

SUCCESSOR AGREEMENT

This SUCCESSOR AGREEMENT (the "Successor Agreement") is made as of the date of the last signature affixed hereto (the "Effective Date") by and between MARLINK, INC. ("Marlink" a Delaware corporation), TORUK AS ("Toruk," a Norwegian limited company, will indirectly own all of Marlink's shares following the consummation of a transaction described herein), on the one hand, and the UNITED STATES DEPARTMENT OF JUSTICE ("DOJ"), on the other (with each of the foregoing 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 U.S. communications and related information are secure in order to preserve the national security of the United States, 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 communication systems of the United States (see, e.g., Executive Order 13231, Critical Infrastructure Protection in the Information Age, and Presidential Policy Directive/PPD-21, Critical Infrastructure Security and Resilience);

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

WHEREAS, EUROPEAN AERONAUTIC DEFENCE AND SPACE COMPANY EADS N.V. (now known as AIRBUS GROUP SE), ASTRIUM HOLDING SAS (now known as AIRBUS DS HOLDING S.A.S. ("ADH")), MOBSAT HOLDING NORWAY AS (now known as MARLINK AS), VIZADA AS (known as ASTRIUM SERVICES BUSINESS COMMUNICATIONS AS and subsequently merged into MARLINK AS), MOBSAT HOLDING US CORP. (now known as AIRBUS DS SYSTEMS HOLDINGS, LLC ("ADS")), Marlink, VIZADA FEDERAL SERVICES, INC., VIZADA SERVICES HOLDING, INC., and VIZADA SERVICES LLC are parties to an agreement executed on November 29, 2001 with the DOJ, the Federal Bureau of Investigation ("FBI"), and the Department of Homeland Security ("Original Agreement"), which was subsequently amended in 2007 ("Amendment 1"), 2008 ("Amendment 2"), 2011 ("Amendment 3"), and 2016 ("Amendment 4"). Set forth below are the changes made to the Original Agreement by Amendment 1, Amendment 2, Amendment 3, and Amendment 4;

WHEREAS, TELENOR SATELLITE, INC. was a party to the Original Agreement, renamed VIZADA SATELLITE, INC. in 2008 and then merged into VIZADA, INC.;

WHEREAS, TELENOR SATELLITE SERVICES, INC. was party to the Original Agreement, then in 2008 merged with MINDSPARX, INC., which had been added to the Original Agreement in Amendment 1, the merged entity was renamed VIZADA, INC., then renamed ASTRIUM SERVICES GOVERNMENT, INC. in 2012, renamed AIRBUS DS SATCOM GOVERNMENT, INC. in 2015, and sold in 2016 to SATCOM DIRECT COMMUNICATIONS, INC., a wholly U.S.-owned company, renamed COMSAT, INC., and removed from the Original Agreement in Amendment 4;

WHEREAS, GMPCS PERSONAL COMMUNICATIONS, INC. was added to the Original Agreement in Amendment 1 and removed from the Original Agreement in Amendment 2, when the company was sold;

WHEREAS, TELENOR SECURE SERVICES, INC. was added to the Original Agreement in Amendment 1, renamed VIZADA SECURE SERVICES, INC. in 2008, and renamed VIZADA FEDERAL SERVICES, INC. in 2011;

WHEREAS, VIZADA SERVICES HOLDING, INC. was added to the Original Agreement in Amendment 2, and is no longer operational;

WHEREAS, VIZADA SERVICES LLC was added to the Original Agreement in Amendment 2, and is no longer operational;

WHEREAS, EUROPEAN AERONAUTIC DEFENCE AND SPACE COMPANY EADS N.V. was renamed AIRBUS GROUP N.V. in 2014 as part of a corporate rebranding initiated in 2013, and then renamed AIRBUS GROUP SE in 2015 after changing its corporate form from *Naamloze Vennootschap* to *societas Europaea*;

WHEREAS, ASTRIUM HOLDING SAS was renamed ADH in 2014 as part of a corporate rebranding initiated in 2013;

WHEREAS, INCEPTUM 1 AS was added to the Original Agreement in Amendment 1, renamed MOBSAT HOLDING NORWAY AS in 2008, then merged with its direct subsidiary, ASTRIUM SERVICES BUSINESS COMMUNICATIONS AS, in 2014 and the surviving entity was renamed ASTRIUM SERVICES AS, then renamed MARLINK AS in 2016;

