

AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is made as of the date of the last signature affixed hereto, by and between Office des Postes et Télécommunications de Polynésie Française, for itself, its affiliates and subsidiaries (collectively referred to hereafter as “**OPT**”), on the one hand, and the United States Department of Homeland Security (“**DHS**”) and the United States Department of Justice (“**DOJ**”), on the other (referred to individually as a “**Party**” and collectively as the “**Parties**”).

RECITALS

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

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

WHEREAS, it is critical to the well being of the Nation and its citizens to maintain the viability, integrity, and security of the communications system of the United States (see, e.g., Executive Order 13231, Critical Infrastructure Protection in the Information Age (October 16, 2001), and Homeland Security Presidential Directive (HSPD) 7 (December 17, 2003), Critical Infrastructure Identification, Prioritization, and Protection);

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

WHEREAS, the Government of French Polynesia created OPT as a wholly owned public establishment for the provision of telecommunications services for French Polynesia;

WHEREAS, pursuant to the Cable Landing License Act, 47 U.S.C. §§ 34-39, on October 8, 2008, OPT applied to the Federal Communications Commission (“**FCC**”) for a license to land, construct and operate a fiber-optic submarine cable system between the United States and French Polynesia (the “**Honotua Cable System**”), on a common carrier basis (FCC File # SCL-LIC-20081008-00017 and FCC File # ITC-214-20081008-00453, collectively referred to herein as the “**Application**”);

WHEREAS, the Honotua Cable System will consist of one segment, spanning over 2,890 route-miles and will provide the first fiber optic submarine cable to French Polynesia directly linking Tahiti and Hawaii. The Honotua Cable System will be comprised of an international segment and a domestic French Polynesian segment. The international segment will link an existing cable landing station (Spencer Beach) in Kawaihae, Hawaii to a new station in Papenoo, French Polynesia. The domestic French Polynesian segment will link islands in the French Polynesian archipelago to the Papenoo station;

WHEREAS, OPT entered into a landing party agreement with Pacific LightNet, Inc. d/b/a Wavecom Solutions (“Wavecom”) on or about September 5, 2008, and amended on or about September 16, 2009, to use the Spencer Beach cable landing in Kawaihae, Hawaii pursuant to which OPT will maintain an exclusive indefeasible right of use of the Honotua Cable System equipment, which is located at the Kawaihae cable landing station building (“**U.S. Termination Point**”);

WHEREAS, physical security at the U.S. Termination Point will be provided by Wavecom, that OPT contracts for Wavecom’s services in this regard, and OPT is ultimately responsible for physical security of the Honotua Cable System equipment located at the U.S. Termination Point;

WHEREAS, on April 12, 2010, the FCC granted OPT’s request to waive the separate subsidiary requirement in sections 63.10(c)(1) and section 1.767(h) of the Commission’s rules for the construction and operation of the Honotua Cable System, subject to certain conditions;

WHEREAS, pursuant to the April 12, 2010 FCC Waiver Order, OPT has agreed to establish a separate operating division within OPT with respect to the ownership and operation of the Honotua Cable System within the United States (the “**OPT Operating Division**”);

WHEREAS, pursuant to the April 12, 2010 FCC Waiver Order, OPT has also agreed, inter alia, to maintain separate books of account for the OPT Operating Division and for the portion of Honotua Cable System that is within the United States, and to file quarterly reports with the FCC summarizing the provision and maintenance of all basic network facilities procured from OPT’s local exchange and other French Polynesian domestic operations, operating divisions and affiliates;

WHEREAS, OPT has an obligation to protect from unauthorized disclosure the contents of wire and electronic communications to and from the United States under U.S. law;

WHEREAS, DHS and DOJ will request that the FCC’s grant of the pending Application be made subject to resolution of issues relating to national security, law enforcement, and public safety as set forth herein, and whereas OPT has agreed to enter into this Agreement with DHS and DOJ to address issues raised by DHS and DOJ, and to jointly petition that the FCC condition the requested authorization on compliance with this Agreement;

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

ARTICLE 1: DEFINITION OF TERMS

As used in this Agreement:

1.1 **“Access”** or **“Accessible”** 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, system, or network;
- (b) add, edit or alter information or technology stored on or by software, hardware, a system or network; and
- (c) alter the physical or logical state of software, hardware, system, or a network (e.g. turning it on or off, changing configuration, removing or adding components or connections).

1.2 **“Affiliate”** means any entity that OPT owns or Controls or any entity with which OPT is related or has formal or informal arrangements to act in concert in connection with the Honotua Cable System.

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

1.4 **“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.

1.5 **“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 interest in an entity, board representation, proxy voting, a special share, contractual arrangements, formal or informal arrangements to act in concert, or decide important matters affecting an entity; in particular, but without limitation, to determine, direct, take reach, or cause decisions regarding the following matters, or any other similarly important matters affecting an entity:

- (a) the sale, lease, mortgage, pledge, or other transfer of any of the tangible or intangible principle assets of the entity, whether or not in the ordinary course of business;
- (b) the reorganization, merger, or dissolution of the entity;
- (c) the closing, relocation, or substantial alteration of the production, operational, or research and development facilities of the entity;

- (d) major expenditures or investments, issuances of equity or debt, or dividend payments by the entity, or approval of the operating budget of the entity;
- (e) the selection of new business lines or ventures that the entity will pursue;
- (f) the entry into, termination, or non-fulfillment by the entity of significant contracts;
- (g) the policies or procedures of the entity governing the treatment of non-public technical, financial, or other proprietary information of the entity;
- (h) the appointment or dismissal of officers or senior managers;
- (i) the appointment or dismissal of employees with access to sensitive technology or classified U.S. Government information;
- (j) the amendment of Articles of Incorporation, constituent agreement, or other organizational documents of the entity with respect to the matters described in paragraphs (a) through (i) of this section; or
- (k) OPT's obligations under this Agreement.

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

1.7 **“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.

