



12 November 2018

Under Secretary for Strategy, Policy, and Plans
ATTN: Foreign Investment Risk Management (FIRM) Team
U.S. Department of Homeland Security
3801 Nebraska Avenue NW
Washington, D.C. 20528
IP-FCC@hq.dhs.gov

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

Ladies and Gentlemen:

This Letter of Assurances (“LOA”) outlines the commitments made by Amalgamated Telecom Holdings Limited (“ATH”) to the U.S. Department of Homeland Security (“DHS”) and the U.S. Department of Justice (“DOJ”) and, with DHS, the “Compliance Monitoring Agencies” or the “CMAs”) in order to address national security, law enforcement, and public safety concerns raised with regard to applications filed by Amper S.A. (“Amper”) and ATH with the Federal Communications Commission (“FCC”) requesting authority to transfer control of certain licenses and authorizations from Amper to ATH.¹

ATH has agreed to provide this LOA to address issues raised by the CMAs, and ATH understands that the CMAs will petition the FCC to condition the requested authorizations on compliance with this LOA.

For purposes of this LOA:

- A. “American Samoa-Hawaii Cable System” means a fiber-optic submarine cable system between the United States and the Independent State of Samoa, authorized by the FCC pursuant to, inter alia, File No. SCL-LIC-20080814-00016.
- B. “BlueSky System” means the American Samoa-Hawaii Cable System and the fixed and mobile telecommunications and broadband system operated by ATH in American Samoa, authorized by the FCC pursuant to, inter alia, File No. ITC-214-19980918-00671, File No. ITC-214-19981207-00860, and described in ULS File No. 0007584554 (AST Telecom, LLC d/b/a Bluesky).

¹ FCC File No. SCL-T/C-20161220-00026, Application for Consent to Transfer Control of the Cable Landing Licence for the American Samoa-Hawaii Cable System; FCC File No. ITC-T/C-20161220-00377 (Joint Application to Transfer Control of Domestic and International Section 214 Authorizations); and ULS File No. 0007584554 (AST Telecom, LLC d/b/a Bluesky).

- C. “Domestic Communications” means: (a) Wire Communications or Electronic Communications (whether stored or not) from one U.S. location to another U.S. location and (b) the U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates or terminates in the United States.
- D. “Domestic Communications Infrastructure” or “DCI” means: (a) the transmission and switching equipment (including hardware, software, and upgrades), servers, security appliances, and fiber and copper cable and associated facilities owned (to include leased) and controlled by or on behalf of ATH to provide, process, direct, control, supervise or manage Domestic Communications; (b) facilities and equipment leased or owned by or on behalf of ATH that are physically located in the United States; (c) the facilities and equipment leased or owned by or on behalf of ATH to control the equipment or facilities described in (a) and (b) above; (d) any portion of the American Samoa-Hawaii Cable System that physically is located in the United States, up to the submarine line terminating equipment, including (if any) transmission, switching, bridging, and routing equipment, and any associated software (with the exception of commercial-off-the-shelf (“COTS”) software used for common business functions, e.g., MS Office) used by or on behalf of ATH to provide, process, direct, control, supervise, or manage Domestic Communications; and (e) Network Operations Center (“NOC”) facilities, as defined in paragraph H below. The phrase “on behalf of,” as used in this paragraph, does not include entities with which ATH has contracted for peering, interconnection, roaming, long distance, or other similar arrangements.
- E. “Electronic Communication” has the meaning given it in 18 U.S.C. § 2510(12).
- F. “Electronic Surveillance” means: (a) the interception of wire, oral, or electronic communications as defined in Title 18, U.S. Code, Section 2510(1), (2), (4) and (12), respectively, and electronic surveillance as defined in Title 50, U.S. Code, Section 1801(f); (b) access to stored wire or electronic communications, as referred to in Title 18, U.S. Code, Section 2701 *et seq.*; (c) the 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 Title 18, U.S. Code, Section 3121 *et seq.* and Title 50, U.S. Code, Section 1841 *et seq.*; (d) the acquisition of location-related information concerning a subscriber or facility; (e) the preservation of any of the above information in this paragraph pursuant to Title 18, U.S. Code, Section 2703(f); and (f) access to or the acquisition, interception, or preservation of, wire, oral, or electronic communications or information as described in (a) through (e) in this paragraph and comparable state laws.
- G. “Lawful U.S. Process” means U.S. federal, state, or local court orders, subpoenas, warrants, processes, directives, certificates or authorizations, and other orders, legal process, statutory authorizations and certifications for electronic surveillance, physical search and seizure, production of tangible things or access to or disclosure of Domestic Communications, and call-associated data, transactional data, or subscriber information, or associated records.

