

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In the Matter of)
)
BP Exploration & Production Inc.) File No. SCL-ASG20200805-00035
and Tampnet)
)
Application for Consent to Assign)
the Cable Landing License Held by BP)
for a Gulf of Mexico Fiber Optic)
Network, the Gulf Fiber Network,)
to Tampnet)

PETITION TO ADOPT CONDITIONS TO AUTHORIZATION AND LICENSE

Pursuant to Executive Order 13913, the National Telecommunications and Information Administration (NTIA) submits this Petition to Adopt Conditions to Authorization and License (Petition) on behalf of the Committee for the Assessment of Foreign Participation in the United States Telecommunications Services Sector (Committee).¹ Through this Petition, and pursuant to Section 1.41 of the Commission’s Rules, the Committee advises the Commission that it has no objection to the Commission approving the above-captioned application, provided that the Commission conditions its approval on the assurances of Tampnet, Inc. (Tampnet), to abide by the commitments and undertakings set forth in the February 26, 2021 Letter of Assurances (LOA), a copy of which is attached hereto.²

Section 2 of the Cable Landing License Act authorizes the President to withhold, revoke, or condition a submarine cable landing license if the President determines that such action would, among other things, “promote the security of the United States.”³ In 1954, the President

¹ Exec. Order No. 13913, § 9(h), 85 Fed. Reg. 19643, 19647-48 (2020). The Executive Order directs the Committee to “assist the [Commission] in its public interest review of national security and law enforcement concerns that may be raised by foreign participation in the United States telecommunications services sector.” *Id.* § 3(a), 85 Fed. Reg. at 19643.

² 47 C.F.R. § 1.41.

³ 47 U.S.C. § 35.

delegated that authority to the Commission, subject to a requirement that it not act on an application without first obtaining “such advice from any executive department or establishment of the Government as the Commission deems necessary.”⁴ The Commission has long sought the expertise of the relevant Executive Branch agencies and has routinely granted agencies’ requests to impose conditions on cable landing licenses to address national security, law enforcement and other concerns raised by particular applications.⁵

After discussions with representatives of the parties in connection with the above-captioned application, the Committee has concluded that the additional commitments and undertakings set forth in the LOA will help ensure that those agencies with responsibility for protecting national security, enforcing the law, and preserving public safety can proceed appropriately to satisfy those responsibilities.

Accordingly, NTIA on behalf of the Committee advises the Commission that the Committee has no objection to the Commission granting the above-captioned application, provided that the Commission conditions its consent on compliance with the February 26, 2021 LOA attached to this filing.

Respectfully submitted,



Kathy Smith
Chief Counsel

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March 11, 2021

⁴ Exec. Order No. 10530, § 5(a), 19 Fed. Reg. 2709, 2711 (1954). *See also* 47 C.F.R. § 1.767(b).

⁵ *See, e.g., Actions Taken Under Cable Landing License Act*, 34 FCC Rcd 8628 (2019), 32 FCC Rcd 3791, 3792-93 (2017), 28 FCC Rcd 1323, 1324 (2013), 24 FCC Rcd 2219, 2220 (2009), 23 FCC Rcd 13149, 13420 (2008).



February 26, 2021

Assistant Secretary for Trade and Economic Security
Office of Policy
Mail Stop 0445
U.S. Department of Homeland Security
2707 Martin Luther King Jr. Ave SE
Washington, D.C. 20528-0445
IP-FCC@hq.dhs.gov

Dear Madame:

This Letter of Assurances (“LOA”) outlines the commitments made by Tampnet, Inc. (“Tampnet”) to the U.S. Department of Homeland Security (“DHS”) to address national security, law enforcement, and public safety concerns raised with regard to an application¹ filed by BP Exploration & Production Inc. (“BP”) and Tampnet with the Federal Communications Commission (“FCC”) requesting authority to assign the cable landing license held by BP for a Gulf of Mexico fiber optic network, the Gulf Fiber Network (“GFN”)², to Tampnet.

Tampnet certifies as true and correct, under penalties outlined in 18 U.S.C. § 1001, all statements Tampnet or its representatives have made to DHS; the U.S. Department of Justice, including the Federal Bureau of Investigation; the U.S. Department of Defense; and the FCC in the course of the review of the above-referenced application that the Committee for the Assessment of Foreign Participation in the United States Telecommunications Services Sector (“Committee”) conducted pursuant to Executive Order 13913. Tampnet hereby adopts those statements as the basis for this LOA.

