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AUG 21 2001

U.S. Department of Justice

Federal Bureau of Investigation

File No.:

Satellite Engineering Branch lead : SAT-AGC-20010319-00025
International Bureau

Office of the General Counsel

Washington, D.C. 20535
August 20, 2001

By Hand Delivery

Ms. Magalie Roman Salas, Secretary
Federal Communications Commission
445 12th Street, S.W.
Room TW-B204
Washington, D.C. 20554

RECEIVED

AUG 20 2001

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Re: *Petition to Adopt Conditions to Authorizations and Licenses in the Matter of IRIDIUM CONSTELLATION LLC, IRIDIUM SATELLITE LLC, AND IRIDIUM CARRIER SERVICES LLC; Applications Pursuant to Section 214 for Consent to Assignment of Authorizations Pertaining to the Operation of the IRIDIUM Mobile Satellite Services System (File Nos. SAT-AGC-20010319-00025; SES-AGC-20010319-00585; SES-AGC-20010319-00586; SES-AGC-20010319-00600; SES-AGC-20010319-00601; SAT-LOA-1997-0926-00147; ITC-AGC-20010319-00166; and ISP-PDR-20010319-00015).*

187-SAT-P/LA-97

Dear Ms. Salas:

Transmitted herewith, on behalf of the Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI") are an original and four copies of a "Petition to Adopt Conditions to Authorizations and Licenses" in the above referenced matter. Please accept this Petition and be advised that neither the DOJ nor the FBI has any objection to the Federal Communications Commission ("FCC" or "Commission") granting the assignment of authorizations and licenses that are the subject of the applications filed with the FCC by Iridium Constellation LLC, Iridium Satellite LLC, and Iridium Carrier Services LLC in the above-referenced matters, provided that the Commission conditions the assignment of the authorizations and licenses on compliance with the terms of the Agreement (attached to the Petition as Exhibit 1) reached between Iridium, the DOJ and the FBI.

Sincerely,

James G. Lovelace
James G. Lovelace

Office of the General Counsel
935 Pennsylvania Ave., N.W., Room 7877
Washington, D.C. 20535
(202) 324-5640

Enclosure

cc: International Transcription Service, Inc.
Reference Information Center, F.C.C

Received

AUG 21 2001

Before the
Federal Communications Commission
Satellite Engineering Branch
International Bureau Washington, D.C. 20554

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In the Matter of)	
)	
IRIDIUM CONSTELLATION LLC,)	File No. SAT- AGC -20010319-00025
IRIDIUM SATELLITE LLC, and)	SES- AGC -20010319-00585
IRIDIUM CARRIER SERVICES LLC)	SES- AGC -20010319-00586
)	SES- AGC -20010319-00600
Applications Pursuant to Section 214 for)	SES- AGC -20010319-00601
Consent to Assignment of Authorizations)	SAT-LOA-1997-0926-00147
Pertaining to the Operation of the IRIDIUM)	ITC- AGC -20010319-00166
Mobile Satellite Services System)	ISP-PDR-20010319-00015

To: The Commission

PETITION TO ADOPT CONDITIONS TO
AUTHORIZATIONS AND LICENSES

The United States Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI") respectfully submit this Petition to Adopt Conditions to Authorizations and Licenses ("Petition"), pursuant to 47 C.F.R. § 1.41.

Through this Petition, the DOJ and the FBI hereby advise the Federal Communications Commission ("FCC" or "Commission") that the DOJ and the FBI have no objection to the FCC granting the assignment of authorizations and licenses requested in the applications filed in the above-referenced matter, provided that the Commission conditions the assignment of the authorizations and licenses on compliance by Iridium Holdings LLC, Iridium Satellite LLC, Iridium Constellation LLC, and Iridium Carrier Services, LLC, collectively referred to as "Iridium", with the terms of the Agreement (attached hereto as Exhibit 1) reached between the DOJ, the FBI and Iridium.

Iridium has filed applications pursuant to Section 214 and 310(b) of the Communications Act of 1934, as amended (the "Act"), for assignment of authorizations and licenses pertaining to the operation of the Iridium Mobile Satellite Services System from affiliates or wholly-owned subsidiaries of Motorola, Inc. According to the applications, Iridium Carrier Services LLC is the wholly-owned subsidiary of a parent corporation in which foreign corporations incorporated in, and owned by citizens of Australia, Brazil, Panama, and Saudi Arabia hold stock interests. The applicants acknowledge that the level of indirect foreign ownership exceeds 25 percent.

