
Satellite Division
International Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

E. Ashton Johnston
Helen E. Disenhaus
Lampert, O'Connor & Johnston, P.C.
1776 K Street NW, Suite 700
Washington, DC 20006

/s/ Valerie M. Barrish

Valerie M. Barrish