1.8 **“Domestic Communications Infrastructure”** or **“DCI”** means any portion of the Honotua Cable System used by or on behalf of OPT that is: (a) transmission, switching, bridging, and routing equipment (including software and upgrades) to provide, process, direct, control, supervise, or manage Domestic Communications; (b) facilities and equipment that are physically located in the United States; or (c) facilities to control the equipment described in (a) and (b) above. Domestic Communications Infrastructure does not include equipment or facilities used by service providers other than OPT that are:

- (a) interconnecting communications providers; or
- (b) providers of services or content that are:
 - (i) accessible using the communications services of OPT, and

- (ii) available in substantially similar form and on commercially reasonable terms through communications services of companies other than OPT.

The phrase “on behalf of” as used in this section does not include entities with which OPT has contracted for peering, interconnection, roaming, long distance, or other similar arrangements.

1.9 “**Effective Date**” means the date this Agreement becomes effective, which is the date this Agreement is signed by the last Party to sign it (as indicated by the date stated opposite that Party’s signature).

1.10 “**Electronic Communications**” has the meaning given it in 18 U.S.C. § 2510(12).

1.11 “**Electronic Surveillance**,” for the purposes of this Agreement, includes:

- (a) the interception of wire, oral, or electronic communications as defined in 18 U.S.C. §§ 2510(1), (2), (4) and (12), respectively, and electronic surveillance as defined in 50 U.S.C. §§ 1801(f);
- (b) access to stored wire or electronic communications, as referred to in 18 U.S.C. § 2701 et seq.;
- (c) acquisition of dialing, routing, addressing, or signaling information through pen register or trap and trace devices or other devices or features capable of acquiring such information pursuant to law as defined in 18 U.S.C. § 3121 et seq. and 50 U.S.C. § 1841 et seq.;
- (d) acquisition of location-related information concerning a service subscriber or facility;
- (e) preservation of any of the above information pursuant to 18 U.S.C. § 2703(f); and
- (f) access to, or acquisition, interception, or preservation of, wire, oral, or electronic communications or information as described in (a) through (e) above and comparable state laws.

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

1.13 “**Government**,” “**Government Authority**,” or “**Government Authorities**” means any government, or any governmental, administrative, or regulatory entity, authority, commission, board, agency, instrumentality, bureau or political subdivision and any court, tribunal, judicial or arbitral body.

1.14 “**Honotua Cable System**,” in addition to the meaning given in the Recitals to the Agreement, means all equipment, facilities, and services pertaining to the Honotua Cable network linking the United States with French Polynesia, including but not limited to all optical cables, Points of Presence, and associated Network Operations Centers.

- 1.15 “**Intercept**” or “**Intercepted**” has the meaning defined in 18 U.S.C. § 2510(4).
- 1.16 “**Lawful U.S. Process**” means Lawful U.S. federal, state, or local Electronic Surveillance or other court orders, processes, or authorizations issued under U.S. federal, state, or local law for physical search and seizure or production of tangible things or access to or disclosure of Domestic Communications.
- 1.17 “**Management of OPT**” means its officers and members of its Board of Directors.
- 1.18 “**Network Management Information**” means network management operations plans, processes and procedures; the placement of Network Operating Center(s) and linkages (for service off load or administrative activities) to other domestic and international carriers, internet service providers (“ISPs”) and other critical infrastructures; descriptions of IP networks and operations processes and procedures for management control and relation to the backbone infrastructure(s) including other service providers; description of any unique/proprietary control mechanisms as well as operating and administrative software; and network performance information to the Honotua Cable System.
- 1.19 “**Network Operations Center**” or “**NOC**” means the locations and facilities designated as such by OPT for purposes of performing network management, monitoring, maintenance, or other operational functions for the Honotua Cable System.
- 1.20 “**Offshore**” or “**Offshoring**” means performing functions covered by this Agreement which are normally performed within the territorial limits of the continental United States by personnel of OPT or its contractors through the use of personnel outside the territorial limits of the continental United States.
- 1.21 “**Outsource**” or “**Outsourcing**” means performing functions covered by this Agreement which are normally performed by personnel of OPT through the use of contractors.
- 1.22 “**Party**” and “**Parties**” have the meanings given them in the Preamble.
- 1.23 “**Point of Presence**” or “**PoP**” is a carrier demarcation point. A meeting point or interface point between telecommunication carriers and Internet service providers, where they exchange traffic and routing information. PoPs are usually located at Internet exchange points and collocation centers.
- 1.24 “**Principal Equipment**” means the primary electronic components of the Domestic Communications Infrastructure and the Honotua Cable System, including network element servers, routers, switches, repeaters, submarine line terminal equipment, system supervisory equipment, signal modulators and amplifiers, multiplexers, dense wavelength division multiplexers, and coarse wavelength division multiplexers.

1.25 “**Pro forma assignments**” or “**pro forma transfers of control**” are transfers that do not involve a substantial change in ownership or control as provided by Section 63.24 of the FCC’s Rules (47 C.F.R. § 63.24).

1.26 “**Security Personnel**,” means the point(s) of contact designated pursuant to Section 2.1(d).

1.27 “**Sensitive Information**” means information that is not Classified Information regarding:

- (a) the persons or facilities that are subjects of Lawful U.S. Process;
- (b) the identity of the Government Authority or Government Authorities and/or Government Agency or Agencies serving such Lawful U.S. Process;
- (c) the location or identity of the line, circuit, transmission path, or other facilities or equipment used to conduct Electronic Surveillance;
- (d) the means of carrying out Electronic Surveillance; or
- (e) the type(s) of service, telephone number(s), records, communications, or facilities subjected to Lawful U.S. Process; as well as all other information that is not Classified Information but is:
 - (i) designated in writing by an authorized official of a federal, state, or local law enforcement agency or a U.S. intelligence agency as “Sensitive Information” of some type recognized by the agency involved; and
 - (ii) designation “Sensitive” as used in this Section includes but is not limited to information marked or labeled “Official Use Only,” “Limited Official Use Only,” “Law Enforcement Sensitive,” “Sensitive Security Information,” “Sensitive but Unclassified,” “Controlled Unclassified Information,” or other similar designations.