- H. “Network Operations Center” or “NOC” means the locations and facilities designated as such by ATH for purposes of performing network management, monitoring, maintenance, or other operational functions for the BlueSky System.
- I. “Principal Equipment” means the primary electronic components of or supporting a mobile or fixed communication network, broadband network, transport or fiber network, or terrestrial wireless or satellite network (including earth stations), or the American Samoa-Hawaii Cable System (including the Wet Infrastructure), used by or on behalf of ATH to provide, process, direct, control, supervise, or manage Domestic Communications.

Principal Equipment includes: softswitches; network routers; call managers/servers; NOC equipment; evolved packet core (“EPC”) equipment and software necessary to operate and maintain a base station; digital transmitters; wired and wireless radio transmitters; multiplexers; device controllers; signal routing and transfer routers; devices that perform network or element management, fiber optic line termination and multiplexing, core and edge routing, network protection, radio network control, mobility management, or lawful intercept functions; and (i) any firmware necessary for the proper operation of equipment described in this paragraph, with the exception of COTS software used for common business functions (e.g. Microsoft Office).

For purposes of the American Samoa-Hawaii Cable System, Principal Equipment includes: network element servers; routers; switches; repeaters; submarine line terminal equipment (“SLTE”); system supervisory equipment (“SSE”); signal modulators and amplifiers; power feed equipment (“PFE”); tilt and shape equalizer units (“TEQ/SEQ”); optical distribution frames (“ODF”); branching units (“BU”); synchronous optical network (“SONET”), synchronous digital hierarchy (“SDH”), wave division multiplexing (“WDM”), dense wave division multiplexing (“DWDM”), coarse wave division multiplexing (“CWDM”), or optical carrier network (“OCx”) equipment, as applicable; and any non-embedded software used for monitoring, administration, or provisioning of a Covered Cable System (with the exception of COTS software used for common business functions, e.g., Microsoft Office). Principal Equipment does not include equipment dedicated to the termination of international undersea cables, provided that such equipment is utilized solely to effectuate the operation of undersea transport network(s) outside of the United States and in no manner controls land-based transport network(s) or their associated systems in the United States.

ATH understands that this definition may be modified from time to time by the CMAs as may be necessary due to changes in relevant technology. For the avoidance of doubt, Principal Equipment does not include end-user devices such as handsets or customer premises equipment.

- J. “Screened Personnel” has the meaning set forth in paragraph 12 below.
- K. “U.S. Records” means ATH’s customer billing records, subscriber information, Call Detail Records (records about the basic information of a telephone call, the parties

involved in a call, and the supporting network), Internet Protocol Detail Records (records and information about Internet Protocol-based service usage, resources, protocols, content, and addresses), text, internet browsing or purchasing information, geolocation data, Customer Proprietary Network Information (which has the meaning given in Title 47, U.S. Code, Section 222(h)(1)), and any other related information used, processed, or maintained in the ordinary course of business relating to the services offered by ATH in the United States, including information subject to disclosure to a U.S. federal or state governmental entity under the procedures specified in Title 18, U.S. Code, Sections 2703(c) and (d) and 2709.

- L. “Wet Infrastructure” means hardware components installed and residing on the undersea portion of the American Samoa-Hawaii Cable System, including fiber optic cables, repeaters, branching units, and routers (if any). Wet Infrastructure includes all the components used in order to define the topology of the undersea portion of the American Samoa-Hawaii Cable System.
- M. “Wire Communication” has the meaning given it in 18 U.S.C. § 2510(1).