Tampnet has agreed to provide this LOA to DHS, and understands that upon execution of this LOA, the FCC will be petitioned to condition the cable landing license for GFN on compliance with this LOA.

¹ FCC File No. SCL-ASG-20200805-00035.

² FCC File No. SCL-LIC-20061115-00010.

For purposes of this LOA:

- A. “Access” means the ability to physically or logically undertake any of the following actions: (a) read, divert, or otherwise obtain non-public information or technology from or about software, hardware, a system or a network; (b) add, edit or alter information or technology stored on or by software, hardware, a system or a network; and (c) alter the physical or logical state of software, hardware, a system or a network (e.g., turning it on or off, changing configuration, removing or adding components or connections).
- B. “Domestic Communications” or “DC” means: (a) Wire Communications or Electronic Communications (whether stored or not) between one U.S. location and another U.S. location; or (b) the U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates or terminates in the United States.
- C. “Domestic Communications Infrastructure” or “DCI” means: (a) any portion of GFN that physically is located in the United States, up to and including 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.*, Microsoft Office) used by or on behalf of Tampnet for GFN to provide, process, direct, control, supervise, or manage Domestic Communications; and (b) Network Operations Center (“NOC”) facilities, as defined in Section E below.
- D. “Electronic Communication” has the meaning given it in 18 U.S.C. § 2510(12).
- E. “Network Operations Center” or “NOC” means the locations and facilities designated as such by Tampnet for purposes of performing network management, monitoring, maintenance, or other operational functions for GFN.
- F. “NOC Provider” means a third party that performs the network management, monitoring, maintenance, or other operational functions on behalf of Tampnet.
- G. “Principal Equipment” means the primary electronic components of GFN, which comprises the DCI and Wet Infrastructure. Principal Equipment consists of: 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”); interface equipment; wavelength selective switch (“WSS”) technology; wave division multiplexing (“WDM”); dense wave division multiplexing (“DWDM”); coarse wave division multiplexing (“CWDM”); optical carrier network (“OCx”) equipment, as applicable; all embedded software for the equipment; any non-embedded software used for monitoring, administration, or provisioning GFN (with the exception of COTS software used for common business functions, *e.g.*, Microsoft Office); and any other such equipment, whether physical or

logical, that performs the functions of the equipment described in this definition that Tampnet may use in the normal course of business.

- H. “Screened Personnel” has the meaning given it in Section 10 below.
- I. “Wet Infrastructure” means hardware components installed and residing on the undersea portion of GFN, including fiber optic cables, repeaters, branching units, and routers (if any). Wet Infrastructure includes all the components used to define the topology of the undersea portion of GFN.
- J. “Wire Communication” has the meaning given it in 18 U.S.C. § 2510(1).

Tampnet undertakes to comply with the following commitments:

1. Point of Contact

Tampnet agrees to maintain a Point of Contact (“POC”) and an Alternate Point of Contact (“Alternate POC”) (collectively, the “POCs”) for purposes of this LOA. The POCs will possess the appropriate authority, reporting lines, independence, skills, and resources to ensure compliance with the terms of this LOA. The POCs will be a U.S. citizen and, to the knowledge of Tampnet, will be eligible to hold U.S. Government security clearances at the “Secret” level or higher. Tampnet agrees to nominate its proposed POCs within **30 days** of the execution of this LOA. Tampnet understands that the POC nominations will be subject to DHS review and approval and may be subject to a background check at the sole discretion of DHS. In order to facilitate this, Tampnet will provide the name, date of birth, place of birth, social security number, and passport number of the nominees, and will subsequently provide any other information reasonably requested by DHS.

The POC or Alternate POC will be available twenty-four (24) hours per day, seven (7) days per week, regarding any national security, law enforcement, or public safety concerns that DHS may raise with respect to GFN. Upon request by DHS, the POC or Alternate POC will make himself/herself available in person within the United States within **72 hours** at a date and location as deemed necessary by DHS. The POCs will be responsible for receiving and promptly effectuating any lawful inquiries or requests for information, and Tampnet will ensure that the POCs have sufficient authority to effectuate compliance with obligations set forth in this LOA.