1.28 “**Subsidiaries**” means any current or future entity that OPT owns, manages or controls or any current or future entity with which OPT is related or has formal or informal arrangements to act in concert in connection with the Honotua Cable System.

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

1.30 “**U.S. Termination Point**” has the meaning given to it in the Recitals of this Agreement.

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

1.32 **Other Definitional Provisions.** Other capitalized terms used in this Agreement and not defined in this Article shall have the meanings assigned them elsewhere in this Agreement. The definitions in the 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 2: REQUIREMENTS REGARDING THE HONOTUA CABLE SYSTEM

2.1 **Operational Requirements.** With respect to the operation of the Honotua Cable System, OPT agrees as follows:

- (a) a NOC for the Honotua Cable System shall be established and remain within the United States, to be operated by OPT, exclusively using Screened Personnel (as defined in Section 4.10);
- (b) OPT shall obtain the right to direct Wavecom to implement all terms of this Agreement. OPT shall also maintain an exclusive indefeasible right of use of the Honotua Cable System equipment located at the U.S. Termination Point. Honotua Cable System equipment shall be kept physically and logically separate from any other equipment located at the U.S. Termination Point and physical entry to such equipment and all areas of the facilities dedicated to OPT shall be limited to Screened Personnel and authorized visitors, so long as any such visitors are escorted by Screened Personnel;
- (c) OPT shall have the ability to promptly and effectively interrupt in whole or in part traffic to and from the United States on the Honotua Cable System by disabling or disconnecting circuits at the U.S. Termination Point;
- (d) OPT shall configure all necessary systems so the U.S. NOC will be able to initiate a suspension or interruption of the optical carrier signal on some or all of the Honotua Cable System within the Domestic Communications Infrastructure; and
- (e) OPT shall configure all necessary systems so that the U.S. NOC will be able to view the status of the Honotua Cable System.

2.2 **Outsourcing Contracts.** OPT shall not enter into an Outsourcing contract that affords the contractor Access to Sensitive Information, Classified Information, or Honotua Cable System Principal Equipment that is owned in whole or in part by OPT, other than in accordance with applicable law. In any Outsourcing contract pertaining to control or operation of the Domestic Communications Infrastructure or pertaining to the technical maintenance or security of Honotua Cable System Principal Equipment owned in whole or in part by OPT, OPT shall take reasonable steps to ensure that the contractor complies with the applicable terms of this agreement. Such steps shall include the following:

- (a) OPT shall include written provisions in the Outsourcing contract that require the contractor to comply with all applicable terms of this Agreement or shall take other reasonable, good-faith measures to ensure that the contractor is aware of, agrees to, and is bound to comply with all such terms;
- (b) No later than thirty (30) days before the Outsourcing contract becomes effective, OPT shall notify DHS and DOJ in writing, identifying the name of the entity, describing the functions covered by this Agreement, and attaching a complete copy of the proposed Outsourcing contract;
- (c) DHS and DOJ shall have thirty (30) days from receipt of the notice to review and provide OPT with any objection to the proposed Outsourcing contract, which objection shall be based on national security, law enforcement, or public safety grounds. If DHS or DOJ objects in accordance with this Section, OPT shall meet with the objecting Party and confer regarding such concerns;
- (d) OPT shall not induce the contractor either to violate its obligations to OPT related to this Agreement or take any action that, if taken by OPT, would violate this Agreement;
- (e) if OPT discovers any information that reasonably indicates that the contractor or any of its employees or agents has taken an action that, had it been taken by OPT, would violate a provision of this Agreement, or has violated its obligations to OPT related to this Agreement, OPT; (i) shall notify DHS and DOJ within two (2) business days and (ii) in consultation and cooperation with DHS and DOJ, shall take all reasonable steps necessary to rectify promptly the situation, including terminating the Outsourcing Contract (with or without notice and opportunity for cure) or initiating and pursuing litigation or other remedies at law and equity.

Neither an Outsourcing contract nor any provision of this Section shall be construed to relieve OPT of any of its obligations under this Agreement.

2.3 Offshoring. OPT shall comply with all aspects of this Agreement with respect to any personnel it may have offshore.

2.4 Principal Equipment and Network Management Information. OPT shall provide the following to DHS and DOJ:

- (a) within ten (10) business days after the Effective Date, and upon request thereafter, OPT shall provide to DHS and DOJ a list of Principal Equipment including available information on each item's manufacturer and model number, and non-embedded software for the monitoring, administration, or provisioning of the Principal Equipment. In addition, the list should include the identity of any vendors, contractors, and subcontractors for the Principal Equipment, including outsourced functions that would otherwise be performed by personnel of OPT to install, operate, manage, or maintain the Principal Equipment. OPT shall promptly notify DHS and DOJ of changes to the

information on the Principal Equipment list and related vendors, contractors, and subcontractors;

- (b) within ten (10) business days of the Effective Date and upon request thereafter, OPT shall provide to DHS and DOJ Network Management Information and any security product lists for the operations support system or network management systems of the Honotua Cable System. If requested by the DHS or DOJ, OPT shall provide to the Parties information regarding points of interconnection and network architecture of the Domestic Communications Infrastructure for the Honotua Cable System, This includes system architecture descriptions of the Network Management Systems and Network Operation Center(s) for managing the DCI. Prior to any changes, OPT. thereafter shall promptly report to DHS and DOJ any material changes, upgrades, and/or modifications thereto.

2.5 Security Policies and Procedures. Upon request, OPT shall provide DHS and DOJ with copies of all security policies and procedures governing Honotua Cable-related activities at the U.S. Termination Point. OPT shall reasonably address any concerns DHS or DOJ may raise with respect to such security policies and procedures.

