



DOCOMO PACIFIC

219 S. Marine Corps Drive Ste. 206
Tamuning, Guam 96913
www.docomopacific.com

February 15, 2017

Dimple Shah
Acting Assistant Secretary for Policy
U.S. Department of Homeland Security
Office of Policy
Washington, D.C. 20528

Dear Ms. Shah:

This Letter of Assurances (“LOA”) outlines the commitments made by DOCOMO Pacific, Inc. (“DOCOMO”) 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 DOCOMO’s application to the Federal Communications Commission (“FCC”) requesting authority to land and operate a fiber optic submarine cable system linking Guam with Saipan, Rota, and Tinian in the Commonwealth of the Northern Mariana Islands (“Atisa Cable System”).¹ The Atisa Cable System is intended be a private, non-common carrier fiber optic cable.

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

1. Security Points of Contact

Within sixty (60) business days of the execution of this LOA, DOCOMO shall nominate a Security Point of Contact (“POC”) for purposes of this LOA, as well as at least one alternate POC in the event that the primary POC cannot be reached. The nominated POCs shall be U.S. citizens and shall reside in the United States. The nominated POCs shall be subject to DHS review and non-objection, and they may be subject to a background check at the sole discretion of DHS. The POC, or an alternate, shall be available twenty-four (24) hours per day, seven (7) days per week regarding any national security, law enforcement, or public safety concerns that may be raised by DHS with respect to the Atisa Cable System. The POCs shall be responsible for receiving and promptly effectuating any lawful inquiries or requests for information and for otherwise ensuring compliance with obligations set forth in this LOA. DOCOMO shall notify DHS of any proposed change to a POC at least ten (10) business days in advance of such

¹ FCC File No. SCL-LIC-20160314-00008, Application for a License to Land and Operate a Private Fiber-Optic Submarine Cable System Connecting Guam with Saipan, Rota, and Tinian in the Commonwealth of the Northern Mariana Islands.

change. Any subsequently proposed POC shall be subject to DHS review and non-objection and may be subject to a background check at the sole discretion of DHS.

2. Initial Principal Equipment List

Within sixty (60) business days of the execution of this LOA, DOCOMO shall provide to DHS an updated Principal Equipment list. For purposes of this LOA, “Principal Equipment” means the primary electronic components of the Atisa Cable System, which includes the Domestic Communications Infrastructure and Wet Infrastructure. Principal Equipment includes: the cable itself; 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 division units (“BU”); synchronous optical network (“SONET”), synchronous digital hierarchy (“SDH”), wave division multiplexing (“WDM”), dense wave division multiplexing (“DWDM), coarse wave division multiplexing (“CWDM”), or optical carrier network (“OCx”) equipment, as applicable; and any non-embedded software for the proper monitoring, administration, and provisioning of the Atisa Cable System (with the exception of commercial-off-the-shelf (“COTS”) 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 or software; any vendors, contractors, or subcontractors involved in providing, 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” (“DCI”) means: (a) any portion of the Atisa Cable System that physically is located in the United States, up to the SLTE, including (if any) transmission, switching, bridging, and routing equipment, and any associated software (with the exception of COTS software used for common business functions, *e.g.*, MS Office) used by or on behalf of DOCOMO for the Atisa Cable System to provide, process, direct, control, supervise, or manage Domestic Communications, and (b) Network Operations Center (NOC) facilities that may be used to control the Atisa 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. “Electronic Communication” has the meaning given it in 18 U.S.C. § 2510(12). “Wire Communication” has the meaning given it in 18 U.S.C. § 2510(1).

For purposes of this LOA, “Wet Infrastructure” means hardware components installed and residing on the undersea portion of the Atisa Cable System, and includes 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 Atisa Cable System.