Upon grant of the requested FCC authority, ATH undertakes to comply with the following commitments:

1. Security Officer

Within thirty (30) business days of the execution of this LOA, ATH shall nominate a Security Officer for purposes of this LOA. The Security Officer will have appropriate senior-level corporate authority within ATH, and the necessary resources and skills, to maintain ATH’s security policies and procedures and oversee ATH’s compliance with this LOA. The Security Officer will be a U.S. citizen or U.S. national and shall reside in the United States or its territories, and, if not already in possession of a U.S. security clearance, shall be eligible to hold such security clearance immediately upon appointment. The Security Officer will be subject to the CMAs’ review and non-objection and may be subject to a background check at the sole discretion of the CMAs. If the CMAs object to the Security Officer nominee, such objection must be made within thirty (30) business days of receiving notice of the nominee. The Security Officer will serve as the primary point of contact for the CMAs regarding any national security, law enforcement, or public safety concerns that the CMAs may raise. The Security Officer shall be responsible for receiving and promptly effectuating any requests for information pursuant to this LOA and for otherwise ensuring compliance with obligations set forth in this LOA. ATH shall notify the CMAs of any proposed change to the Security Officer at least ten (10) business days in advance of such change, where possible. Any subsequently proposed Security Officer shall be subject to the CMAs’ review and non-objection and may be subject to a background check at the sole discretion of the CMAs. As applicable, the Security Officer will instruct and train ATH officers, employees, contractors and agents on the requirements of this LOA.

2. Law Enforcement Points of Contact

Within thirty (30) business days of the execution of this LOA, ATH shall nominate a Law Enforcement Point of Contact (“POC”) for purposes of this LOA, as well as at least one alternate POC in the event the primary POC cannot be reached. The nominated POCs shall be U.S. citizens or U.S. nationals and shall reside in the United States or its territories. The nominated POCs shall be subject to the CMAs’ review and non-objection, and they may be subject to a background check at the sole discretion of the CMAs. If the CMAs object to POC nominees, such objection must be made within thirty (30) business days of reviewing the nominees. The POC, or an alternate, shall be available twenty-four (24) hours per day, seven (7) days per week and will be responsible for accepting and overseeing the carrying out of any requests pursuant to lawful interception statutes, regulations, and requirements, including the Communications Assistance for Law Enforcement Act (“CALEA”), 47 U.S.C. 1001 et seq., and its implementing regulations, as well as all court orders and other legal process for lawfully authorized electronic surveillance. ATH shall notify the CMAs of any proposed change to a POC at least ten (10) business days in advance of such change where possible. Any subsequently proposed POC shall be subject to the CMAs’ review and non-objection and may be subject to a background check at the sole discretion of the CMAs.

3. Lawful U.S. Process

ATH will ensure that the DCI is capable of complying, and confirms that employees of ATH in the United States will have the unconstrained authority to comply in an effective, efficient and unimpeded fashion, with all applicable lawful interception statutes, regulations, and requirements, including the CALEA and its implementing regulations, as well as comply with all court orders and other legal process for lawfully authorized electronic surveillance.

ATH agrees that it will not, directly or indirectly, disclose or permit disclosure of or access to U.S. Records or Domestic Communications or any information (including call content and call data) pertaining to a wiretap order, pen register/trap and trace order, subpoena, or any other lawful demand by a U.S. law enforcement agency for U.S. Records to any person, if the purpose of such disclosure or access is to respond to a legal process or informal request on behalf of a Non-U.S. Government entity, without first satisfying all pertinent requirements of U.S. law and obtaining the express written consent of the CMAs, or obtaining a ruling authorizing the disclosure from a court of competent jurisdiction in the United States. Any legal or informal requests submitted by a Non-U.S. Government entity to ATH shall be referred to the CMAs for prior approval as soon as possible, but no later than ten (10) business days after such request is received by or made known to ATH, unless disclosure of the request or legal process would be in violation of a court of competent jurisdiction of the United States. The CMAs shall respond to any such request by ATH within sufficient time for ATH to provide a timely response, but in all events within ten (10) business days.