2.6 Point(s) of Contact. Within ten (10) business days after the Effective Date, OPT shall designate point(s) of contact within the United States with the authority and responsibility for accepting and overseeing the carrying out of various types of Lawful U.S. Process in connection with the Domestic Communications Infrastructure. OPT may designate employees of a third-party contractor for this purpose, consistent with the requirements of Section 2.2 of this Agreement. The designated point(s) of contact shall be responsible for receiving and addressing any national security, law enforcement or public safety concerns raised by DHS or DOJ regarding the Honotua Cable System, and shall have the authority to negotiate measures to mitigate any such concerns. The point(s) of contact shall be in the United States, shall be available twenty-four (24) hours per day, seven (7) days per week and shall be responsible for accepting service on behalf of OPT of specified Lawful U.S. Process in connection with the Domestic Communications Infrastructure. Promptly after designating such point(s) of contact, OPT shall notify DHS and DOJ in writing and identify the type of Lawful U.S. Process each is designated and cleared to receive. OPT shall notify DHS and DOJ of any change in its designated point(s) of contact within ten (10) business days or fewer.

2.7 Annual Report. On or before the anniversary of the effective date of each year, OPT shall submit to DHS and DOJ a report assessing OPT's compliance with the terms of the Agreement for the proceeding calendar year. The report shall include:

- (a) a copy of the then current policies and procedures adopted to comply with this Agreement;
- (b) a summary of the changes, if any, to the policies and procedures adopted to comply with this Agreement, and the reasons for any such changes;

- (c) a summary of any known acts of noncompliance with the terms of this Agreement, not otherwise reported under Article 6, 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;
- (d) a summary of any other events occurring during the reporting period that, to the knowledge of OPT, will or reasonably could impact the effectiveness of, or OPT's compliance with, this Agreement; and
- (e) a description of any changes to the Honotua Cable System network topology, to include a detailed description and map of the Honotua Cable System.

2.8 Right to Third Party Audits. DHS or DOJ may require OPT to obtain a third party audit of its compliance with the terms of this Agreement and to provide the resultant audit report.

- (a) If this right to third party audits is availed by DHS or DOJ, OPT will, within fifteen (15) days of receiving such a request by DHS or DOJ, propose the third party auditor, as well as the terms and scope for the audit.
- (b) Once OPT has submitted the proposed auditor, terms and scope of the audit, the Parties will consult, and DHS or DOJ will have fifteen (15) days to respond to the proposed terms and scope of the audit.
- (c) OPT shall reasonably address any concerns raised by DHS or DOJ and shall commence the audit within ninety (90) days of reaching agreement on the scope and terms of the audit.
- (d) The audit required by this Section shall be solely at OPT's expense and neither DHS nor DOJ shall be required to make any showing of cause to invoke this right to third party audit. However, if DHS or DOJ invokes its right to a third party audit, OPT shall not be requested to conduct another third party audit until twelve (12) months has passed from the conclusion of the previous audit.

ARTICLE 3: FACILITIES, INFORMATION STORAGE, AND ACCESS

3.1 Domestic Communications Infrastructure. OPT shall provide technical assistance in accordance with applicable law to facilitate Electronic Surveillance of Domestic Communications.

3.2 Compliance with Lawful U.S. Process. OPT shall take all steps required by applicable law to configure the Domestic Communications Infrastructure to be capable of complying, and any OPT employees in the United States shall have unconstrained authority to comply, with:

- (a) Lawful U.S. Process;

- (b) the orders of the President of the United States in the exercise of his/her authority under, inter alia, the Cable Landing License Act of 1921, as amended (47 U.S.C. § 34-39), Executive Order 10530 §5(a), reprinted as amended in 3 U.S.C. 301, Section 706 of the Communications Act of 1934, as amended, (47 U.S.C. § 606), Section 302(e) of the Aviation Act of 1958 (49 U.S.C. § 40107(b)), or 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.).

3.3 Information Storage and Access. Unless otherwise agreed to by the Parties, to the extent such information is stored by or on behalf of OPT for any reason OPT shall store the following information exclusively in the United States: customer billing records, customer information, Network Management Information and access logs to facilities and network access logs to systems and applications, and any other related information used, processed or maintained in the ordinary course of business relating to Domestic Communications. OPT shall store for at least 18 months all customer billing records relating to the Honotua Cable System. Nothing in this paragraph shall require OPT to store such records for longer than 18 months.

3.4 Storage Pursuant to 18 U.S.C. § 2703(f). Upon a request consistent with 18 U.S.C. § 2703(f) by a Government Authority within the United States to preserve any information in the United States in the possession, custody, or control of OPT, including any information that is listed in Section 3.3 above, OPT shall store such preserved records or other evidence in the United States.

3.5 Compliance with Applicable Law. Nothing in this Agreement shall excuse any Party from any obligation it may have to comply with applicable legal requirements for the retention, preservation, or production of information, records, or data as well as for Electronic Surveillance.

3.6 Storage of Protected Information. OPT shall store all Classified Information, Controlled Unclassified, and Sensitive Information exclusively in the United States and in accordance with applicable law and this Agreement.

ARTICLE 4: SECURITY

4.1 Measures to Prevent Improper Use or Access. OPT shall take all reasonable measures to prevent the use of, or Access to, the Domestic Communications Infrastructure: (a) to conduct Electronic Surveillance; or (b) to Access, obtain or disclose Domestic Communications or Classified or Sensitive Information in violation of any U.S. federal, state, or local laws or the terms of this Agreement. These measures shall include maintaining or creating, and complying with, written OPT policies and procedures related to a comprehensive security strategy for Honotua Cable System related activities, including all Honotua Cable System activities undertaken by Wavecom Solutions. Upon request of DHS or DOJ, OPT shall make available to

the requesting Party or Parties current versions of such policies and procedures, and agree to reasonably address any concerns they may raise.

4.2 Access by Foreign Government Authorities. OPT shall not, directly or indirectly, disclose or permit disclosure of, or provide Access to, Domestic Communications stored by or on behalf of OPT to any person if the known purpose of such Access is to respond to the legal process or the request of or on behalf of a Foreign Government, identified representative, or component or subdivision thereof, without first satisfying all applicable U.S. federal, state and local legal requirements, and without, to the maximum extent possible, having first provided notice to DHS and DOJ as soon as possible and in no event later than ten (10) business days after such request for Access is received by OPT. OPT shall take reasonable measures to ensure that it will promptly learn of all such requests for Access.