As the Commission is aware, the DOJ and the FBI have previously noted that their ability to satisfy their obligations to protect the national security, to enforce the laws and preserve the safety of the public can be significantly impacted by transactions in which foreign entities will offer communication service in the United States. In such cases, the DOJ and the FBI have stated that foreign involvement in the provision of U.S. communications must not be permitted to impair the U.S. government's ability to satisfy its obligations to U.S. citizens to: (1) carry out lawfully-authorized electronic surveillance of domestic U.S. calls or calls that originate or terminate in the United States; (2) prevent and detect foreign-based espionage and electronic surveillance of U.S. communications, which would jeopardize the security and privacy of such communications, and could foreclose prosecution of individuals involved in such activities; and (3) satisfy the National Emergency Preparedness Act and U.S. infrastructure protection requirements. To address these concerns, the DOJ and the FBI have negotiated agreements. The agreements reached in the past have been filed by stipulation among the parties with the

Commission, and the Commission has conditioned its grants of approval on compliance with the terms of the agreements.¹

On May 17, 2001, the DOJ and the FBI filed a petition with the Commission to defer the grant of the applications in the above-referenced matter pending a resolution by Iridium, the DOJ and the FBI of those aspects of the applications that could give rise to national security, law enforcement, and public safety concerns. The parties were at the time engaged in negotiations to reach an agreement that would ensure that national security, law enforcement and public safety concerns were adequately addressed.

On August 17, 2001, the DOJ and the FBI entered into an Agreement with Iridium. The Agreement is intended to ensure that the DOJ, the FBI and other entities with responsibility for enforcing the law, protecting the national security and preserving public safety can proceed in a legal, secure and confidential manner to satisfy these responsibilities.

Accordingly, the DOJ and the FBI hereby advise the Commission that the DOJ and the FBI have no objection to the FCC granting the assignment of authorizations and licenses that are the subject of the applications filed in this matter, provided that the Commission conditions the

¹ See, e.g., Memorandum Opinion and Order, *Merger of MCI Communications Corp. and British Telecommunications, plc*, 12 FCC Rcd 15,351 (1997) (agreement adopted by the Commission, but the merger did not take place); Memorandum Opinion and Order, *AirTouch Communications, Inc. and Vodafone Group, plc*, DA No. 99-1200, 1999 WL 413237 (rel. June 22, 1999); Memorandum Opinion and Order, *AT&T Corp., British Telecommunications, plc, VLT Co. L.L.C., Violet License Co., LLC and TNV [Bahamas]*, 14 FCC Rcd (Oct. 29, 1999); Memorandum Opinion and Order, *Vodafone AirTouch PLC and Bell Atlantic Corp.*, DA No. 99-2415, 2000 WL 332670 (rel. Mar. 30, 2000); Memorandum Opinion and Order, *Aerial Communications, Inc. and VoiceStream Wireless Holding Corp.*, 15 FCC Rcd 10,089 (2000); Memorandum Opinion and Order, *DiGiPH PCS, Inc. and Eliska Wireless Ventures License Subsidiary I, L.L.C.*, No. 15639 (rel. Dec. 13, 2000); Memorandum Opinion and Order, *Voicestream Wireless Corporation, Powertel, Inc., et al. and Deutsche Telekom AG*, IB Docket No. 00-187, 2001 WL 431689 (F.C.C.) (rel. April 27, 2001).

assignment of the authorizations and licenses on compliance with the terms of the Agreement between the DOJ, the FBI and Iridium. The DOJ and the FBI are authorized to state that Iridium does not object to the grant of this petition.

Respectfully submitted,



Mary Ellen Warlow
Acting Deputy Assistant Attorney General
Criminal Division
950 Pennsylvania Avenue, N.W.
Washington, DC 20530
(202) 514-0008

August 17, 2001



Larry R. Parkinson
General Counsel
Federal Bureau of Investigation
935 Pennsylvania Avenue, N.W.
Washington, DC 20535
(202) 324-6829

Certificate of Service

I, Myla R. Saldivar-Trotter, Federal Bureau of Investigation, hereby certify that on this 20th day of August, 2001, I caused a true and correct copy of the foregoing **PETITION TO ADOPT CONDITIONS TO AUTHORIZATIONS AND LICENSES** to be served via hand delivery (indicated by *) or by mail to the following parties:

Tom Tycz*
Chief
Satellite & Radiocommunication Division
International Bureau
Federal Communications Commission
445 Twelfth Street, S.W., Rm. 6-A665
Washington, D.C. 20554

Rebecca Arbogast*
Chief
Telecommunication Division
International Bureau
Federal Communications Commission
445 Twelfth Street, S.W., Rm. 6-A746
Washington, D.C. 20554

Karl Kensinger*
Special Advisor
Satellite & Radiocommunication Division
International Bureau
Federal Communications Commission
445 Twelfth Street, S.W., Rm. 6-B724
Washington, D.C. 20554

Claudia Fox*
Chief
Policy and Facilities Branch
Telecommunications Division
International Bureau
Federal Communications Commission
445 Twelfth Street, S.W., Rm. 6-A848
Washington, D.C. 20554

Gino Picasso
CEO and President
Iridium Satellite LLC
44330 Woodridge Parkway
Leesburg, VA 20176