Tampnet agrees to notify DHS of any proposed change to the POC or Alternate POC at least **15 days** in advance (except in the case of the unexpected firing, resignation, or death of the POC in which case such written notice must be provided within five (**5**) days of such event) of such proposed change. Tampnet understands that any proposed POC will be subject to DHS review and approval pursuant to this Section as outlined above.

2. Cable System Information

Within **45 days** of the execution of this LOA, and, thereafter, within **30 days** upon request by DHS, Tampnet agrees to make available the following GFN information:

- (a) network management information, including: (1) a network map that includes physical and logical topology, including any terrestrial backhaul from the cable landing stations to SLTE locations or other facilities housing GFN Principal Equipment; (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; (4) locations and functions of any NOCs, data centers, and main distribution facilities; (5) an organizational chart, to include specific reference to the names and positions of senior Tampnet officials responsible for operations of GFN, and/or senior officials of any third parties performing such duties on behalf of Tampnet; and (6) descriptions of interfaces and connections to GFN for service offload, disaster recovery, or administrative functions;
- (b) a complete and current list of all contracts held by Tampnet or its designee(s) for the maintenance, repair, and security of GFN; and
- (c) a restoration plan for the Principal Equipment and the Wet Infrastructure for GFN.

Tampnet agrees to notify DHS of any proposed change to NOC location(s), or NOC Providers, to include the addition of new NOC locations, at least **45 days** in advance of such proposed change. Tampnet understands DHS will approve or disapprove the new operator, location or locations within **45 days** of acknowledgement of receipt or as otherwise agreed to by Tampnet and DHS, with the right of approval not waived unless provided in writing by DHS.

3. Principal Equipment List

Within **45 days** of the execution of this LOA, Tampnet agrees to provide DHS with a 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, repairing, or maintaining the Principal Equipment.

Objections to the Principal Equipment List will be handled pursuant to Section 7.

At the discretion of DHS, Tampnet agrees to supplement the above Principal Equipment List in writing subject to subsequent technological developments with submarine systems that expand or modify the foregoing definition of Principal Equipment.

4. Modifications to Existing Principal Equipment

Tampnet agrees to provide DHS at least **30 days** advance notice prior to any maintenance, repair, or replacement (“Modification”) that would result in any modification to the function, configuration, operation, or location of existing Principal Equipment for GFN. With any such notice, Tampnet may request that DHS waive the notice obligation of this Section 4 for substantially similar Modifications in the future.

The 30 days’ advance notice requirement is waived for any Modification that is undertaken in response to an unforeseen or uncontrollable event and that is necessary to ensure the continued operability of GFN; however, in such circumstances, Tampnet agrees to provide advance notice to DHS of the Modification, if practicable, and, if impracticable, Tampnet agrees to provide notice within **10 days** after the Modification. This notice will include a detailed description of the Modification and the circumstances surrounding the need to modify the Principal Equipment without 30 days’ advance notice.

Tampnet may continue to utilize any Principal Equipment maintained, repaired, or replaced pursuant to the process outlined in this Section, provided that DHS does not object pursuant to Section 7. In the event of such an objection, Tampnet will not begin relying upon, expand existing deployment, or enhance the capabilities of any Principal Equipment to which DHS has objected, and Tampnet agrees to meet, confer, and otherwise attempt in good faith to resolve DHS’s objection. Until the objection is resolved, Tampnet will not upgrade, install, replace, or service any Principal Equipment identified in DHS’s objection without written authorization from DHS.

5. Change in Vendors, Contractors, or Subcontractors for Principal Equipment

Tampnet agrees to provide at least **30 days** advance notice prior to any change to the list of vendors, contractors, or subcontractors involved in providing, installing, operating, managing, repairing, or maintaining the Principal Equipment.

In addition, Tampnet agrees to provide at least **30 days** advance notice prior to changing the service offerings or support from a previously-listed vendor, contractor, or subcontractor (*i.e.*, where a previously-listed provider will be offering support in a previously unidentified way).

Objections to any new vendor, contractor, or subcontractor for the Principal Equipment or the proposed service offerings thereof will be handled pursuant to Section 7.

