

January 5, 2021

BY ELECTRONIC FILING

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
45 L Street, N.E.
Washington, D.C. 20554

*Re: Request to Modify Cable Landing License for the AEC-1 Cable System, File Nos.
SCL-LIC-20140206-00002 and SCL-ASG-20200430-00018*

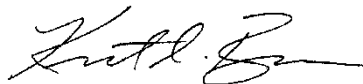
Dear Ms. Dortch:

Through its counsel, Aqua Comms (Americas) Inc. (“Aqua Comms Americas”) requests that the Commission modify the cable landing license for the AEC-1 Cable System in order to reflect revisions to the security mitigation arrangements negotiated with the Executive Branch. Effective January [●], 2021, Aqua Comms Americas executed a new letter of assurances (the “2021 LOA”) that supersedes the prior 2014 letter of assurances.

Aqua Comms Americas acknowledges that it is bound by the commitments set forth in 2021 LOA. Aqua Comms Americas therefore requests that the Commission modify the AEC-1 Cable Landing License to require compliance with the 2021 LOA.

Should you have any questions, please contact Kent Bressie by telephone at +1 202 730 1337 or by e-mail at kbressie@hwglaw.com.

Respectfully submitted,



Kent Bressie
Colleen Sechrest

Counsel for Aqua Comms (Americas) Inc.

Attachment

cc: Denise Coca
David Krech
Melissa Figueroa (DHS)
Stefanie McCabe (DHS)
Alton Turner (DHS)



January 5, 2021

Mr. Scott Glabe
Assistant Secretary for Trade and Economic Security
Office of Strategy, Policy, and Plans
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 Mr. Glabe:

Aqua Comms (Americas) Inc. (“Aqua Comms Americas”) executes this Letter of Assurances (“LOA”) with the U.S. Department of Homeland Security (“DHS”) to address national security and law enforcement concerns relating to the cable landing license granted to Aqua Comms Americas by the Federal Communications Commission (“FCC”) to land and operate within the United States a private fiber-optic submarine cable network connecting the United States, Iceland, and Ireland, the AEConnect-1 Cable System (“AEC-1 Cable”) (formerly known as Emerald Express).¹

This LOA replaces an earlier LOA executed by America Europe Connect Licenses Limited (“AECLL”) with DHS on October 1, 2014 (“2014 LOA”). Aqua Comms Americas will file an application to modify the AEC-1 Cable license to condition it on compliance with this LOA. AECLL will separately notify DHS that it is withdrawing the 2014 LOA in light of the modified and updated commitments provided through this LOA with respect to the AEC-1 Cable. Aqua Comms Americas understands that this LOA supersedes the 2014 LOA, and upon grant of the modification application by the FCC, the 2014 LOA will be terminated.

For purposes of this LOA:

- A. “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.
- B. “Domestic Communications Infrastructure” or “DCI” means: (a) any portion of the AEC-1 Cable that physically is located in the United States, up to the submarine line terminating equipment, including (if any) transmission, switching, bridging, and routing

¹ FCC File No. SCL-LIC-20140206-00002, Application for a License to Land and Operate a Fiber Optic Submarine Cable System between the United States, Iceland, and Ireland.

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 Aqua Comms Americas to provide, process, direct, control, supervise, or manage Domestic Communications; and (b) Network Operations Center (“NOC”) facilities, as defined in Section D below.

- C. “Electronic Communication” has the meaning set forth in 18 U.S.C. § 2510(12).
- D. “Network Operations Center” or “NOC” means the locations and facilities designated as such by Aqua Comms Americas for purposes of performing network management, monitoring, maintenance, or other operational functions for the AEC-1 Cable.
- E. “Principal Equipment” means the primary electronic components of the AEC-1 Cable, which includes the Domestic Communications Infrastructure 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”); 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 used for monitoring, administration, or provisioning of the AEC-1 Cable (with the exception of COTS software used for common business functions, *e.g.*, Microsoft Office).
- F. “Screened Personnel” has the meaning set forth in Paragraph 10 below.
- G. “Wet Infrastructure” means hardware components installed and residing on the undersea portion of the AEC-1 Cable, 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 the AEC-1 Cable.
- H. “Wire Communication” has the meaning set forth in 18 U.S.C. § 2510(1).