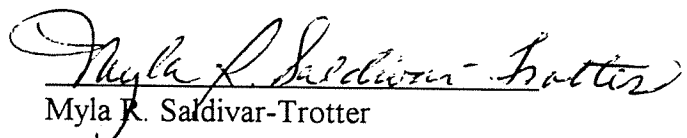
John Coles*
Satellite Policy Branch
Satellite & Radiocommunication Division
International Bureau
Federal Communications Commission
445 Twelfth Street, S.W., Rm. 6-B724
Washington, D.C. 20554

Ronald Repasi*
Chief
Satellite Engineering Branch
Satellite & Radiocommunication Division
International Bureau
Federal Communications Commission
445 Twelfth Street, S.W., Rm. 6-A505
Washington, D.C. 20554

Sylvia Lam*
Satellite Engineering Branch
Satellite & Radiocommunication Division
International Bureau
Federal Communications Commission
445 Twelfth Street, S.W., Rm. 6-B724
Washington, D.C. 20554

Harvey J. Nathan
Counsel for Iridium
Sidley Austin Brown & Wood
1501 K Street, N.W.
Washington, D.C. 20005

Michael Deutschman
Chief Administrative Officer
Iridium Satellite LLC
44330 Woodridge Parkway
Leesburg, VA 20176


Myla R. Saldivar-Trotter

AGREEMENT

This AGREEMENT is effective as of the date of the last signature affixed hereto by and between Iridium Holdings LLC, Iridium Satellite LLC ("ISLLC"), Iridium Carrier Holdings LLC, and Iridium Carrier Services, LLC, collectively referred to as "Iridium", the U.S. Department of Justice ("DOJ"), and the Federal Bureau of Investigation ("FBI") (collectively with all other parties hereto, "the Parties").

RECITALS

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

WHEREAS, the U.S. Government considers it critical to maintain the viability, integrity, and security of that system;

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

WHEREAS, Iridium operates a celestial based commercial satellite communication system that provides customers mobile telephone and other services;

WHEREAS, ISLLC acquired the assets of the bankrupt Iridium LLC satellite communications system, which operated under FCC licenses held by Motorola, Inc., its subsidiaries or affiliates;

WHEREAS, Iridium has filed applications seeking FCC consent to assign various Iridium Mobile Satellite Service system licenses and authorizations from subsidiaries or affiliates of Motorola, Inc. to various Iridium entities;

WHEREAS, said applications include a proposal to transfer one space segment license and two telemetry, tracking and control earth stations to Iridium Constellation LLC, a wholly owned subsidiary of Iridium Satellite LLC; a transfer of a commercial gateway earth station to Iridium Satellite LLC; an application to assign international Section 214 authority to Iridium Carrier Services LLC, a wholly owned subsidiary of Iridium Carrier Holdings LLC; and a blanket handset earth station license to be split between Iridium Carrier Services LLC and Iridium Satellite LLC;

WHEREAS, foreign Corporations owned or controlled by citizens of Australia, Brazil, and Saudi Arabia hold equity interests in Iridium, some of which interests exceed 25%;

WHEREAS, such non-U.S. citizen owners of Iridium have invested in Iridium in their private capacities and no foreign government has any ownership interest in Iridium;

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

ARTICLE I: DEFINITION OF TERMS

As used in this Agreement:

- 1.1 "Affiliate" means any entity that Iridium Controls.
- 1.2 "Call-Associated Data," or "CAD," means any information related to a Domestic Communication or related to the sender or recipient of that Domestic Communication and, to the extent maintained by Iridium in the normal course of business, 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, dual tone multifrequency (dial digit extraction), in-band and out-of-band signaling, and party add, drop and hold.
- 1.3 "Classified Information" means any information that has been determined pursuant to Executive Order 12958, or any predecessor or successor order, or the Atomic Energy Act of 1954, or any statute that succeeds or amends the Atomic Energy Act, to require protection against unauthorized disclosure.
- 1.4 "Control" and "Controls" means 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; 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 paragraphs (i) through (iv) above; or
 - (f) The matters covered by this Agreement.