6. Equipment Testing

Tampnet agrees to provide at least **30 days'** advance notice prior to initiating the testing of any new Principal Equipment connected to GFN by any vendor not already on the approved Principal Equipment List. Objections to any testing proposed pursuant to this Section will be handled pursuant to Section 7.

Prior to deployment of any distributed acoustic sensing technology onto the marine portion of this cable, Tampnet agrees to receive the approval of the United States Navy. Tampnet will provide notice to the United States Navy via email at osd.pentagon.dod-cio.list.team-telecom@mail.mil prior to the deployment, with a courtesy copy to DHS.

7. Objection Resolution

Within **90 days** of receipt of any notice provided by Tampnet pursuant to Sections 4, 5, or 6, DHS shall provide either written approval or disapproval to Tampnet of the action described in such notice. If within the 90-days approval/disapproval period DHS seeks additional material information from Tampnet, the approval/disapproval period shall be extended by the number of days DHS awaited the requested information. In the event of a disapproval, Tampnet will not expand the existing deployment or enhance the capabilities of any Principal Equipment to which DHS has disapproved, and Tampnet agrees to meet, confer and resolve DHS's objection. Until DHS's disapproval is resolved, Tampnet will not upgrade, install, replace, or service any disapproved Principal Equipment without written authorization from DHS.

8. Measures to Prevent Improper Use and Unauthorized Logical Access to GFN

Tampnet agrees to take practicable measures to prevent unauthorized logical access to GFN and to prevent any unlawful use or disclosure of information carried on the same, and Tampnet will include these measures in the policies that Tampnet will develop and implement pursuant to this LOA. Additionally, Tampnet agrees to ensure that any entity that holds and/or obtains certain rights on GFN and owns network equipment facilities that interconnect with GFN have practicable measures in place to prevent unauthorized logical access to GFN and to prevent any unlawful use or disclosure of information carried on the same, and Tampnet agrees to provide a description of such measures to DHS upon request. For purposes of this Section, such "practicable measures," at a minimum, include effectuating compliance with all applicable U.S. laws and regulations governing cybersecurity, information security, and privacy and will be measures consistent with the principles set forth in the Cybersecurity Framework of the National Institute of Standards and Technology, 27001 Series standards of the International Organization for Standardization as well as other industry best practices and standards introduced from time to time. These measures should also include 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.

Tampnet agrees to take appropriate measures to protect and promote resiliency of the GFN, including measures to ensure that security patches for systems and applications are up to date. Measures taken to ensure that security patches for systems and applications are up to date shall not trigger any requirements under this LOA to provide notice to, or seek consent from, DHS.

Tampnet agrees to meet or exceed security standards and best practices utilized within the U.S. telecommunications industry for maintenance of password systems and firewalls, monitoring and oversight of logical access to GFN, maintenance of non-destructive logical access logs, and periodic internal audits of network security and associated network devices.

Tampnet agrees to submit a policy regarding logical security measures adopted in accordance with the requirements of this Section to DHS within **90 days** of the date of execution of this LOA. DHS will approve or disapprove the policy within **90 days** of receipt.

9. Physical Security Measures

Tampnet agrees to take practicable measures to physically secure GFN, including the DCI and Wet Infrastructure. Tampnet agrees to ensure that any entity that holds certain rights on GFN and owns network equipment facilities that interconnect with GFN have physical security measures in place to secure the infrastructure, and Tampnet agrees to provide a description of such measures to DHS upon request. Tampnet will screen appropriate personnel in accordance with Section 10 below, and Tampnet will require that all persons who physically access the DCI are escorted at all times by Screened Personnel, as defined herein.

Tampnet agrees to submit a policy setting forth its physical security measures to DHS within **90 days** of the date of execution of this LOA. DHS will approve or disapprove the policy within **90 days** of receipt.

10. Screening of Personnel

Tampnet agrees to implement, either directly or through a vendor or service provider, a process to screen any existing or newly hired Tampnet personnel (or to cause any personnel of a third-party vendor performing under an agreement or arrangement with Tampnet to do the same) in, at minimum, the following circumstances:

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

Tampnet's personnel screening process will be reflected in a written 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 will be considered "Screened Personnel."