Aqua Comms Americas undertakes to comply with the following commitments:

1. Security Point of Contact

Aqua Comms Americas agrees to maintain a Security Point of Contact (“POC”) for purposes of this LOA. The POC will be a U.S. citizen residing in the United States and, to the knowledge of Aqua Comms Americas, be eligible to hold an active U.S. Government security clearance at the “Secret” level or higher. Aqua Comms Americas agrees to nominate any new proposed POC within **45 days** of the execution of this LOA. Aqua Comms Americas understands that any new POC will be subject to DHS review and non-objection and may be subject to a background check at the sole discretion of DHS.

The 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 the AEC-1 Cable. Upon request by DHS, the POC will make himself/herself available in person within the United States at a mutually agreeable date and location, including in a classified setting as determined necessary. The POC will 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.

Aqua Comms Americas agrees to notify DHS of any proposed change to the POC at least **15 days** in advance of such proposed change. Aqua Comms Americas understands that any proposed POC will be subject to DHS review and non-objection and may be subject to a background check at the sole discretion of DHS.

2. Cable System Information

Within **60 days** of the execution of this LOA, and, thereafter, within **30 days** upon DHS request, Aqua Comms Americas agrees to make available the following AEC-1 Cable Information to the extent not already submitted to DHS:

- (a) Network management information, as follows: (1) a network map that includes physical and logical topology; (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) organizational chart, to include specific reference to the names and positions of senior officials responsible for operations of the AEC-1 Cable; and (6) descriptions of interfaces and connections to the AEC-1 Cable for service offload, disaster recovery, or administrative functions;
- (b) A complete and current list of all contracts held by Aqua Comms Americas or its designee(s) for the maintenance and security of the AEC-1 Cable; and
- (c) A restoration plan for the Principal Equipment and the Wet Infrastructure for the AEC-1 Cable.

3. Operational Requirements

With respect to the operation of the AEC-1 Cable, Aqua Comms Americas agrees as follows:

- (a) Aqua Comms Americas will have the ability to promptly and effectively interrupt, in whole or in part, traffic to and from the United States on the AEC-1 Cable by disabling or disconnecting circuits at the U.S. cable landing station or at other locations within the United States; and

- (b) Aqua Comms Americas will configure all necessary systems to ensure the NOC can suspend or interrupt the optical carrier signal or all of the AEC-1 Cable within the DCI.

If Aqua Comms Americas is required to interrupt traffic to or from the United States as a result of lawful U.S. process, Aqua Comms Americas will be permitted to disclose publicly that it was required to interrupt service in response to lawful U.S. process consistent with any limits on disclosure that may be imposed by such lawful U.S. process and without disclosing any of the content of such request.

Aqua Comms Americas agrees to notify DHS of any proposed change to NOC location(s) or operators, to include the addition of new NOC locations, at least **45 days** in advance of such proposed change. Aqua Comms Americas 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 Aqua Comms Americas and DHS, with the right of approval not waived unless provided in writing by DHS.

4. Principal Equipment List

Within **60 days** of the execution of this LOA, Aqua Comms Americas agrees to provide DHS with a list to include the following information to the extent not already reported to DHS:

- (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, or maintaining the Principal Equipment.

At the sole discretion of DHS, Aqua Comms Americas agrees to supplement in writing the foregoing definition of Principal Equipment to address subsequent technological developments with submarine systems.

Objections to the Principal Equipment List will be handled pursuant to Section 8.

5. Modifications to Existing Principal Equipment

Aqua Comms Americas agrees to provide DHS at least **45 days'** advance notice prior to performing any maintenance, repair, or replacement that would result in any modification to the quantum, function, configuration, operation, or location of existing Principal Equipment for the AEC-1 Cable.

The 45 days' advance notice requirement is waived 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 AEC-1 Cable; however, in such circumstances, Aqua Comms Americas agrees to provide advance notice to DHS of the modification, if practicable, and, if impracticable, Aqua Comms Americas agrees to provide notice within **10 days** after the maintenance, repair, or replacement. This notice will include a detailed description of the equipment replaced and the circumstances surrounding the need to replace the Principal Equipment without 45 days' advance notice.

