



November 7, 2016

Mr. Alan Bersin
Assistant Secretary for International Affairs & Chief Diplomatic Officer
U.S. Department of Homeland Security
Office of Policy
Washington, D.C. 20528

Re: Seabras-1 Submarine Cable System

Dear Mr. Bersin:

This Letter of Assurances (“LOA”) outlines the commitments made by Seabras 1 USA, LLC (“Seabras 1 USA”) to the U.S. Department of Homeland Security (“DHS”), in order to address national security, law enforcement, and public safety concerns raised with regard to Seabras 1 USA’s application to the Federal Communications Commission (“FCC”) requesting authority to land and operate a fiber optic submarine cable system linking the United States and Brazil (“Seabras-1 Cable System”).¹ The Seabras-1 Cable System is intended be a private, non-common carrier fiber optic cable operated on a carrier-neutral basis and directly linking the United States (Avon-by-the-Sea, New Jersey) and Praia Grande, Brazil.

Seabras 1 USA has agreed to provide this LOA to DHS to address issues raised by DHS, and to jointly petition the FCC to condition the requested authorization on compliance with this LOA. Upon grant of the license, Seabras 1 USA undertakes to comply with the following commitments:

1. Security Point of Contact

Within 60 business days of the execution of this LOA, Seabras 1 USA shall nominate a resident U.S. citizen as Security Point of Contact (“POC”) for purposes of this LOA, as well as at least one alternate POC in the event the primary POC cannot be reached. The nominated POCs shall be subject to DHS review and non-objection, and may be subject to a background check. The POC, or alternate, shall be available 24 hours per day, 7 days per week, regarding any national security, law enforcement or public safety concerns that may be raised by DHS with respect to the Seabras-1 Cable System. The POCs shall be responsible for receiving and promptly effectuating any inquiries or requests for information, and otherwise ensuring compliance with obligations set forth in this LOA. Seabras 1 USA will notify DHS of any proposed change to a POC at least 10

¹ FCC File No. SCL-LIC-20160115-00002 (Application for a License to Land and Operate a Private Fiber-Optic Submarine Cable System Connecting Brazil and New Jersey).

business days in advance of such change. Any subsequently proposed POC shall be subject to DHS review and non-objection and may be subject to a background check.

2. Principal Equipment List

Within 60 business days of this LOA, Seabras 1 USA shall provide an updated Principal Equipment list. For purposes of this LOA, “Principal Equipment” means the primary electronic components of the Seabras-1 Cable System, which includes the Domestic Communications Infrastructure and Wet Infrastructure. Principal Equipment includes network element servers, routers, switches, repeaters, submarine line terminal equipment (“SLTE”), system supervisory equipment (“SSE”), signal modulators and amplifiers, power feed equipment (“PFE”), tilt and shape equalizer units (“TEQ/SEQ”), optical distribution frames (“ODF”), branching units (“BU”), and synchronous optical network (SONET), synchronous digital hierarchy (“SDH”), wave division multiplexing (“WDM”), dense wave division multiplexing (“DWDM”), coarse wave division multiplexing (“CWDM”) or optical carrier network (“OCx”) equipment, as applicable, and any non-embedded software necessary for the proper monitoring, administration and provisioning of the Seabras-1 Cable System (with the exception of software used for common business functions; *e.g.*, MS Office). This list should include available information identifying each item’s manufacturer and the model and/or version number of any hardware; any vendors, contractors, or subcontractors involved in installing, operating, managing, or maintaining the Principal Equipment; and a description of each Principal Equipment item and the functions supported.

For purposes of this LOA, “Domestic Communications Infrastructure” or “DCI” means any portion of the Seabras-1 Cable System that is physically located in the United States up to the submarine line terminating equipment, including (if any) transmission, switching, bridging, and routing equipment, and any associated software (with the exception of software used for common business functions; *e.g.*, MS Office) used by or on behalf of Seabras 1 USA for the Seabras-1 Cable System to provide, process, direct, control, supervise, or manage Domestic Communications, and Network Operations Center (NOC) facilities that may be used to control the Seabras-1 Cable System.

For purposes of this LOA, “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.

For purposes of this LOA, “Wet Infrastructure” means hardware components installed and residing on the undersea portion of the Seabras-1 Cable System, including fiber optic cables, repeaters, branching units and routers (if any). Wet Infrastructure includes all the components used in order to define the topology of the undersea portion of the Seabras-1 Cable System.

3. Annual Report

On or before each anniversary of the effective date of this LOA, Seabras 1 USA shall submit to DHS a report including the following information:

(a) An updated list of Principal Equipment, including identification of any material changes or upgrades to the system components or applications since the list was most recently provided to DHS;

(b) The names and contact information of the Security Point of Contact and an alternate POCs for purposes of this LOA;

(c) A copy of the then-current policies, plans and procedures adopted to comply with this Agreement, and a summary of the changes and reasons therefore; and

(d) A detailed network map reporting any changes to the Seabras-1 Cable System's physical and logical topology during the reporting period, including the addition of new NOCs or cable landing stations.

4. USG Consultation and Visitation

Seabras 1 USA agrees to meet and confer with DHS and consider any concerns DHS may raise about materials submitted pursuant to this LOA.

Seabras 1 USA agrees to negotiate in good faith to resolve any national security, law enforcement or public safety concerns DHS may raise with respect to any matters set forth in this LOA.

Seabras 1 USA agrees that upon reasonable advance notice, DHS may visit any part of the DCI to conduct on-site reviews concerning the implementation of the terms of this LOA. During such visits, Seabras 1 USA will cooperate with the requests of USG Parties to make information, facilities and personnel available.

This LOA shall inure to the benefit of, and shall be binding upon, Seabras 1 USA and its respective successors, assigns, subsidiaries, and affiliates. Seabras 1 USA agrees that in the event the commitments set forth in this letter are breached, in addition to any other remedy available at law or equity, DHS may request that the FCC modify, condition, revoke, cancel, terminate, or render null and void any relevant license, permit, or other authorization granted by the FCC to Seabras 1 USA or any successors-in-interest.

Seabras 1 USA understands that, promptly upon execution of this letter by an authorized representative or attorney for Seabras 1 USA, DHS shall notify the FCC that it has no objection to the FCC's grant of the pending application.

Mr. Alan Bersin
U.S. Department of Homeland Security
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For and on behalf of Seabras 1 USA, LLC

A handwritten signature in black ink, appearing to read 'Andy Bax', is positioned above a horizontal line.

Andy Bax
Chief Operating Officer
Seabras 1 USA, LLC
600 Cummings Center, Suite 268Z
Beverly, Massachusetts 01915