WHEREAS, TELENOR BROADBAND SERVICES AS was renamed TELENOR SATELLITE SERVICES AS in 2007, renamed VIZADA AS in 2008, renamed ASTRIUM SERVICES BUSINESS COMMUNICATIONS AS after a corporate restructuring in 2012-2013, then merged with its holding entity MOBSAT HOLDING NORWAY AS in 2014, and the surviving entity was renamed ASTRIUM SERVICES AS, then renamed MARLINK AS in 2016;

WHEREAS, TELENOR SATELLITE SERVICES HOLDING, INC. in 2008 merged into MOBSAT HOLDING US CORP., which then was merged into and renamed ASTRIUM AMERICAS, INC. in 2012, renamed AIRBUS DS SYSTEMS HOLDINGS, INC. in 2015, and renamed ADS in 2016;

WHEREAS, MARLINK, INC. was renamed ASTRUM SERVICES BUSINESS COMMUNICATIONS, INC. in a corporate restructuring in 2012, then renamed Marlink in 2016;

WHEREAS, the FBI was removed from the Original Agreement in Amendment 3;

WHEREAS, the Department of Homeland Security was removed from the Original Agreement in Amendment 4;

WHEREAS, Marlink, ADH, and Toruk filed with the Federal Communications Commission (the "FCC") on January 19, 2016, two transfer-of-control applications (the "Applications") under Sections 214 and 310(d) of the Communications Act of 1934, as amended (the "Act"), seeking FCC consent for the transfer of control from ADH to Toruk of international Section 214 authority and a satellite earth station authorization held by Marlink (FCC File Nos. ITC-T/C-20160119-00044 and SES-T/C-20160119-00063, respectively) (with the proposed transaction referred to as the "Marlink Acquisition", and to be fully consummated only upon the grant of consent by the FCC of ADH's transfer of control of Marlink to Toruk (the "FCC Approval"));

WHEREAS, as part of the Marlink Acquisition, Toruk will acquire Marlink AS, a Norwegian limited company that owns all of Marlink's U.S. shares, from ADH; and Toruk is a wholly-owned subsidiary of Makto S.à.r.l., a company incorporated under the laws of Luxembourg, whose ultimate controlling parent company is Apax Partners Midmarket SAS, a French *société par actions simplifiée*,

WHEREAS, the Applications also request consent for the transfer of control of (1) any licenses or authorizations issued to ADH for the benefit of Marlink during the pendency of the FCC's consideration of the Applications or during the period required for consummation of the assignments following the FCC Approval; and (2) applications that will have been filed for the benefit of Marlink and that are pending at the time of consummation of the proposed assignments;

WHEREAS, by Executive Order 12661, the President, pursuant to Section 721 of the Defense Production Act, as amended, authorized the Committee on Foreign Investment in the United States ("CFIUS") to review, for national security purposes, foreign acquisitions of U.S. companies;

WHEREAS, Toruk and ADH have submitted a joint voluntary notice (the "Notice") to the CFIUS of the proposed Marlink Acquisition, and Marlink and Toruk have agreed to enter into this Successor Agreement to resolve any national security or law enforcement issues that the DOJ might have in their consideration of the Notice or any other process of U.S. Government review of the Marlink Acquisition, consistent with Article 6.3 below;

WHEREAS, all remaining parties to the Original Agreement other than Marlink have requested that they be removed from this Successor Agreement because they have ceased to exist, are no longer operational, are an intermediate subsidiary, or will no longer own any FCC

authorizations or have an ownership interest in Marlink following Toruk's acquisition of Marlink;

WHEREAS, in the course of reaching this Successor Agreement, representatives of Marlink and Toruk have represented to the DOJ that (a) they have no present plans, and are aware of no present plans of any other entity, as a result of which Marlink will provide communications through facilities located outside the United States except for bona fide commercial reasons and (b) the Marlink business, including any future provision of Inmarsat services related to U.S.-Licensed MESSs, will be operated, on or after the Consummation Date, exclusively by or on behalf of Marlink;

WHEREAS, the Parties seek to ensure that the core national security, law enforcement, and public safety-related provisions of the Original Agreement remain in full force and effect but recognize that various corporate reorganizations, name changes, and amendments to the Original Agreement have made comprehension of the Original Agreement, as amended, potentially confusing; and

WHEREAS, the Parties seek to adopt this Successor Agreement to address issues relating to national security, law enforcement, and public safety and to establish the obligations of the Parties;

NOW THEREFORE, the Parties are entering into this Successor Agreement to address U.S. national security, law enforcement and public safety issues in connection with the Marlink Acquisition.