Aqua Comms Americas 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 8. In the event of such an objection, Aqua Comms Americas will not expand the existing deployment or enhance the capabilities of any Principal Equipment to which DHS has objected, and Aqua Comms Americas agrees to meet, confer, and otherwise attempt in good faith to resolve DHS's objection. Until the objection is resolved, Aqua Comms Americas will not upgrade, install, replace, or service any objectionable Principal Equipment without written authorization from DHS.

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

Aqua Comms Americas agrees to provide at least **45 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, Aqua Comms Americas agrees to provide at least **45 days** advance notice prior to changing the service offerings or support from a previously-listed vendor, contractor, 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 8.

7. Equipment Testing

Aqua Comms Americas agrees to provide at least **45 days** advance notice prior to initiating the testing of any new Principal Equipment connected to the AEC-1 Cable 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 8.

8. Objection Resolution

Within **60 days** of receipt of any notice provided by Aqua Comms Americas pursuant to Sections 4, 5, 6, or 7, DHS shall either provide written approval or disapproval to Aqua Comms Americas of the action described in such notice. If within the 60-day approval/disapproval period DHS seeks additional information from Aqua Comms

Americas, the approval/disapproval period shall be extended by the number of days DHS awaited the requested information. In the event of a disapproval, Aqua Comms Americas will not expand the existing deployment or enhance the capabilities of any Principal Equipment of which DHS has disapproved, and Aqua Comms Americas agrees to meet, confer and resolve DHS's objection. Until DHS's rationale for disapproval is resolved, Aqua Comms Americas will not upgrade, install, replace, or service any disapproved Principal Equipment without written authorization from DHS.

9. Measures to Prevent Improper Use and Unauthorized Access

Aqua Comms Americas agrees to take all practicable measures to prevent unauthorized logical access to the AEC-1 Cable and to prevent any unlawful use or disclosure of information carried on the same. 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 best practices and guidelines, such as but not limited to the Cybersecurity Framework of National Institute of Standards and Technology and 27001 Series Standards of the International Organization for Standardization. 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.

Aqua Comms Americas agrees to take appropriate measures to protect and promote resiliency of the AEC-1 Cable, including measures to ensure that security patches for systems and applications are up to date.

Aqua Comms Americas agrees to maintain 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 the AEC-1 Cable, maintenance of non-destructive logical access logs, and periodic internal audits of network security and associated network devices.

Aqua Comms Americas 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 or as otherwise agreed to by Aqua Comms Americas and DHS, with the right of approval not waived unless provided in writing by DHS.

10. Physical Security Measures

Aqua Comms Americas agrees to take all practicable measures to physically secure the AEC-1 Cable, including the DCI and Wet Infrastructure. Aqua Comms Americas will screen appropriate personnel in accordance with Section 11 below, and Aqua Comms Americas will require that all persons who physically access the DCI are escorted at all times by Screened Personnel, as defined herein.

Aqua Comms Americas agrees to submit a policy setting forth Aqua Comms Americas' 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 or as otherwise agreed to by Aqua Comms Americas and DHS, with the right of approval not waived unless provided in writing by DHS.

11. Screening of Personnel

Aqua Comms Americas agrees to implement, either directly or through a vendor or service provider, a process to screen any existing or newly hired Aqua Comms Americas personnel (or any personnel performing under an agreement or arrangement with Aqua Comms Americas) in, at minimum, the following circumstances:

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

Aqua Comms Americas' 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 satisfying the requirements set forth in the screening policy, such persons shall be considered "Screened Personnel."

Aqua Comms Americas agrees to submit the screening policy 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 or as otherwise agreed to by Aqua Comms Americas and DHS, with the right of approval not waived unless provided in writing by DHS. Aqua Comms Americas agrees to cooperate with any request by DHS to provide additional identifying information regarding Screened Personnel.

12. Reporting Incidents and Breaches

Aqua Comms Americas agrees to report to DHS within **48 hours** if it learns of information that reasonably indicates:

- (a) Unauthorized third-party access to, or disruption or corruption of, the AEC-1 Cable or any information being carried on the AEC-1 Cable;

- (b) Any other unauthorized access to or disclosure of Domestic Communications on the AEC-1 Cable in violation of federal, state, or local law; or
- (c) Any material breach of the commitments made in this LOA.