- 1.5 “Controlled Unclassified Information” means unclassified information the export of which is controlled by the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Chapter I, Subchapter M, or the Export Administration Regulations (EAR), 15 C.F.R., Chapter VII, Subchapter C.
- 1.6 “De Facto” and “de jure” control have the meanings provided in 47 CFR §1.2110.
- 1.7 “Domestic Communications” means (i) Wire Communications or Electronic Communications (whether stored or not) originating at one U.S. location and terminating at another U.S. location and (ii) the U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates or terminates in the U.S.
- 1.8 “Domestic Communications Infrastructure” means (a) transmission and switching equipment (including software and upgrades) used to provide, process, direct, control, supervise or manage Domestic Communications, (b) facilities and equipment that are physically located in the United States, and (c) facilities located in the U.S. used to control the equipment described in (a) and (b) above.
- 1.9 “Electronic Communication” has the meaning given it in 18 U.S.C. §2510(12).
- 1.10 “Electronic Surveillance” means (i) the interception of wire, oral, or electronic communications as defined in 18 U.S.C. §§2510(1), (2), (4) and (12), respectively, and electronic surveillance as defined in 50 U.S.C. §1801(f); (ii) access to stored wire or electronic communications, as referred to in 18 U.S.C. §2701 et seq.; (iii) acquisition of dialing or signaling information through pen register or trap and trace devices or other devices or features capable of acquiring such information pursuant to law as defined in 18 U.S.C. §3121 et seq. and 50 U.S.C. §1841 et seq.; (iv) acquisition of location-related information concerning a subscriber whose call is serviced through Iridium’s U.S. gateway; (v) preservation of any of the above information pursuant to 18 U.S.C. §2703(f); and (vi) access to, or acquisition or interception of, Domestic Communications or information as described in (i) through (v) above and comparable State law.
- 1.11 “Foreign” where used in this Agreement, whether capitalized or lower case, means non-U.S.
- 1.12 “Homed on the U.S. Gateway” means that an Iridium phone has been registered for the U.S. Gateway to handle call set up for that Iridium phone. In addition to the U.S. Gateway, Iridium utilizes Gateways in other locations to which an Iridium phone may be registered. Regardless of the Gateway to which an Iridium phone is registered, the Gateway that services a particular communication will be determined by the physical location of the Iridium phone at the time of the communication.
- 1.13 “Intercept” or “Intercepted” has the meaning defined in 18 U.S.C. §2501(4).
- 1.14 “Lawful U.S. Process” means U.S. federal, state or local Electronic Surveillance orders or authorizations, and other orders, legal process, statutory authorizations, and certifications

for access to or disclosure of Domestic Communications, and Call Associated Data, Transactional Data or Subscriber Information, authorized by U.S. federal, state or local law.

- 1.15 “Parties” has the meaning given it in the Preamble.
- 1.16 “Pro Forma assignments or pro forma transfers of control” are transfers or assignments that do not “involve a substantial change in ownership or control” of the licenses as provided in 47 U.S.C. §309(c)(2)(B).
- 1.17 “Sensitive Information” means unclassified information regarding (i) the persons or facilities that are the subjects of Lawful U.S. Process, (ii) the identity of the government agency or agencies serving such Lawful U.S. Process, (iii) the location or identity of the line, circuit, transmission path, or other facilities or equipment used to conduct Electronic Surveillance, (iv) the means of carrying out Electronic Surveillance, (v) the type(s) of service, telephone number(s), records, communications, or facilities subjected to Lawful U.S. Process, and (vi) other unclassified information designated in writing by an authorized official of a federal, state or local law enforcement agency or a U.S. intelligence agency as “Sensitive Information.”
- 1.18 “Subscriber Information” means information of the type referred to and accessible subject to procedures specified in 18 U.S.C. §2703(c) or (d) or 18 U.S.C. §2709. Such information shall also be considered Subscriber Information when it is sought pursuant to the provisions of other Lawful U.S. Process.
- 1.19 “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 communication;
 - (b) Internet address or similar identifying designator associated with a Domestic Communication;
 - (c) The time, date, size, and duration of a Domestic Communication;
 - (d) Any information possessed by Iridium relating to identity and physical address of a subscriber, user, or account payer of a providers Domestic Communications services;
 - (e) To the extent associated with such subscriber, user, or account payer, any information possessed by Iridium relating to all telephone numbers, Internet addresses, or similar identifying designators; the physical location of equipment, if known and if different from the location information provided under (f) below; types of services; length of service; fees; and usage, including billing records; and

- (f) As to any mode of transmission (including without limitation 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 communication is transmitted.

The term does not include the content of any communication.

- 1.20 "United States" 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.
- 1.21 "U.S. Gateway" refers to the Iridium Gateway located in Tempe, Arizona, or any other Gateway operated by Iridium in the U.S., other than the DOD Gateway, which services communications to or from Iridium phones located in the United States.
- 1.22 "Wire Communication" has the meaning given it in 18 U.S.C. §2510(1).
- 1.23 Other capitalized terms used in this Agreement and not defined in this Article 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 term. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

ARTICLE II: INFORMATION STORAGE AND ACCESS

- 2.1 Except to the extent and under conditions concurred in by the FBI and the DOJ in writing:
 - (a) Except for strictly bona fide commercial reasons, all Domestic Communications Infrastructure that is owned, operated or controlled by Iridium shall at all times be located in the United States and will be directed, controlled, supervised and managed in the United States by Iridium; and
 - (b) All Domestic Communications except for communications handled by the DOD Gateway shall pass through a facility under the control of Iridium and physically located in the U.S., from which Electronic Surveillance may be conducted. Iridium will provide technical or other assistance to facilitate such Electronic Surveillance.
- 2.2 Except for Iridium phones registered to the DOD Gateway, all communications to or from an Iridium phone which is capable of functioning in the United States and which is physically located in the United States at the time of the communication will be serviced by the U.S. Gateway. In the future, one or more self-contained overseas regional systems may be established that will utilize Iridium phones that will not be capable of functioning in the United States. Such local regional system Iridium phones that are not capable of functioning in the U.S. are not covered by this agreement.