4.3 Disclosure of Foreign Government Authorities. OPT shall not, directly or indirectly, knowingly disclose or permit disclosure of, or provide Access to:

- (a) Classified, Controlled Unclassified, or Sensitive Information;
- (b) a copy of any Wire or Electronic Communications intercepted or acquired pursuant to Lawful U.S. Process; or
- (c) the existence of Lawful U.S. Process that is not already a matter of public record; to any Foreign Government, identified representative, component or subdivision thereof, without satisfying all applicable U.S. federal, state, and local legal requirements and without obtaining either the express written consent of DHS and DOJ or the authorization of a court of component jurisdiction in the United States. Any requests or any legal process submitted by a Foreign Government, an identified representative, a component or subdivision thereof to OPT for the communications, data or information identified in this Section that is maintained by OPT shall be referred to DHS and DOJ as soon as possible and in no event later than ten (10) business days after such request or legal process is received by or known to OPT, 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. OPT shall take reasonable measures to ensure that it will promptly learn of all such requests or submission of legal process.

4.4 Notification of Access or Disclosure Requests from Foreign Non-Governmental Entities. Within ten (10) business days after receiving legal process or requests from Foreign non-governmental entities for Access to or disclosure of Domestic Communications stored by or on behalf of OPT in the United States, OPT shall notify DHS and DOJ in writing of such legal process or requests, unless such disclosure would violate applicable law.

4.5 Security of Lawful U.S. Process. OPT shall protect the confidentiality and security of all Lawful U.S. Process served upon it and the designated confidentiality and security of Classified and Sensitive Information in accordance with applicable U.S. federal and state law or regulation and this Agreement.

4.6 Information Security Plan. OPT shall:

- (a) take appropriate measures to prevent unauthorized Access to or disclosure of Classified, Controlled Unclassified, or Sensitive Information and to address proper handling and storage of such information;
- (b) assign only Screened Personnel (as defined in Section 4.10) to positions that regularly deal with or are responsible for maintaining the confidentiality of Controlled Unclassified and Sensitive Information;
- (c) upon request from DHS or DOJ, provide the name, date of birth, and other relevant requested identifier information of each person who regularly handles or deals with Controlled Unclassified and/or Sensitive Information;
- (d) require that personnel handling Classified Information shall have been granted appropriate security clearances pursuant to Executive Order 12968;
- (e) provide that the points of contact described in Section 2.6 of this Agreement shall have sufficient authority over any person who may handle Classified, Controlled Unclassified, or Sensitive Information to maintain the confidentiality and security of such information in accordance with applicable U.S. legal authority and the terms of this Agreement;
- (f) maintain appropriately secure facilities (e.g. offices) for the handling and storage of any Classified, Controlled Unclassified, or Sensitive Information; and
- (g) make the policies and procedures regarding its Information Security Plan available to DHS or DOJ upon request.

4.7 Nondisclosure of Protected Data. OPT shall not directly or indirectly disclose information concerning Lawful U.S. Process, Classified Information, Controlled Unclassified, or Sensitive Information to any third party, to any officer, director, shareholder, employee, agent, or contractor of OPT, including those who serve in a supervisory, managerial or executive role with respect to the employees working with the information, unless disclosure has been approved by prior written consent obtained from DHS and DOJ, or there is a need for disclosure of the information to fulfill an obligation consistent with the purpose for which the information is collected or maintained.

4.8 Notice of Obligations. Within forty five (45) days of the Effective Date, OPT shall instruct appropriate officials, employees, contractors, and agents as to OPT's obligations under this Agreement, including the individuals' duty to report any violation of this Agreement and the reporting requirements in Article 6 of this Agreement, and shall issue periodic reminders to them of such obligations.

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

4.10 **Screening of Personnel.** OPT shall implement a screening process to ensure compliance with all personnel screening process requirements agreed to by OPT and DHS and DOJ pursuant to the Agreement. OPT's screening process shall include any existing or newly hired OPT personnel or any personnel performing under an agreement with OPT in at least the following circumstances:

- (a) any person whose position involves Access to the Domestic Communications Infrastructure that enables those persons to monitor the content of Domestic Communications;
- (b) all persons who have Access to Classified, Controlled Unclassified, and Sensitive Information; and
- (c) all Security Personnel.

Upon satisfactory completion of the screening process requirements set forth in this Agreement, such persons shall be considered "**Screened Personnel.**" In addition OPT will cooperate with any reasonable notice by a U.S. Government Authority to provide additional information necessary for an enhanced background investigation to be conducted by such U.S. Government Authority with respect to Screened Personnel.

4.11 **Screening Process Requirements.** The screening process undertaken pursuant to this Section shall specifically include a background and financial investigation, in addition to a public criminal records check. In addition:

- (a) OPT shall consult with DHS and DOJ regarding the screening procedures to be used. OPT shall reasonably address any concerns DHS or DOJ may raise with respect to such screening procedures. OPT shall use the criteria identified in Section 4.10 of this Agreement to identify the personnel to be screened;
- (b) OPT shall cooperate with reasonable requests by DHS or DOJ, or any U.S. Government Authority desiring to conduct any further background checks;
- (c) Individuals who are rejected pursuant to such further background checks by a U.S. Government Authority shall not be permitted to perform functions that would require screening under this Section. OPT shall notify DHS and DOJ of the job modification of any individual rejected because of the screening conducted pursuant to this Agreement within ten (10) business days of such modification, and shall provide DHS and DOJ upon request with the name, date of birth and any other requested identifier information of such individual;

- (d) OPT shall provide training programs to instruct Screened Personnel as to their obligations under the Agreement. OPT shall monitor, on a regular basis the status of Screened Personnel, and shall remove personnel who no longer meet the Screened Personnel requirements;
- (e) OPT shall maintain records relating to the status of Screened Personnel, and shall provide these records, upon request, to any or all of DHS and DOJ; and
- (f) any records or other information relating to individual persons provided to or obtained by DHS or DOJ in connection with this Agreement, including implementation and results of screening requirements, shall be maintained in a secure and confidential manner strictly in accordance with applicable law.