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

13. Instruction of Obligations

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

Aqua Comms Americas agrees to issue initial instructions in writing and provide appropriate live or virtual training within **90 days** of the date of execution of this LOA, and Aqua Comms Americas agrees to submit a copy of such instructions to DHS at the same time. Aqua Comms Americas agrees to issue updated instructions or training annually thereafter.

14. Change in Services or Cable Operations

Aqua Comms Americas agrees to notify DHS in writing at least **45 days** prior to implementing any changes to the communications services or operations of the AEC-1 Cable. Aqua Comms Americas agrees to provide a detailed description of the proposed change including the terms, conditions, individuals and/or entities involved in making the change to the communications services or operations.

15. Change in Control

If Aqua Comms Americas learns of any information that reasonably indicates that any single foreign entity or individual, other than those already identified, has or likely will obtain an ownership interest, whether direct or indirect, in Aqua Comms Americas or the AEC-1 Cable above ten (10) percent, or if any foreign entity or individual, singly or in combination with other foreign entities or individuals, has or likely otherwise 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 Aqua Comms Americas or the AEC-1 Cable, Aqua Comms Americas 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 Aqua Comms Americas or the AEC-1 Cable 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 Aqua Comms Americas or the AEC-1 Cable and, if applicable, the basis for their prospective control of Aqua Comms Americas or the AEC-1 Cable.

16. Annual Report

On the anniversary of the date of this LOA, Aqua Comms Americas agrees to submit to DHS a report assessing Aqua Comms Americas' 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 4 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 9), physical security (Section 10), personnel screening (Section 11), incident reporting (Section 12), and employee training (Section 13), and a summary of any changes during the reporting period and the reasons therefore;
- (e) A list of all Screened Personnel. Such list will include: (1) Full name (last, first, middle name); (2) All other names and aliases used; (3) Address; (4) Country and city of residence; (5) Date of birth; (6) Place of birth; (7) U.S. Social Security number (where applicable); (8) National identity number, including nationality, date and place of issuance, and expiration date (where applicable); and (9) U.S. or foreign passport number (if more than one, all must be fully disclosed);
- (f) Updated list of all persons, vendors, contractors, or other entities that have been granted unescorted physical access to any AEC-1 Cable DCI or Principal Equipment;
- (g) 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; and

- (h) 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.

17. Third-Party Audit

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

- (a) Within **60 days** of DHS requesting a third-party audit, Aqua Comms Americas agrees to 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, Aqua Comms Americas agrees to nominate another third-party auditor within **30 days** of such objection. If DHS disapproves the nomination of a supplemental third-party auditor, Aqua Comms Americas will provide to DHS 3 additional candidates within **30 days** 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 Aqua Comms Americas providing information regarding Aqua Comms Americas' and nominated auditor's pre-existing relationship (if any).
- (d) Aqua Comms Americas 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) Aqua Comms Americas 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) Aqua Comms Americas 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 Aqua Comms Americas all reports and related information generated or gathered during its review that

relate directly to Aqua Comms Americas' compliance with the terms of this LOA and agrees to meet independently with DHS upon request.

18. DHS Consultation and Visitation

Aqua Comms Americas 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.

Aqua Comms Americas 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.

Aqua Comms Americas agrees that, upon **48 hours** advance notice, except when due to exigent circumstances such advance notice is not practicable, DHS may visit Aqua Comms Americas and/or AEC-1 Cable facilities to conduct on-site reviews to verify the implementation of and compliance with the terms of this LOA. Subject to applicable law, Aqua Comms Americas will provide unimpeded access to any 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, Aqua Comms Americas will provide DHS with access to information, facilities, and personnel within **24 hours** of such an access request.

19. 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 19(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 19(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 LOA shall be tolled during a lapse in appropriations or any time when the Federal government in the greater Washington, D.C. area is closed.

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

Aqua Comms Americas agrees that, in the event that Aqua Comms Americas breaches the commitments set forth in this LOA, DHS, on behalf of the Committee for the Assessment of Foreign Participation in the United States Telecommunications Services Sector (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 Aqua Comms Americas or any successors-in-interest, in addition to any other remedy available at law or equity.

If, after this LOA takes effect, DHS or Aqua Comms Americas 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 and law enforcement concerns), Aqua Comms Americas 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 is intended to excuse Aqua Comms Americas 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 Aqua Comms (Americas) Inc.

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

Michael P. Sauer

VP Americas Partner/Federal
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