ARTICLE 1: DEFINITION OF TERMS

As used in this Successor Agreement:

- 1.1 "Call-Associated Data" or "CAD" means any information relating to a communication or relating to the sender or recipient of that communication and may include, without limitation, subscriber identification, called party number, calling party number, start time, end time, call duration, feature invocation and deactivation, feature interaction, registration information, user location, diverted-to number, conference party numbers, post cut-through dual-tone multifrequency (dial digit extraction), in-band and out-of-band signaling, party add, drop and hold, and any other call-identifying information, as defined in 47 U.S.C. § 1001(2).
- 1.2 "Classified Information" means any information that has been determined pursuant to Executive Order 12958, as amended by Executive Orders 13292 and 13526, or any successor order, or the Atomic Energy Act of 1954, or any statute that succeeds or amends the Atomic Energy Act, to require protection against unauthorized disclosure.
- 1.3 "Consummation Date" means the date of final consummation (*i.e.*, closing) of the Marlink Acquisition.

- 1.4 “Control” and “Controls” mean 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 securities of an entity, or by proxy voting, contractual arrangements, or other means, to determine, direct, or decide matters affecting an entity or facility; in particular, but without limitation, to determine, direct, take, reach or cause decisions regarding:
- a. The sale, lease, mortgage, pledge, or other transfer of any or all of the principal assets of the entity, whether or not in the ordinary course of business;
 - b. The dissolution of the entity;
 - c. The closing and/or relocation of the production or research and development facilities of the entity;
 - d. The termination or non-fulfillment of contracts of the entity;
 - e. The amendment of the articles of incorporation or constituent agreement of the entity with respect to the matters described in paragraphs (a) through (d) above; or
 - f. Rights or obligations under this Successor Agreement.
- 1.5 “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.
- 1.6 “De facto” and “de jure” control have the meanings provided in 47 C.F.R. § 1.2110.
- 1.7 “Domestic Communications” means (i) Wire Communications or Electronic Communications (whether stored or not) originating at one U.S. location and terminating at another U.S. location and (ii) the U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates from or terminates at a U.S.-Licensed MES.
- 1.8 “Domestic Communications Infrastructure” means (a) transmission and switching equipment (including software and upgrades) subject to Control by or on behalf of Marlink and in use to provide, process, direct, control, supervise or manage Domestic Communications, and (b) facilities and equipment in use by or on behalf of Marlink that are physically located in the United States, and (c) facilities in use by or on behalf of Marlink to control the equipment described in (a) and (b).
- 1.9 “Effective Date” has the meaning given it in the Preamble.
- 1.10 “Electronic Communication” has the meaning given it in 18 U.S.C. § 2510(12).
- 1.11 “Electronic Surveillance” means (i) 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); (ii) access to stored wire or electronic communications, as referred to in 18 U.S.C. § 2701 *et seq.*; (iii) acquisition of 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.*; (iv) acquisition of location-related information concerning a service subscriber; (v) preservation of any of the above information pursuant to 18 U.S.C. § 2703(f); and (vi) access to, or acquisition or interception of, communications or information as described in (i) through (v) above and comparable State laws.

- 1.12 “Foreign” where used in this Successor Agreement, whether capitalized or lower case, means non-U.S.
- 1.13 “Governmental Authority” or “Governmental Authorities” mean any government, 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 “Intercept” or “Intercepted” has the meaning defined in 18 U.S.C. § 2510(4).
- 1.15 “Lawful U.S. Process” means U.S. federal, state or local Electronic Surveillance orders or authorizations, and other orders, legal process, statutory authorizations, and certifications for interception of, access to or disclosure of Domestic Communications, Call Associated Data, Transactional Data or Subscriber Information authorized by U.S. federal, state or local law.
- 1.16 “Marlink” has the meaning given in the Preamble and may include its agents or other third parties.
- 1.17 “MES” means a mobile earth station (*i.e.*, a hand-held, portable or other mobile terminal capable of receiving and/or transmitting Wire Communications or Electronic Communications by satellite).
- 1.18 “Non U.S.-Licensed MES” means an Inmarsat MES other than a U.S.-Licensed MES.
- 1.19 “Party” or “Parties” have the meaning given in the Preamble.
- 1.20 “Pro forma assignments” or “pro forma transfers of control” are transfers or assignments that do not involve a substantial change in ownership or control of Marlink or any FCC licenses or authorizations held by it, as provided by Sections 1.767(g)(7) and 63.24 of the FCC’s Rules (47 C.F.R. §§ 1.767(g)(7) and 63.24).
- 1.21 “Sensitive Information” means unclassified information regarding (i) the persons or facilities that are the subjects of Lawful U.S. Process, (ii) the identity of the government agency or agencies serving such Lawful U.S. Process, (iii) the location or identity of the line, circuit, transmission path, or other facilities or equipment used to conduct Electronic Surveillance, (iv) the means of carrying out Electronic Surveillance, (v) the type(s) of service, telephone number(s), records, communications, or facilities subjected to Lawful U.S. Process, and (vi) other unclassified information 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.