2.3 Iridium shall take all practicable steps to ensure that at all times its network is configured such that Iridium will be capable of complying in an effective, efficient, and unimpeded fashion, and that Iridium officials, agents and employees in the United States will have unconstrained authority to comply with:

- (a) Lawful U.S. Process;
- (b) The orders of the President in exercise of his/her authority under § 706 of the Communications Act of 1934, as amended, (47 U.S.C. § 606), § 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
- (c) 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 Iridium shall make available in the United States:

- (a) Stored Domestic Communications if such communications are stored by Iridium or by a contractor engaged to store such communications on its behalf for any reason;
- (b) Any Wire Communications or Electronic Communications (including any other type of wire, voice or electronic communications not covered by the definitions of Wire Communication or Electronic Communication) received by, intended to be received by, or stored in the account of Iridium customers or subscribers whose phones are Homed on the U.S. Gateway, as well as any communication serviced by the U.S. Gateway, if such communications are stored by Iridium or by a contractor engaged to store such communications on its behalf for any reason;
- (c) Transactional Data and Call-Associated Data relating to Domestic Communications, if such information is stored by Iridium or by a contractor engaged to store such communications on its behalf for any reason;
- (d) Subscriber Information concerning Iridium customers and subscribers whose phones are Homed on the U.S. Gateway, who are U.S. domiciled, or who hold themselves out as being U.S. domiciled, as well as Subscriber Information related to any phones serviced by the U.S. Gateway, if such information is stored by Iridium or by a contractor engaged to store such information on its behalf for any reason; and
- (e) Billing Records relating to Iridium customers and subscribers whose phones are Homed on the U.S. gateway, who are U.S. domiciled or who hold themselves out as being U.S. domiciled, as well as any communication serviced by the U.S. Gateway, for so long as such records are kept, and at a minimum, for so long as such records are required to be kept pursuant to applicable law or this Agreement.

- 2.5 Iridium shall not store the data and communications described in Sections 2.4(a)-(e) above outside of the United States unless such storage is based strictly on bona fide commercial considerations. Iridium shall ensure that data and communications described in section 2.4(a)-(e) of this agreement are stored in a manner not subject to mandatory destruction under any foreign laws, if such data and communications are stored for any reason.
- 2.6 Iridium shall store for at least two years all billing records described in section 2.4(e) above and shall make such records available in the United States.
- 2.7 Upon a request made pursuant to 18 U.S.C § 2703(f) by a governmental entity within the United States to preserve any information in the possession or custody of Iridium described in 2.4(a) – (e) above, Iridium shall store such preserved records or other evidence in the United States.
- 2.8 Nothing in this Agreement shall excuse Iridium from any obligation it may have to comply with U.S. legal requirements for the retention, preservation or production of information, records or data.
- 2.9 Domestic Communications shall not be routed outside the U.S. except strictly for bona fide commercial reasons.
- 2.10 Iridium 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).

ARTICLE III: SECURITY

- 3.1 Iridium shall maintain a security office within the United States.
- 3.2 Iridium shall take all reasonable measures to prevent the use of or access to Domestic Communications Infrastructure to conduct Electronic Surveillance in violation of any U.S. federal, state, or local law or the terms of this agreement. These measures shall take the form of detailed technical organizational, personnel-related policies and written procedures, and necessary implementation plans and physical security measures.
- 3.3 Iridium shall not directly or indirectly disclose or provide access to Domestic Communications, and/or Call Associated Data, Transactional Data, or Subscriber Information stored in the United States to any person if the purpose of such access is to respond to the legal process or the request of or on behalf of a foreign government, identified representative, component or subdivision thereof without the express written consent of the DOJ or the authorization of a court of competent jurisdiction in the United States. Any such requests or submissions of legal process for access to U.S. Domestic Communications shall be reported to the DOJ as soon as possible and in no event later than five business days after such request. Iridium shall take reasonable measures to

ensure that it will learn of all such requests or submission of legal process.