4. System Information

Within sixty (60) business days of the execution of this LOA, and within fifteen (15) business days upon request by the CMAs, ATH agrees to make available the following information:

- (a) Network management information for DCI, including: (1) network maps that include physical and logical topology; (2) network and telecommunications architecture descriptions and associated descriptions of interconnection points and controlled gateways to the DCI and Wet Infrastructure; (3) network operational plans, processes, and procedures associated with administrative functions on DCI, including remote access procedures; (4) locations and functions of any NOCs, data centers, and main distribution facilities; and (5) descriptions of interfaces and connections to the American Samoa-Hawaii Cable System for service offload, disaster recovery, or administrative functions;
- (b) Complete and current list of all contracts held by ATH or its designee(s) for the maintenance and security of the American Samoa-Hawaii Cable System; and
- (c) A restoration plan for the Principal Equipment and the Wet Infrastructure for the American Samoa-Hawaii Cable System, as well as interconnection mechanisms with other cable landings for restoration in the case of outages due to cable disruptions.

5. American Samoa-Hawaii Cable System Operational Requirements

With respect to the operation of the American Samoa-Hawaii Cable System, ATH agrees as follows:

- (a) ATH shall have the ability to promptly and effectively interrupt, in whole or in part, traffic to and from the United States on the American Samoa-Hawaii Cable System by disabling or disconnecting circuits at the U.S. cable landing station or at other locations within the United States;
- (b) ATH shall configure all necessary systems so the American Samoa-Hawaii Cable System NOC will be able to initiate a suspension or interruption of the optical carrier signal or all of the American Samoa-Hawaii Cable System within the DCI.

If ATH is required to interrupt traffic to or from the United States as a result of Lawful U.S. Process, ATH shall be permitted to disclose publicly that it was required to interrupt service in response to Lawful U.S. Process, without disclosing any of the content of such request.

6. Principal Equipment List

Within thirty (30) business days of the execution of this LOA, ATH shall provide the CMAs with a list ("Principal Equipment List") to include:

- (a) A complete and current list of all Principal Equipment, including: (1) a description of each item and the functions supported, (2) each item's manufacturer, and (3) the model and/or version number of any hardware or software; and
- (b) Any vendors, contractors, or subcontractors involved in providing, installing, operating, managing, or maintaining the Principal Equipment.

The CMAs shall approve or disapprove the Principal Equipment List within thirty (30) business days of receipt. Failure by the CMAs to respond within the required timeframe shall be deemed to constitute a non-objection to use of the equipment included on the Principal Equipment List and the services of the vendors, contractors, or subcontractors identified on the Principal Equipment List.

In the event the CMAs object, ATH shall not take any steps to expand the existing deployment or enhance the capabilities of any Principal Equipment to which the CMAs have objected and ATH shall, in coordination with the CMAs, develop a plan (the "Phase-Out Plan") to phase out use of objectionable equipment on a timeframe acceptable to the CMAs. Until the Phase-Out Plan has been agreed by ATH and the CMAs, ATH shall take no steps to upgrade, install, replace, or service any objectionable Principal Equipment without written authorization from the CMAs.

7. Material Modifications to Existing Principal Equipment

ATH shall provide the CMAs at least ten (10) business days' advance notice prior to performing any maintenance, repair, or replacement that would result in any material modification to existing Principal Equipment. ATH need not comply with the advance notice requirement for any maintenance, repair, or replacement that is undertaken in response to an unforeseen or uncontrollable event and that is necessary to ensure the continued operability of the BlueSky System; however, in such circumstances, ATH shall provide advance notice to the CMAs of the material modification, if practicable, and, if impracticable, ATH shall provide notice within ten (10) business days after the material modification of the Principal Equipment. ATH may continue to utilize any Principal Equipment repaired or replaced pursuant to the process outlined in this paragraph, provided that the CMAs do not object within thirty (30) business days of notification.

8. Change in Vendors, Contracts, or Subcontracts for Principal Equipment

ATH shall provide at least thirty (30) business days' advance notice to the CMAs prior to making any modifications to the vendors, contractors, or subcontractors involved in providing, installing, operating, managing, or maintaining the Principal Equipment. In addition, ATH shall provide at least thirty (30) business days' advance notice prior to changing the service offerings or support from a previously-listed vendor, contractor, subcontractor (*i.e.*, where a previously-listed provider will be offering support in a previously unidentified way). The CMAs shall approve or disapprove any modification or change proposed pursuant to this paragraph within

thirty (30) business days of receipt. Failure by the CMAs to respond within the required timeframe shall be deemed to constitute a non-objection to proposed modification or change.