- 1.22 "Subscriber Information" means information of the type referred to and accessible subject to procedures specified in 18 U.S.C. § 2703(c) or (d) or 18 U.S.C. § 2709. Such information shall also be considered Subscriber Information when it is sought pursuant to the provisions of other Lawful U.S. Process.
- 1.23 "Toruk" has the meaning given to it in the Preamble. It includes all successors and assigns of Toruk.
- 1.24 "Transactional Data" means:
- a. Call-identifying information, as defined in 47 U.S.C. § 1001(2), including without limitation the telephone number or similar identifying designator associated with a communication;
 - b. Internet address or similar identifying designator associated with a communication;
 - c. The time, date, size, and duration of a communication;
 - d. Any information relating to identity and physical address of a Marlink subscriber, user, or account payer;
 - e. To the extent associated with such a subscriber, user, or account payer, any information relating to all telephone numbers, Internet addresses, or similar identifying designators; the physical location of equipment, if known and if different from the location information provided under (f) below; types of services; length of service; fees; and usage, including billing records; and
 - f. Any information indicating as closely as possible the physical location to or from which communication is transmitted.

The term does not include the content of any communication.

- 1.25 "United States," "US" or "U.S." means the United States of America including all of its States, districts, territories, possessions, commonwealths, and the special maritime and territorial jurisdiction of the United States.
- 1.26 "U.S. LES" means a land earth station facility located in any state of the United States that is involved with the transmission of satellite communications and meets all other applicable requirements of this Successor Agreement and the Successor Implementation Plan.
- 1.27 "U.S.-Licensed MES" means an MES licensed by the FCC.
- 1.28 "U.S. POP" or "POP" means a Point of Presence through which communications are routed for purpose of switching and at which Electronic Surveillance can be conducted, and meeting all other applicable requirements of this Successor Agreement and the Successor Implementation Plan.

- 1.29 “Wire Communication” has the meaning given it in 18 U.S.C. § 2510(1).
- 1.30 Other Definitional Provisions. Other capitalized terms used in this Successor Agreement and not defined in this Article shall have the meanings assigned them elsewhere in this Successor Agreement. The definitions in this Successor 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,” “including” or “such as” are used in this Successor Agreement, they shall be deemed to be followed by the words “without limitation.”

ARTICLE 2: INFORMATION STORAGE AND ACCESS

- 2.1 Successor Implementation Plan. Certain of the rights and obligations of the Parties are set forth in further detail in a successor implementation plan (the “Successor Implementation Plan”), which is executed by Marlink and is incorporated in and constitutes an integral part of this Successor Agreement. Marlink shall comply with the Successor Implementation Plan, subject to possible modifications in accordance with Article 9 of this Successor Agreement. The Successor Implementation Plan and all provisions of this Successor Agreement related to it, unless otherwise specified herein, are effective on the dates specified therein.
- 2.2 Domestic Communications Infrastructure. Except to the extent and under conditions concurred in by the DOJ in writing:
- 2.2.1 Location and Operation. Except strictly for bona fide commercial reasons weighing in favor of using foreign-located Domestic Communications Infrastructure, all Domestic Communications Infrastructure shall at all times be located in the United States and will be directed, controlled, supervised and managed in the United States by or on behalf of Marlink.
 - 2.2.2 Point of Presence. As specified in the Successor Implementation Plan, all Domestic Communications shall either be transmitted through a U.S. LES or routed through a POP that includes a network switch under the control of Marlink and is physically located in the United States, from which Electronic Surveillance can be conducted pursuant to Lawful U.S. Process. Marlink will provide technical or other assistance to facilitate such Electronic Surveillance.
 - 2.2.3 Communications of a U.S.-Licensed MES. Domestic Communications from a U.S.-Licensed MES shall not be routed outside the United States by Marlink except strictly for bona fide commercial reasons.
 - 2.2.4 Communications of a Non U.S.-Licensed MES. Marlink shall configure its network such that pursuant to Lawful U.S. Process, Electronic Surveillance

of a Non U.S.-Licensed MES can be conducted in accordance with the Successor Implementation Plan.