- 3.4 Iridium shall not, directly or indirectly, disclose or permit disclosure of, or provide access to:
- (a) Classified or Sensitive Information, or
 - (b) Domestic Communications, and/or Call Associated Data, Transactional Data, Subscriber Information, or a copy of any wire communications or electronic communications intercepted or acquired pursuant to Lawful U.S. process, to any person without satisfying all applicable U.S. federal, state and local legal requirements, and obtaining the express written consent of the DOJ or the authorization of a court of competent jurisdiction in the United States. Any requests or any legal process submitted by a foreign government, agent, component or subdivision thereof to Iridium for the communications, data or information identified in this Section that is maintained by Iridium shall be referred to the DOJ as soon as possible and in no event later than five business days after such request unless the disclosure of the request or legal process would be in violation of an order of a court of competent jurisdiction within the United States. Iridium shall take reasonable measures to ensure that it will learn of all such requests or submission of legal process described in this section.
- 3.5 Iridium shall notify DOJ in writing within 90 days of receipt of legal process or requests by foreign non-governmental entities for access to or disclosure of Domestic Communications, unless the disclosure of the legal process or requests would be in violation of an order of a court of competent jurisdiction within the United States.
- 3.6 Within 15 days of the execution of this Agreement, Iridium 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 a Iridium office in the U.S., will be available 24 hours per day, 7 days per week and shall be responsible for accepting service and maintaining the security of Classified Information and any Lawful U.S. Process for Electronic Surveillance in accordance with the requirements of U.S. law. Iridium shall immediately notify in writing the DOJ and the FBI of the identity and contact information for each point of contact, as well as immediately notify in writing the DOJ and the FBI of any change in such designation or contact information. The points of contact shall be U.S. citizens who are eligible for appropriate U.S. security clearances. Iridium shall comply with any request by a government entity within the U.S. that a background check and/or security clearance process be completed for a designated point of contact.
- 3.7 Iridium shall protect the confidentiality and security of all Lawful U.S. Process served upon it and the confidentiality and security of Classified Information and Sensitive Information in accordance with U.S. Federal and state law or regulation.

- 3.8 Iridium shall, within security office(s) within the United States:
- (a) Take appropriate measures to prevent unauthorized access to data or facilities that might contain Classified Information 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 written request from the DOJ or the FBI, provide the name, social security number and date of birth of each person who handles or regularly deals with Sensitive Information;
 - (d) Require that personnel handling Classified Information shall be eligible for and shall have been granted appropriate U.S. security clearances;
 - (e) Provide that the points of contact described in Section 3.6 shall have sufficient authority over any of Iridium's employees who may handle Classified Information or Sensitive Information to maintain the confidentiality and security of such information in accordance with applicable U.S. legal authorities and the terms of this Agreement; and
 - (f) Maintain appropriately secure facilities (e.g., offices) for the handling and storage of any Classified Information and Sensitive Information.
- 3.9 In response to reasonable requests made by the FBI or the DOJ, Iridium shall provide access to information concerning technical, physical, management, or other security measures and other information needed by the FBI or the DOJ to assess compliance with this Agreement.
- 3.10 The FBI and the DOJ may visit any communications facility of Iridium in the United States and may inspect any part of the Domestic Communications Infrastructure for the purpose of verifying compliance with the terms of this Agreement. Such inspections shall be reasonable in number and be conducted during normal business hours upon reasonable notice, which shall ordinarily be no less than 24 hours in advance of the visit.
- 3.11 Upon reasonable notice from the FBI or the DOJ, Iridium shall make available for interview any officers or employees of Iridium, and will seek to require contractors to make available appropriate personnel, located in the United States, who are in a position to provide information to verify compliance with the terms of this Agreement.
- 3.12 Iridium shall instruct its appropriate officers, employees, contractors and agents as to Iridium's obligations under this Agreement and their duty to report any violation of this Agreement of which they become aware, and shall issue periodic reminders to them of such obligations.

- 3.13 If Iridium contracts out its functions covered by this Agreement to a third party, Iridium shall take reasonable steps to ensure that third parties comply with the applicable terms of this Agreement.

ARTICLE IV: DISPUTES AND NON-IMPACT ON OTHER GOVERNMENT ACTIONS

- 4.1 Nothing contained in this Agreement shall limit or affect the authority of a United States Government agency to deny, limit or revoke access by Iridium or any of its officers, employees, contractors or agents to Classified, Controlled Unclassified, and Sensitive Information under its jurisdiction.
- 4.2 The Parties shall use their best efforts to resolve any disagreements that may arise under this Agreement. Disagreements shall be addressed, in the first instance, at the staff level by the Parties' designated representatives. Any disagreement that has not been resolved at that level shall be submitted promptly to higher authorized officials, unless the DOJ or the FBI believes that important national interests can be protected, or Iridium believes that paramount commercial interests can be resolved, only by resorting to the measures set forth in Section 4.3 below. If, after meeting with higher authorized officials, either party determines that further negotiation would be fruitless, then either party may resort to the remedies set forth in Section 4.3 below. If resolution of a disagreement requires access to Classified Information, the Parties shall designate a person possessing the appropriate security clearances for the purpose of resolving that disagreement.
- 4.3 Subject to section 4.2 of this Agreement, if any Party believes that any other Party has breached or is about to breach this Agreement, that Party may bring an action against the other Party for appropriate judicial relief. Nothing in this Agreement shall limit or affect the right of a U.S. Government agency to seek revocation by the FCC of any license, permit or other authorization granted or given by the FCC to Iridium or to seek any other action by the FCC regarding Iridium.
- 4.4 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 the DOJ or the FBI 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 the DOJ or the FBI of any provision or right shall be valid unless it is in writing and signed by the DOJ or the FBI.
- 4.5 It is agreed by and between the Parties that a civil action for judicial relief with respect to any dispute or matter whatsoever arising under, in connection with, or incident to, this Agreement shall be brought, if at all, in the United States District Court for the District of Columbia.