Tampnet agrees to submit the screening policy to DHS within **90 days** of the execution of this LOA. DHS will approve or disapprove the policy within **90 days** of receipt. Tampnet agrees to cooperate with any request by DHS to provide additional identifying information regarding Screened Personnel.

11. Reporting Incidents and Breaches

Tampnet agrees to provide preliminary notification to DHS via email within **48 hours**, with a more detailed description in writing to follow thereafter upon DHS request, if it learns of information that reasonably indicates:

- (a) unauthorized third-party access to GFN or any information being carried on GFN;
- (b) shunt faults, unplanned cable outages, disruption, or corruption of GFN or any information being carried on GFN;
- (c) any other unauthorized access to or disclosure of Domestic Communications on GFN in violation of federal, state, or local law; or
- (d) any material breach of the commitments made in this LOA.

Upon request by DHS, Tampnet agrees to submit in writing a follow-up report describing in greater detail the incident and Tampnet's steps to remediate the incident to DHS within **15 days** of discovery of the relevant conduct. Tampnet also agrees to submit in writing supplementary information regarding any follow-up report until such evaluation is complete. Tampnet agrees to remediate any incidents or breaches reported pursuant to this provision to the satisfaction of DHS.

12. Instruction of Obligations

Tampnet agrees to instruct appropriate officers, employees, contractors, and agents as to Tampnet's obligations under this LOA, including the individuals' duty to report any violation thereof, and to issue periodic reminders of such obligations.

Tampnet agrees to issue initial instructions in writing and provide appropriate live training, within **90 days** of the execution of this LOA, and Tampnet agrees to submit a copy of such instructions to DHS within 10 days of the issuance of such instructions. Tampnet agrees to issue updated instructions or training annually thereafter.

13. Change in Services or Cable Operations

Tampnet agrees to notify DHS in writing at least **45 days** prior to implementing any changes to the communications services, operations, or connections of GFN, including the entry into written contractual agreements with a third party that involves the contribution of network or related assets by both parties, and that would result in the alteration of the makeup of GFN. Tampnet agrees to provide a detailed description of the proposed change including the material terms, conditions, individuals and/or entities involved in making any change to the communications services or operations. Notwithstanding any other term of this LOA, Tampnet shall have no obligation to notify DHS of the provision of new arrangements or agreements to provide existing services, other than cable services, to existing or new customers.

14. Change in Control

If Tampnet learns of any information that reasonably indicates that any single foreign entity or individual, other than those already identified, has or will obtain an ownership interest, whether direct or indirect, in Tampnet or GFN above ten (10) percent, or if any foreign entity or individual, singly or in combination with other foreign entities or individuals, has or will gain, directly or indirectly either: (i) control, as determined in accordance with 47 C.F.R. § 63.09(b); or (ii) *de facto* or *de jure* control of Tampnet or GFN, Tampnet agrees to provide notice in writing to DHS within **15 days**. Notice under this Section will, 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 Tampnet or GFN 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 Tampnet or GFN and, if applicable, the form of the transaction.

15. Annual Report

On the anniversary of the date of this LOA, Tampnet agrees to submit to DHS a report assessing Tampnet'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 POCs;
- (b) Cable System Information, as described in Section 2 above, noting any changes during the reporting period;

- (c) an updated Principal Equipment List containing all information described in Section 3 above, identifying any modifications during the reporting period;
- (d) a copy of the then-current policies adopted in accordance with this LOA, including policies for logical security (Section 8), physical security (Section 9), screening (Section 10), incident reporting (Section 11), and employee training (Section 12), 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;
- (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;

16. Third-Party Audit

At its sole discretion, but no more frequently than once every calendar year, unless the original audit is found by DHS, upon engagement with Tampnet, to have been unsatisfactory, DHS may request a third-party audit of Tampnet's compliance with the terms of this LOA.