9. Measures to Prevent Improper Use and Unauthorized Access

ATH agrees to take all reasonable measures to prevent unauthorized access to the BlueSky System and to prevent any unlawful use or disclosure of information carried on the same. Such measures shall include the implementation of a cybersecurity plan that includes items such as configuration management, security audits, and system interconnection documentation, as well as contractual safeguards and screening procedures for personnel with logical access to the DCI. In addition, ATH will take appropriate measures to protect and promote resiliency of the BlueSky System, including measures to ensure that security patches for systems and applications are kept up to date. ATH will submit a policy regarding logical security measures to the CMAs within sixty (60) business days of the date of execution of this LOA. The policy developed pursuant to this paragraph (“Logical Security Policy”) will also describe the measures ATH will undertake to ensure that remote access to Principal Equipment and the DCI will be restricted, monitored, logged, and overseen by screened ATH personnel. The CMAs shall approve or disapprove the Logical Security Policy within thirty (30) business days of receipt. Failure by the CMAs to respond within the required timeframe shall be deemed to constitute a non-objection to the proposed Logical Security Policy. In the event that ATH determines that any changes to the Logical Security Policy proposed pursuant to this paragraph, and approved by the CMAs, are warranted, ATH shall submit any proposed changes to the CMAs for review and approval.

10. Physical Security Measures

ATH agrees to take all reasonable measures to physically secure the BlueSky System, including the DCI. ATH will screen appropriate personnel, and ATH will require that all visitors who physically access the DCI are escorted at all times by Screened Personnel, as defined herein. ATH will submit a policy regarding physical security measures (“Physical Security Policy”) to the CMAs within sixty (60) business days of the date of execution of this LOA. The CMAs shall approve or disapprove the Physical Security Policy within thirty (30) business days of receipt. Failure by the CMAs to respond within the required timeframe shall be deemed to constitute a non-objection to the proposed Physical Security Policy. In the event that ATH determines that any changes to the Physical Security Policy proposed pursuant to this paragraph, and approved by the CMAs, are warranted, ATH shall submit any proposed changes to the CMAs for review and approval.

11. Remote Access

Within sixty (60) business days of the execution of this LOA, ATH will submit to the CMAs for review and approval a proposed policy to address remote access to Principal Equipment and the DCI. The policy developed pursuant to this section (“Remote Access Policy”) will describe the measures ATH will undertake to ensure that remote access to Principal Equipment and the DCI will be restricted, monitored, logged, and overseen by screened ATH personnel. The CMAs shall

have forty-five (45) business days to approve or disapprove the proposed Remote Access Policy and. Amendments to the Remote Access Policy shall be subject to approval by the CMAs.

Upon request, ATH will make available to the CMAs any physical or remote access logs.

Within thirty (30) days of the execution of this LOA, ATH will submit to the CMAs a list of all non-ATH parties, vendors, contractors, or other entities who have been granted remote access to the BlueSky System, including in that list the type of services or support offered by those third-parties to ATH. Thereafter, ATH shall provide the CMAs at least forty-five (45) days advance notice of new third-parties ATH proposes to grant remote access to the BlueSky System (to include new types of support from third-parties already granted remote access), and the CMAs shall have thirty (30) days to object to any such proposal. In the event of a CMAs objection, ATH shall, in coordination with the CMAs, work to address the CMAs' concerns.

12. Screening of Personnel

ATH shall implement, either directly or through a vendor or service provider, a process to screen any existing or newly hired ATH personnel (or any personnel performing under an agreement with ATH) in at least the following circumstances:

- (a) Any person whose position could involve logical access to the DCI; and
- (b) All personnel charged with securing the DCI.

ATH's personnel screening process shall be reflected in a written policy ("Screening Policy") and will include background investigations, public criminal records checks, or other analogous means to ascertain a person's trustworthiness. Upon satisfactory completion of the requirements set forth in the Screening Policy, such persons shall be considered "Screened Personnel."