3. Material Modifications to Existing Principal Equipment

DOCOMO shall provide DHS at least ten (10) business days' advance notice prior to performing any maintenance, repair, or replacement that would result in any material modification to existing Principal Equipment for the Atisa Cable System. DOCOMO need not comply with the advance notice requirement for any maintenance, repair, or replacement that is undertaken in response to an unforeseen or uncontrollable event and that is necessary to ensure the continued operability of the Atisa Cable System; however, in such circumstances, DOCOMO shall provide advance notice to DHS of the material modification, if practicable, and, if impracticable, shall notify DHS within ten (10) business days after the material modification of the Principal Equipment. DOCOMO agrees to meet and confer with DHS and to consider any concerns DHS may raise about materials submitted pursuant to this provision.

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

DOCOMO shall provide at least thirty (30) business days' advance notice prior to making any modifications to the list of vendors, contractors, or subcontractors involved in providing, installing, operating, managing, or maintaining the Principal Equipment on the list most recently provided to DHS. DOCOMO agrees to negotiate in good faith to resolve any national security, law enforcement, or public safety concerns DHS may raise with respect to materials submitted pursuant to this provision.

5. Annual Report

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

- (a) An updated Principal Equipment list containing all information described in paragraph 2 of this letter and identifying any material modifications since the list most recently was provided to DHS;
- (b) The names and contact information of then-current POCs;
- (c) A summary of any events that occurred during the reporting period that, to the knowledge of DOCOMO, will or reasonably could impact the effectiveness of or compliance with this Agreement;
- (d) 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;

- (e) A copy of then-current policies, plans, and procedures adopted to comply with this LOA, and a summary of the changes and reasons therefore; and
- (f) A detailed network description and map reporting any changes to the Atisa Cable System's physical and logical topology during the reporting period, including the addition of new NOCs or cable landing stations.

6. Change in Control

If DOCOMO learns of any information that reasonably indicates that any single foreign entity or individual, other than those already identified in connection with the pending FCC application(s), has or likely will obtain an ownership interest, whether direct or indirect, in DOCOMO or the Atisa Cable System above ten (10) percent, or if any foreign entity or individual, singly or in combination with other foreign entities or individuals, has or otherwise likely will gain either: (i) control, as determined in accordance with 47 C.F.R. § 63.09(b); or (ii) *de facto* or *de jure* control of DOCOMO, then DOCOMO shall provide notice in writing to DHS 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 numbers of the entity or individual(s));
- (b) Identify the beneficial owners of any such increased or prospective increased ownership interest in DOCOMO or the Atisa Cable System by the entity or individual(s) (specifying the name, addresses, and telephone numbers of each beneficial owner); and
- (c) Quantify the amount of ownership interest that the entity or individual(s) has or likely will obtain in DOCOMO or the Atisa Cable System and, if applicable, the basis for their prospective control of DOCOMO or the Atisa Cable System.

7. Cable System Access

DOCOMO agrees to take practicable measures to prevent unauthorized access to, and to protect the physical and logical security of, the Atisa Cable System. Furthermore, DOCOMO agrees to report to DHS if it learns of information that reasonably indicates unauthorized third-party access, disruption, or corruption of the Atisa Cable System or any information being carried on the Atisa Cable System. Any such reports should be provided in writing to DHS within ten (10) business days of discovery of the relevant information.

8. Change in Services or Cable Operations

DOCOMO agrees that it will notify DHS in writing at least thirty (30) business days prior to implementing any significant changes to its provision of communications services or the operations of the Atisa Cable System such that the material representations made in

the pending FCC Application(s) and associated materials are no longer fully accurate, true, and complete.

9. USG Consultation and Visitation

DOCOMO agrees to meet and confer with DHS and to address any concerns DHS may raise about materials submitted pursuant to this LOA. DOCOMO 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.

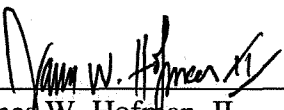
DOCOMO agrees that, upon reasonable advance notice, DHS may visit any part of the DCI to conduct on-site reviews concerning the implementation of the terms of this LOA and DOCOMO's compliance with its terms. During such visits, DOCOMO shall cooperate with the requests of DHS to make available information, facilities, and personnel.

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

DOCOMO 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 DOCOMO or any successors-in-interest.

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

For and on behalf of DOCOMO Pacific, Inc.



James W. Hofman, II
Chief Legal Officer
Docomo Pacific, Inc.
jhofman@docomopacific.com