- (a) Within **60 days** of DHS requesting a third-party audit, Tampnet will nominate two third-party auditors, subject to the approval of the DHS. Within **60 days** of the nominations, DHS will approve or disapprove the nominated third-party auditor firms.
- (b) If DHS disapproves of either of the nominated third-party auditors, Tampnet agrees to nominate, within **30 days** of such objection, another third-party auditor. If DHS disapproves the nomination of a supplemental third-party auditor, Tampnet will provide to DHS 3 additional candidates to be considered for third-party auditor from which DHS may choose at its discretion.
- (c) As part of the auditor nomination and approval process, DHS may condition approval of a nominated auditor on Tampnet providing information regarding Tampnet's and the nominated auditor's pre-existing relationship (if any).
- (d) Tampnet will be solely responsible for any costs associated with any third-party audit carried out pursuant to this Section. DHS, however, will consider avoidance of unreasonable costs as a factor when exercising its rights under this Section.
- (e) Tampnet will ensure the selected third-party auditor submits, prior to commencing the audit, a methodology and proposed scope of audit, both of which will be subject to DHS approval.

- (f) Tampnet will ensure that the executed engagement agreement with the third-party auditor is provided to DHS within **five (5) days** of execution.
- (g) The third-party auditor will promptly deliver to DHS and Tampnet all reports and related information generated or gathered during its review that relate directly to Tampnet's compliance with the terms of this LOA and agrees to meet independently with DHS upon request.

17. Consultation and Visitation

Tampnet agrees to meet and confer with DHS and to resolve to the satisfaction of DHS any concerns DHS may raise regarding compliance with this LOA.

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

Tampnet agrees that, upon **48 hours** advance written notice, except when due to exigent circumstances such advance notice is not practicable, DHS may visit Tampnet and/or GFN facilities to conduct on-site reviews to verify the implementation of and compliance with the terms of this LOA. Subject to applicable law, during such visit Tampnet will provide unimpeded access to any documents, information, facilities, and personnel necessary to verify compliance with the terms of this LOA on the understanding that when advance notice of a visit is not provided, Tampnet will provide DHS with access to documents, information, facilities, and personnel within **24 hours** of such an access request.

18. Computing Time

In computing any time period pursuant to this LOA, the below rules apply.

- (a) For any period stated in days:
 - i. the day of the event that triggers the period is excluded;
 - ii. every day thereafter is counted, including intermediate Saturdays, Sundays, and federal holidays, except for those days that are tolled pursuant to Section 18(c); and
 - iii. the last day of the period is included, but if the last day is a Saturday, Sunday, or federal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or federal holiday.
- (b) For any period stated in hours:

- i. begin counting immediately on the occurrence of the event that triggers the period;
 - ii. count every hour, including hours during intermediate Saturdays, Sundays, and federal holidays, except for those hours that are tolled pursuant to Section 18(c); and
 - iii. if the period would end on a Saturday, Sunday, or federal holiday, the period continues to run until the same time on the next day that is not a Saturday, Sunday, or federal holiday.
- (c) Any approval provision applicable to DHS pursuant to this Agreement shall be tolled during a lapse in appropriations or any time when the Federal government in the greater Washington, D.C. area is closed.

All communications, including notifications and reporting, made pursuant to this LOA shall be made to ip-fcc@hq.dhs.gov and compliance@hq.dhs.gov, or any other contacts as designated by DHS.

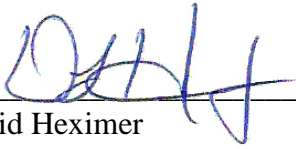
This LOA shall inure to the benefit of, and shall be binding upon, Tampnet and its successors, assigns, subsidiaries, and affiliates.

Tampnet agrees that, in the event that Tampnet breaches the commitments set forth in this LOA, the Committee, may, under subsection 10(f) of Executive Order 13913 (“the Executive Order”), request that the FCC take action consistent with subsection 9(b) of the Executive Order, such as to modify, condition, revoke, cancel, terminate, or render null and void any relevant license, permit, or other authorization granted by the FCC to Tampnet or any successors-in-interest, in addition to any other remedy available at law or equity.

If, after this LOA takes effect, DHS or Tampnet believes that changed circumstances warrant modifying or terminating this LOA (including if DHS determines that the terms of this LOA are inadequate or no longer necessary to address national security or law enforcement concerns), Tampnet and DHS agree to negotiate in good faith 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 excuses Tampnet from its obligations to comply with all applicable legal requirements and obligations, including all applicable statutes, regulations, requirements, or orders.

For and on behalf of Tampnet



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