ARTICLE 5: DISPUTES

5.1 Informal Resolution. The Parties shall use their best reasonable 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. The Parties shall meet by person or by phone within five (5) days of identification of a dispute, or at such other time as they shall mutually agree. Any disagreement that has not been resolved at the staff level within ten (10) days of such a meeting may be submitted by any Party to the Assistant Secretary for Policy of DHS, the Assistant Attorney General for National Security of DOJ, and the designated counsel for OPT, unless DHS or DOJ believes that important national interests can be protected, or OPT believes that paramount commercial interests can be resolved, only by resorting to measures set forth in Section 5.2. The Parties shall meet in person or by phone within ten (10) days, or at such later date as they mutually agree, after notification of the dispute and inability to resolve it at the staff level. If, after meeting with higher authorized officials, any of the Parties determines that further negotiation would be fruitless, then that Party may resort to the remedies set forth in Section 5.2. If resolution of a disagreement requires access to Classified Information, the Parties shall designate a person or persons possessing the appropriate security clearances for the purposes of resolving that disagreement. A Party resorting to measures set forth in Section 5.2 shall give prior written notice of its intent to do so to each other Party.

5.2 Enforcement of Agreement. Subject to Section 5.1 of this Agreement, if a U.S. Government Authority believes that OPT has breached or is about to breach this Agreement, the U.S. Government Authority may bring action against OPT to seek appropriate judicial relief. Nothing in this Agreement shall limit or affect the right of a U.S. Government Authority to:

- (a) request that the Party or Parties believed to have breached, or about to breach, this Agreement cure such breach within thirty (30) days, or whatever shorter time period is appropriate under the circumstances, upon receiving written notice of such breach;

- (b) request that the FCC modify, condition, revoke, cancel, or render null and void any license, permit, or other authorization granted or given by the FCC to OPT in connection with the Application, request that the FCC take other action, or request that the FCC impose any other appropriate sanction, including but not limited to a forfeiture or other monetary penalty, against OPT;
- (c) seek civil sanctions for any violation by OPT of any U.S. law or regulation or term of this Agreement;
- (d) pursue criminal sanctions against OPT, or any officer, director, employee, contractor or agent of OPT, or against any other person or entity, for violations of the criminal laws of the United States; or
- (e) seek suspension or debarment of OPT from eligibility for contracting with the U.S. Government, in accordance with applicable law and regulation.

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

5.4 **Waiver.** The availability of any civil remedy under this Agreement shall not prejudice the exercise of any other civil remedy under this Agreement or under any provision of law, nor shall any action taken by a Party in the exercise of any remedy be considered a waiver by that Party of any other rights or remedies. The failure of any Party to insist on strict performance of any of the provisions of this Agreement, or to exercise any right they shall grant, shall not be construed as a relinquishment or future waiver; rather, the provision or right shall continue in full force. No waiver by any Party of any provision or right shall be valid unless it is in writing and signed by the Party.

5.5 **Waiver of Immunity.** OPT agrees that, to the extent that it or any of its property (including FCC licenses and authorizations and intangible property) is or becomes entitled at any time to any immunity on the ground of sovereignty or otherwise based upon a status as an agency or instrumentality of a “**Foreign State**” (as defined in 18 U.S.C. § 1603) from any legal action, suit or proceeding or from setoff or counterclaim relating to this Agreement, from the jurisdiction of any competent court or the FCC, from service of process, from attachment prior to judgment or arbitral award, or from any other legal process in any jurisdiction, it, for itself and its property expressly, irrevocably and unconditionally waives, and agrees not to plead or claim, any such immunity with respect to matters arising with respect to this Agreement or the obligations herein (including any obligation for the payment of money) in any proceeding brought by a U.S. federal, state, or local Government Authority. OPT agrees that the waiver in this provision is irrevocable and is not subject to withdrawal in any jurisdiction or under any statute, including the Foreign Sovereign Immunities Act, 28 U.S.C. § 1602 et seq. The foregoing waiver shall constitute a present waiver of immunity on the ground of sovereignty or otherwise based upon a status as an agency or instrumentality of a Foreign State at any time any action is

initiated by a U.S. federal, state, or local Government Authority against OPT with respect to compliance with this Agreement.

5.6 **Forum Selection.** It is agreed by and between the Parties that a civil action among the Parties for judicial relief with respect to any dispute or matter whatsoever arising under, in connection with, or incident to, this Agreement shall be brought, if at all, in the United States District Court for the District of Columbia.

ARTICLE 6: REPORTING AND NOTICE

6.1 **Filings Concerning *de facto* or *de jure* Control of OPT.** If OPT makes any filing with the FCC or any other Government Authority relating to the *de facto* or *de jure* control of OPT or the Honotua Cable System except for filings with the FCC for assignments or transfers of control that are *pro forma*, OPT shall promptly provide to DHS and DOJ written notice and copies of such filing.

6.2 **Change in Control.** If any member of the Management of OPT learns of any information that reasonably indicates that a 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 (direct or indirect) in OPT or the Honotua Cable System above ten (10) percent, as determined in accordance with 47 C.F.R. § 63.09, or if any foreign entity or individual, singly or in combination with other foreign entities or individuals, has or likely will otherwise gain either (i) Control; or (ii) *de facto* or *de jure* control of OPT, then such person shall cause OPT, to the maximum extent possible, to notify DHS and DOJ in writing within ten (10) business days. Notice under this Section shall, at a minimum:

- (a) identify the entity or individual(s) acquiring Control (specifying the name, addresses, and telephone number of the entity);
- (b) identify the beneficial owners of the increased or prospective increased interest in OPT 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 OPT and, if applicable, the basis for their prospective Control of OPT.