ATH will submit the screening policy to the CMAs within sixty (60) business days of the date of execution of this LOA. The CMAs shall approve or disapprove the Screening Policy within thirty (30) business days of receipt. Failure by the CMAs to respond within the required timeframe shall be deemed to constitute a non-objection to the proposed Screening Policy. In the event that ATH determines that any changes to the Screening Policy proposed pursuant to this paragraph, and approved by the CMAs, are warranted, ATH shall submit any proposed changes to the CMAs for review and approval. In addition, ATH will cooperate with any reasonable request by the CMAs to provide additional identifying information regarding Screened Personnel.

13. U.S. Records

ATH agrees to ensure that U.S. Records are not made subject to mandatory destruction under any foreign laws. ATH agrees to store or make available all U.S. Records in the United States in response to Lawful U.S. Process. ATH will provide the CMAs at least thirty (30) days' advance notice of any proposal to change the location for storage of U.S. Records' to a foreign location. If the CMAs have national security or law enforcement concerns about any proposed foreign

location for the storage of U.S. Records, ATH will to confer in good faith with the CMAs to resolve any such concerns in advance of moving any U.S Records storage to the proposed foreign location.

14. Audit

At any time, but not sooner than twelve (12) months from the date of this LOA, the CMAs may, in their sole discretion, require ATH to retain a U.S.-based, independent and neutral third party auditor (“Auditor”) to complete an assessment of ATH’s compliance with this LOA. If the CMAs invoke their right to a third party audit, ATH shall not be requested to conduct another such audit until twelve (12) months has passed from the conclusion of the previous audit requested by the CMAs.

- (a) The Auditor shall be subject to approval by the CMAs. The ATH POC shall provide notice of the proposed Auditor to the CMAs no later than sixty (60) days after a request by the CMAs. The CMAs shall have thirty (30) days to approve or object to the Auditor. If the CMAs do not object within thirty (30) days, the proposed Auditor shall be deemed approved by the CMAs. If the CMAs object to the proposed Auditor, ATH shall within thirty (30) days following receipt of any such objection propose a different Auditor, with all nominees to be subject to the same approval process as described above.
- (b) The Auditor shall provide an audit work plan (“Work Plan”) to the ATH POC at least thirty (30) days prior to any audit for ATH’s review and discussion with the Auditor. The Work Plan shall address areas of inquiry, documents to be reviewed, persons to be interviewed, and cost. The Work Plan shall be subject to review and approval by the CMAs.

After completion of the audit, the audit report shall be provided to the CMAs within fifteen (15) days of its completion and the CMAs shall have the right to meet with the Auditor separately upon request.

15. Reporting Incidents and Breaches

ATH agrees to report to the CMAs promptly if it learns of information that reasonably indicates:

- (a) Unauthorized third-party access to, or disruption or corruption of, the BlueSky System or any information being carried on the BlueSky System;
- (b) Any other unauthorized access to or disclosure of Domestic Communications in violation of federal, state, or local law; or
- (c) Any material breach of the commitments made in this LOA.

Any reports required by this provision should be made in writing to the CMAs within ten (10) business days of discovery of the relevant conduct. ATH further agrees to cooperate with the

CMAs' recommendations with respect to the remediation of such events and, to the extent it disagrees with such recommendations, to provide for USG consideration an explanation as to why such measures should not be adopted. ATH will provide this explanation, as well as a description of any other actions taken in response to a remediation recommendation from the CMAs, within ten (10) business days of receipt of such recommendation.

16. Instruction of Obligations

ATH shall instruct appropriate officers, employees, contractors, and agents as to ATH obligations under this LOA, including the individuals' duty to report any violation, and shall issue periodic reminders of such obligations. ATH shall issue these instructions in writing within sixty (60) business days of the date of execution of this LOA. ATH will submit a copy to the CMAs at the same time.

17. Change in Services or Cable Operations

ATH agrees that it will notify the CMAs in writing at least thirty (30) business days prior to implementing any changes to the communications services or operations of the BlueSky System such that the material representations made in the pending FCC Application(s) and associated materials are no longer fully accurate, true, and complete.