- 4.6 Iridium agrees that if for any reason it fails to perform any of its respective obligations under this Agreement, irreparable injury to the United States would be caused as to which money damages would not be an adequate remedy. Accordingly, Iridium agrees that, in seeking to require Iridium to fulfill its obligations under this Agreement, the FBI and the DOJ shall be entitled, in addition to any other remedy available at law or equity, to specific performance and injunctive or other equitable relief.
- 4.7 Nothing in this Agreement shall limit or affect the right of a U.S. government agency to:
- a. seek civil sanctions for any violation by Iridium of any U.S. law or regulation or term of this Agreement, or
 - b. pursue criminal sanctions against Iridium, or any director, officer, employee, representative, or agent of Iridium, or against any other person or entity, for violations of the criminal laws of the United States.

**ARTICLE V: OTHER REPRESENTATIONS AND
OBLIGATIONS OF THE PARTIES**

- 5.1 Iridium represents that, to the best of its knowledge, 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 Iridium enforceable in accordance with its terms.
- 5.2 Iridium shall provide to the DOJ and FBI written notice and copies of any applications or petitions relating to the Control of Iridium filed with the FCC or any other governmental agency concurrently with such filing.
- 5.3 Iridium shall provide to the DOJ and FBI 30 days advance written notice if Iridium plans to provide, direct, control, supervise or manage Domestic Communications through any facilities located outside the United States. Such notice shall, at a minimum, (a) include a description of the facilities to be located outside the United States, and a description of the functions of the facilities, (b) identify the location where the facilities are to be located, and (c) identify the factors considered in making the determination.
- 5.4 Iridium shall provide to the DOJ and FBI 30 days advance notice if Iridium plans to store or engage a contractor to store on its behalf any Domestic Communications, or Call Associated Data, Transaction Data or Subscriber Information related to such Domestic Communications, outside the United States. Such notice shall, at a minimum, (a) include a description of the type of information to be stored outside the United States, (b) identify the custodian of the information if other than Iridium and (c) identify the location where the information is to be located, and (d) identify the factors considered in deciding to store the information outside of the United States.

- 5.5 Effective upon the execution of this Agreement by all Parties, Iridium shall provide to the FBI and the DOJ written notice within 14 days of learning that any single foreign entity or individual, other than the current owners of Iridium, has or will likely obtain an ownership interest in Iridium above 25%, or if any single foreign entity or individual has or will likely otherwise gain *de facto* or *de jure* control of Iridium. Notice under this Section shall, at a minimum;
- (a) Identify the entity or individual(s) (specifying the name, addresses and telephone numbers of the entity),
 - (b) Identify the beneficial owners of the increased or prospective increased interest in Iridium 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 in Iridium that has resulted in or will likely result in the entity or individual(s) increasing the ownership interest in or control of Iridium.
- 5.6 Upon execution of this Agreement, the DOJ and the FBI shall promptly notify the FCC that, provided the FCC adopts a condition substantially the same as set forth in Exhibit A (the "Condition to FCC Licenses"), the DOJ and the FBI have no objection to the grant of the assignments and authorizations of the license applications referenced in the "Recitals" section of this Agreement to Iridium.
- 5.7 Iridium shall report promptly (not more than 10 calendar days) to the DOJ and FBI any information Iridium acquires regarding:
- (a) a breach of this Agreement;
 - (b) Electronic Surveillance in violation of federal, state or local law or regulation;
 - (c) access to or disclosure of CPNI or Subscriber Information in violation of federal, state or local law or regulation (except for violations of FCC regulations relating to improper use of CPNI); or
 - (d) improper access to or disclosure of Classified Information or Sensitive Information. Iridium need not report information where disclosure of such information would be in violation of an order of a court of competent jurisdiction.
- 5.8 Iridium may enter into joint ventures or other arrangements under which a joint venture or another entity may provide domestic communications services. If Iridium has the power or authority to exercise *de facto* or *de jure* control over such entity, then that entity shall fully comply with the terms of this Agreement to the extent the activities of such entity are covered by this Agreement. To the extent Iridium does not have such power or authority over such an entity, Iridium shall in good faith endeavor to have such entity

comply with this Agreement, and shall consult with the FBI or the DOJ about the activities of such entity. Nothing in this section relieves or shall be construed to relieve Iridium of its obligations under sections 2.4 and 2.5.

- 5.9 On or before the last day of January of each year, the Chief Gateway Officer or a designated senior corporate officer of Iridium shall submit to the FBI and the DOJ a report assessing Iridium's compliance with the terms of this Agreement for the preceding calendar year. The report shall include:
- (a) A copy of the 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 will or could affect the effectiveness or compliance with this Agreement.
- 5.10 Unless otherwise specified in this Agreement, the provisions of this Agreement shall take effect immediately upon the effective date.
- 5.11 If Iridium makes any filings with the FCC or any other governmental agency relating to the *de jure* or *de facto* control of Iridium, except for filings with the FCC for assignments or transfers of control to any U.S. subsidiary of Iridium that are *pro forma*, Iridium shall promptly provide to the FBI and DOJ written notice and copies of such filing.