6.3 **Notice of Foreign Influence.** If any member of the Management of OPT discovers any information that reasonably indicates that any Foreign Government, any Foreign Government-controlled entity, or any foreign entity plans to participate or has participated in any aspect of the day-to-day management of OPT or the Honotua Cable System in such a way that:

- (a) materially interferes with or impedes the performance by OPT of its duties and obligations under the terms of this Agreement;

- (b) materially interferes with or impedes the exercise by OPT of its rights under this Agreement; or
- (c) raises a material concern with respect to the successful fulfillment by OPT of its obligations under this Agreement;

then such person shall within ten (10) business days cause OPT, to the maximum extent possible, to notify DHS and DOJ in writing of the timing and nature of the Foreign Government's or entity's plans or actions.

6.4 Procedure and Process on Reporting. Within forty-five (45) days of the Effective Date, OPT shall adopt and distribute to the Management of OPT, a written procedure or process for the reporting by the Management of OPT of any noncompliance with this Agreement. This written procedure or process shall also provide for the reporting by employees, agents and contractors to the Management of OPT of information that must be reported to DHS or DOJ under this Agreement and shall set forth in a clear and prominent manner the contact information for a senior manager to whom such information may be reported. The written statement informing employees, contractors, and agents of the need to report this information shall also state that OPT shall not discriminate against, or otherwise take adverse action against, anyone who reports such information to the Management of OPT or the United States Government.

6.5 Non-Retaliation. OPT shall develop a corporate policy that strictly prohibits OPT from discriminating or taking any adverse action against any officer, director, employee, contractor, or agent because he or she has in good faith initiated or attempted to initiate a notice or report under this Agreement, or has notified or attempted to notify the Management of OPT to report information that he or she believes is required to be reported to DHS and DOJ under this Agreement or under OPT's written notice to employees on the reporting of any such information. Any violation by OPT of any material term of such corporate policy shall constitute a breach of this Agreement. OPT shall make such process or procedure documents available to DHS or DOJ upon request.

6.6 Reporting of Incidents. OPT shall report to DHS and DOJ if it learns of any information that reasonably indicates:

- (a) a material breach of this Agreement;
- (b) Access or disclosure of Domestic Communications, or the conduct of Electronic Surveillance on Domestic OPT Infrastructure, in violation of federal, state, or local law or regulation; or
- (c) Improper Access to or disclosure of Classified or Sensitive Information.

This report shall be promptly made in writing by an appropriate officer of OPT to DHS and DOJ no later than ten (10) business days after OPT learns of any information that reasonably indicates a matter described in this Section. OPT shall lawfully cooperate in investigating the matters

described in this Section. OPT need not report information where disclosure of such information would be in violation of applicable law.

6.7 Availability of Information and Facilities. DHS and DOJ may visit, at any time upon reasonable request, any part of OPT's Domestic Communications Infrastructure or relevant security offices to conduct on-site reviews concerning the implementation of the terms of this Agreement and may at any time require copies or review of information concerning technical, physical, management, or other security measures reasonably required by DHS or DOJ to verify compliance with the terms of this Agreement.

6.8 Personnel Interviews. Upon reasonable notice from DHS or DOJ, OPT shall make available for interview any and all knowledgeable personnel who are in a position to provide information to verify compliance with the terms of this Agreement.

6.9 Notices. Following the Effective Date, all notices and other communications relating to this Agreement, such as a proposed modification, shall be in writing and shall be deemed given as of the date of receipt and shall be sent by electronic mail (as specified below or in a subsequent notice) and one of the following methods: (a) delivered personally; (b) sent by facsimile; (c) sent by documented overnight courier service; or (d) sent by registered or certified mail, postage prepaid, addressed to the Parties' designated representatives at the addresses shown below, or to such other representatives at such addresses as the Parties may designate with this Section:

Department of Homeland Security
Assistant Secretary for Policy
3801 Nebraska Ave NW
Washington D.C. 20528
Email: IP-FCC@dhs.gov

Department of Justice
Assistant Attorney General for National Security
950 Pennsylvania Avenue, NW
Washington, D.C. 20530
Fax: (202) 305-4211
Email: TTelecom@usdoj.gov

Manfred Chave
General Manager
8 rue de la reine Pomare
98713 Papeete, Tahiti
French Polynesia
Fax: +689 43 67 67
Email: Manfred_Chave@opt.pf

Notices shall be deemed received as of the date of personal delivery; the date of confirmed delivery printed on a facsimile confirmation; or the day following transmission by overnight

courier or registered, certified mail. A Party may change its addresses for notice under this Section by providing notice of such change to each other Party in accordance with this Section.

ARTICLE 7: FREEDOM OF INFORMATION ACT

7.1 **Protection from Disclosure.** DHS and DOJ shall take all reasonable measures to protect from public disclosure all information submitted by OPT (or other entities in accordance with the terms of this Agreement) to DHS and DOJ in connection with this Agreement and clearly marked with the legend “Business Confidential; subject to protection under 5 U.S.C. § 552(b); not to be released without notice to the filing party” or similar designation. Such markings shall signify that it is OPT’s position that the information so marked constitutes “trade secrets” or “commercial or financial information obtained from a person and privileged or confidential,” or otherwise warrants protection within the meaning of 5 U.S.C. § 552(b) (4). For the purposes of 5 U.S.C. § 552(b) (4), the Parties agree that information so marked is voluntarily submitted and is exempt from disclosure under the Freedom of Information Act (5 U.S.C. § 552) under Exemption (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, DHS or DOJ, as appropriate, shall notify OPT of the intended disclosure as provided by Executive Order 12600, 52 Fed.Reg. 23781 (June 25, 1987). If OPT objects to the notifying Party with respect to the intended disclosure and OPT’s objections are not satisfactorily resolved, DHS or DOJ as appropriate, shall notify OPT of its intention to release (as provided by Section 5 of E.O. 12600) not later than ten (10) business days prior to disclosure of the challenged information.