18. Change in Control

If ATH learns of any information that reasonably indicates that any single foreign entity or individual, other than those already identified in connection with the pending FCC application(s), has or likely will obtain an ownership interest, whether direct or indirect, in ATH or the American Samoa-Hawaii Cable or BlueSky System above ten (10) percent, or if any foreign entity or individual, singly or in combination with other foreign entities or individuals, has or likely otherwise will gain either: (i) control, as determined in accordance with 47 C.F.R. § 63.09(b); or (ii) *de facto* or *de jure* control of ATH, ATH will provide notice in writing to the CMAs within ten (10) business days. Notice under this paragraph shall, at a minimum:

- (a) Identify the entity or individual(s) acquiring control (specifying the name, addresses, and telephone numbers of the entity or individual(s));
- (b) Identify the beneficial owners of any such increased or prospective increased ownership interest in ATH or the BlueSky System by the entity or individual(s) (specifying the name, addresses, and telephone numbers of each beneficial owner); and
- (c) Quantify the amount of ownership interest that the entity or individual(s) has or likely will obtain in ATH or the BlueSky System and, if applicable, the basis for their prospective control of ATH or the BlueSky System.

19. Annual Report

On or before each anniversary of the date of execution of this LOA, ATH will submit to the CMAs a report assessing ATH's compliance with the terms of this LOA for the preceding year. The report shall include:

- (a) The names and contact information of the then-current Security Officer and POCs, as described in paragraphs 1-2 above;
- (b) System Information, as described in paragraph 4 above, noting any changes during the reporting period;
- (c) Updated Principal Equipment Lists containing all information described in paragraph 6, identifying any material modifications during the reporting period;
- (d) A copy of the then-current policies adopted in accordance with this LOA, including policies for logical security (paragraph 9), physical security (paragraph 10), personnel screening (paragraph 12), incident reporting (paragraph 15), and employee training (paragraph 16), and a summary of any changes during the reporting period and the reasons therefore;
- (e) A summary of any events that occurred during the reporting period that will or reasonably could impact the effectiveness of or compliance with this LOA; and
- (f) A summary of any known acts of noncompliance with the terms of this LOA that occurred during the reporting period, 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.

20. Compliance Monitoring Agencies' Consultation and Visitation

ATH agrees to meet and confer with the CMAs and to resolve to the satisfaction of the CMAs any concerns the CMAs may raise about materials submitted pursuant to this LOA.

ATH agrees to negotiate in good faith to resolve to the satisfaction of the CMAs any national security, law enforcement, or public safety concerns the CMAs may raise with respect to any matters set forth in this LOA.

ATH agrees that, upon reasonable advance notice, the CMAs may visit any part of the DCI to conduct on-site reviews concerning the implementation of the terms of this LOA and ATH compliance with its terms. Subject to applicable law, during such visits, ATH shall cooperate with the requests of the CMAs to make available information, facilities, and personnel to verify compliance with the terms of this LOA.

This LOA shall inure to the benefit of, and shall be binding upon, ATH and its successors, assigns, subsidiaries, and affiliates.

ATH agrees that, in the event the commitments set forth in this letter are breached, in addition to any other remedy available at law or equity, the CMAs may request that the FCC modify, condition, revoke, cancel, terminate, or render null and void any relevant license, permit, or other authorization granted by the FCC to ATH or any successors-in-interest.

If, after this LOA takes effect, the CMAs or ATH believe that changed circumstances warrant a modification or termination of this LOA (including if the CMAs determine that the terms of this LOA are inadequate or no longer necessary to address national security, law enforcement, or public safety concerns), ATH shall negotiate in good faith with the CMAs to modify this LOA. Rejection of a proposed modification alone shall not constitute evidence of a failure to negotiate in good faith.

Nothing in this LOA is intended to excuse ATH from its obligations to comply with any and all applicable legal requirements and obligations, including any and all applicable statutes, regulations, requirements, or orders.

ATH understands that, promptly upon execution of this letter by an authorized representative or attorney for ATH, the CMAs shall notify the FCC that they have no objection to the FCC's grant of the pending applications.

For and on behalf of Amalgamated Telecom Holdings Limited



Ivan Fong
Chief Executive Officer and Company Secretary
Amalgamated Telecom Holdings Limited
Level 2, Harbour Front Building, Rodwell Rd.
G.P.O. Box 11643
Suva, Fiji Islands
679-330-8700
ivan.a.fong@gmail.com