ARTICLE VI: FREEDOM OF INFORMATION ACT

- 6.1 The DOJ and FBI shall take all reasonable measures to protect from public disclosure all information submitted by Iridium to the DOJ or FBI in connection with this Agreement and clearly marked with the legend "Confidential; Subject to Protection Under 5 U.S.C section 553 (b); Not to be Released Without Notice to Iridium" or similar designation. Such markings shall signify that it is Iridium'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). If a request is made under 5 U.S.C. §552(a)(3) for information so marked, and disclosure of any information (including disclosure in redacted form) is contemplated, the DOJ or FBI, as appropriate, shall notify Iridium of the intended disclosure as provided by Executive Order 12600, 52 Fed. Reg. 23781 (June 25, 1987). If Iridium objects to the intended disclosure and its objections are not

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

- 6.2 Nothing in this Agreement shall prevent the DOJ or the FBI from lawfully disseminating information as appropriate to seek enforcement of this Agreement, provided that the DOJ and the FBI take all reasonable measures to protect from public disclosure the information marked as described in Section 6.1.

ARTICLE VII: MISCELLANEOUS

- 7.1 All written communications or other written notice relating to this Agreement, such as a proposed modification, shall be deemed given (1) when delivered personally, (2) if by facsimile upon transmission with confirmation of receipt by the receiving Party's facsimile terminal, (3) if sent by documented overnight courier service on the date delivered, or (4) if sent by mail, five (5) business days after being mailed by registered or certified U.S. mail, postage prepaid, addressed to the Parties' designated representatives at the addresses shown below, or to such other representatives at such other addresses as the Parties may designate in accordance with this Section 7.1:

Gino Picasso
CEO and President
Iridium Satellite LLC
44330 Woodridge Parkway
Leesburg, VA 20176

Michael Deutschman
Chief Administrative Officer
Iridium Satellite LLC
44330 Woodridge Parkway
Leesburg, VA 20176

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

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

With a copy to:

Assistant Director
National Security Division

- 7.2 Nothing in this Agreement is intended to limit or constitute a waiver of (1) any obligation imposed by any U.S. laws on the Parties or by U.S. state or local laws on Iridium, (2) any enforcement authority available under any U.S. or state laws, (3) the sovereign immunity of the United States, or (4) any authority over Iridium activities or facilities located within or outside the United States that the U.S. Government may possess.
- 7.3 All references in this Agreement to statutory provisions shall include any future amendments to such statutory provisions.
- 7.4 Nothing in this Agreement is intended to confer or does confer any rights on any Person other than the Parties or on any U.S. governmental authorities entitled to effect Electronic Surveillance pursuant to Lawful U.S. Process.
- 7.5 This Agreement may be modified only by written agreement signed by all of the Parties. The DOJ and the FBI agree to consider in good faith possible modifications to this Agreement if Iridium 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 30 days after approval in writing by the Parties.
- 7.6 If any portion of this Agreement is declared invalid by a U.S. court of competent jurisdiction, this Agreement shall be construed as if such portion had never existed, unless such construction would constitute a substantial deviation from the Parties' intent as reflected in this Agreement.
- 7.7 The DOJ and the FBI agree to negotiate in good faith and promptly with respect to any request by Iridium for relief from application of specific provisions of this Agreement to future Iridium activities or service if those provisions become unduly burdensome or adversely affect Iridium's competitive position.
- 7.8 If after the date that all the Parties have executed this Agreement, the DOJ or the FBI finds that the terms of this Agreement are inadequate to address national security, law enforcement or public safety concerns, then Iridium will negotiate in good faith to modify this Agreement to address those concerns.
- 7.9 This Agreement may be executed in one or more counterparts, each of which shall together constitute one and the same instrument.

- 7.10 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 Affiliates of Iridium.
- 7.11 Nothing in this Agreement is intended to or is to be interpreted to require the Parties to violate any applicable U.S. law.

This Agreement is executed on behalf of the Parties:

Federal Bureau of Investigation

Date: 8-15-01
Printed Name:
Title:

By: Larry L. Parker

United States Department of Justice

Date: 8-17-01
Printed Name:
Title:

By: Angela L. ...

Iridium Satellite LLC

Date: 7/31/01
Printed Name: Dan A. Colussy
Title: Chairman of the Board

By: D. A. Colussy

Iridium Carrier Services LLC

Date: 7/31/01
Printed Name: Dan A. Colussy
Title: Chairman of the Board

By: D. A. Colussy

Iridium Carrier Holdings LLC

Date: 7/31/01
Printed Name: Dan A. Colussy
Title: Chairman of the Board

By: D. A. Colussy

Iridium Holdings LLC

Date: 7/31/01
Printed Name: Dan A. Colussy
Title: Chairman of the Board

By: D. A. Colussy