7.2 **Use of Information for U.S. Government Purposes.** Nothing in this Agreement shall prevent DHS or DOJ from lawfully disseminating information as appropriate to seek enforcement of this Agreement, or from lawfully sharing information as appropriate with other federal, state, or local Government Authorities to protect public safety, law enforcement, or national security interests, provided that DHS and DOJ take all reasonable measures to protect from public disclosure the information marked as described in Section 7.1. Further, nothing in this Agreement shall limit the ability of DHS or DOJ to disclose this Agreement or any information related to this Agreement to enforce or comply with any federal law or regulation.

ARTICLE 8: FCC CONDITION

8.1 **FCC Approval.** Upon the execution of this Agreement by all the Parties, DHS and DOJ shall, on their own motion, at an appropriate time or at the request of OPT, notify the FCC that, provided the FCC adopts a condition substantially the same as set forth in Exhibit A attached hereto (the “Condition of FCC Authorization”), DHS and DOJ have no objection to the FCC’s grant of the pending Application described in the Recitals of this Agreement. This Section is effective upon the Effective Date, provided however that in the case of a material modification or withdrawal of the Application after the execution of this Agreement the effectiveness of this Section may be suspended by DHS or DOJ, and any such FCC filing is subject to the right to object reserved in Section 8.2.

8.2 **Right to Object to Future FCC Filings.** OPT agrees that in any application or petition by OPT to the FCC for licensing or other authority filed with or granted by the FCC in connection with the Honotua Cable System after the execution of this Agreement, except with respect to *pro forma* assignments or *pro forma* transfers of control, OPT shall request that the FCC condition the grant of such licensing or other authority on compliance with the terms of this Agreement. Notwithstanding Section 9.9, DHS and DOJ reserve the right to object, formally or informally, to the grant of any other FCC application or petition of OPT for a license or other authorization under Titles II and III of the Communications Act of 1934, as amended, and to seek additional or different terms that would, consistent with the public interest, address any threat to the ability of the United States to enforce the laws, preserve the national security and protect the public safety raised by the services and transactions underlying any such application or petition.

ARTICLE 9: OTHER

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

9.2 **Headings.** The Article and Section headings and numbering in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of the terms of this Agreement.

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

9.4 **Statutory References.** All references in this Agreement to statutory provisions shall include any future amendments to such statutory provisions.

9.5 **Non-Parties.** Nothing in this Agreement is intended to confer or does confer any rights on any person other than the Parties.

9.6 **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties with respect to the subject matter. This Agreement may only be modified by written agreement signed by all of the Parties. DHS and DOJ agree to consider promptly and in good faith possible modifications to this Agreement if OPT 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 to protect U.S. national security, law enforcement, and public safety concerns. Any substantial modification to this Agreement shall be reported to the FCC within thirty (30) days after approval in writing by the Parties.

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

9.8 Changes in Circumstances for OPT. DHS and DOJ agree to negotiate in good faith and promptly with respect to any request by OPT for relief from application of specific provisions in this Agreement if there is a change in circumstances such that those provisions become unduly burdensome or have a demonstrably adverse effect on OPT's competitive position.

9.9 Changes in Circumstances for DHS or DOJ. If after the date that all the Parties have executed this Agreement, DHS or DOJ finds that the terms of this Agreement are inadequate to address national security, law enforcement, or public safety concerns, then OPT shall negotiate in good faith to modify this Agreement to address those concerns.

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

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

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

9.13 Notice of Additional Services. OPT shall provide a minimum of thirty (30) days advanced notice to DHS and DOJ in the event OPT or any Affiliate changes or intends to change the technical or operation plans set forth in the Recitals of this Agreement such that the material representations made therein are no longer fully accurate, true and complete.

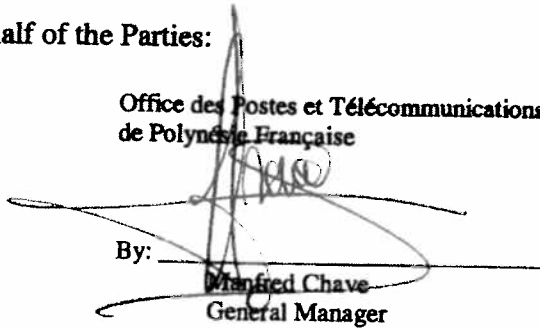
[Signature Page Follows]

This Agreement is executed on behalf of the Parties:

Office des Postes et Télécommunications
de Polynésie Française

Date: 19 November 2010

By: _____


Manfred Chave
General Manager

United States Department of Homeland Security

Date: _____

By: _____

Printed Name:
Title:

United States Department of Justice

Date: _____

By: _____

Printed Name:
Title:

This Agreement is executed on behalf of the Parties:

Office des Postes et Télécommunications
de Polynésie Française

Date: 19 November 2010

By: _____

Manfred Chave
General Manager

United States Department of Homeland Security

Date: December 3, 2010

By: _____

Printed Name:
Title:

David Heyman
Assistant Secretary for Policy

United States Department of Justice

Date: _____

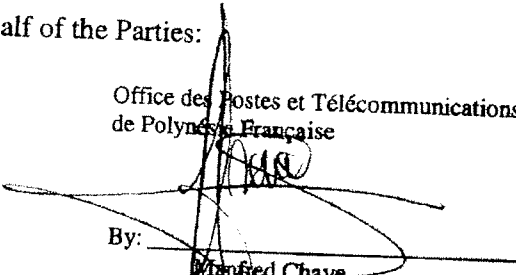
By: _____

Printed Name:
Title:

This Agreement is executed on behalf of the Parties:

Office des Postes et Télécommunications
de Polynésie Française

Date: 29 November 2010

By: 
Manfred Chave
General Manager

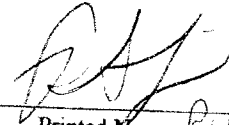
United States Department of Homeland Security

Date: _____

By: _____
Printed Name:
Title:

United States Department of Justice

Date: December 3, 2010

By: 
Printed Name: Richard C. Siskind
Title: Director
Foreign Investment Review Staff