2.3 Compliance with Lawful U.S. Process. Marlink shall take all practicable steps to configure its Domestic Communications Infrastructure to be capable of complying in an effective, efficient, and unimpeded fashion, and shall ensure that its employees in the United States will have unconstrained authority to comply, with:

- a. Lawful U.S. Process;
- b. Presidential orders issued under § 706 of the Communications Act of 1934, as amended, (47 U.S.C. § 606), § 302(e) of the Aviation Act of 1958 (49 U.S.C. § 40107(b)) and 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.*).

2.4 Information Storage and Access. Effective upon the Consummation Date, Marlink shall make available in the United States:

- a. stored Domestic Communications, if such communications are stored by or on behalf of Marlink for any reason;
- b. any Wire Communications or Electronic Communications (including any other type of wire, voice or electronic communications not covered by the definitions of Wire Communication or Electronic Communication) received by, intended to be received by, or stored in the account associated with a U.S.-Licensed MES, or transmitted through a U.S. LES operated by or on behalf of Marlink or routed through a POP operated by or on behalf of Marlink to or from a customer or subscriber of Marlink, if stored by or on behalf of Marlink for any reason;
- c. Transactional Data and Call Associated Data relating to Domestic Communications, if such information is stored by or on behalf of Marlink for any reason;
- d. Subscriber Information concerning the customers and subscribers of services using U.S.-Licensed MESs, or Marlink customers and subscribers who to Marlink's knowledge are domiciled in the United States or are holding themselves out as being domiciled in the United States, as well as Subscriber Information related to any Domestic Communication transmitted through a U.S. LES operated by or on behalf of Marlink or routed through a POP operated by or on behalf of Marlink, if such information is stored by or on behalf of Marlink for any reason; and
- e. Billing records relating to customers and subscribers of services using U.S.-Licensed MESs, or Marlink customers and subscribers who to Marlink's

knowledge are domiciled in the United States or are holding themselves out as being domiciled in the United States, as well as billing records related to any Domestic Communication transmitted through a U.S. LES operated by or on behalf of Marlink or routed through a POP operated by or on behalf of Marlink, for so long as such records are kept, and at a minimum, for so long as such records are required to be kept, by or on behalf of Marlink, pursuant to applicable U.S. law or this Successor Agreement.

- 2.5 Mandatory Destruction. Effective upon the Consummation Date, Marlink shall ensure that the data and communications described in Articles 2.4(a) - (e) of this Successor Agreement are stored in a manner not subject to mandatory destruction under any foreign laws, if such data and communications are stored by Marlink for any reason.
- 2.6 Billing Records. Marlink shall store for at least eighteen (18) months all billing records relating to customers and subscribers of services using U.S.-Licensed MESSs, and shall make such records available in the United States. Nothing in this paragraph shall obligate Marlink to store such records for longer than eighteen (18) months.
- 2.7 Storage Pursuant to 18 U.S.C. § 2703(f). Upon a request made pursuant to 18 U.S.C. § 2703(f) by a Governmental Authority within the United States to preserve any information enumerated in Article 2.4, Marlink shall store such preserved records or other evidence in the United States.
- 2.8 Compliance with U.S. Law. Nothing in this Successor Agreement shall excuse Marlink from any obligation it may have to comply with U.S. legal requirements for the retention, preservation or production of information, records or data.
- 2.9 CPNI. With respect to Domestic Communications, Marlink shall comply with all applicable FCC rules and regulations governing access to and storage of Customer Proprietary Network Information ("CPNI"), as defined in 47 U.S.C. § 222(h)(1).

ARTICLE 3: SECURITY

- 3.1 Measures to Prevent Improper Use or Access. Marlink shall take all practicable measures to prevent the use of or access to Marlink's equipment or facilities to conduct Electronic Surveillance of Domestic Communications in violation of any U.S. federal, state, or local laws or the terms of this Successor Agreement. These measures shall include written technical, organizational, and personnel-related policies and procedures, necessary implementation plans, and physical security measures.
- 3.2 Access by Foreign Government Authorities. Without the prior written consent of the DOJ, or the authorization of a court of competent jurisdiction in the United States, Marlink shall not, directly or indirectly, disclose or permit disclosure of, or provide access to, any Domestic Communications or any Call Associated Data, Transactional Data or Subscriber Information related to Domestic Communications that are stored in the United States to any person if the purpose of such disclosure or access is to respond to

the legal process or the request of a foreign government, identified representative, or a component or subdivision thereof. Any such requests or submissions of legal process described in this paragraph shall be reported to the DOJ as soon as possible and in no event later than five (5) business days after such request or legal process is received by and known to Marlink. Marlink shall take reasonable measures to ensure that it will promptly learn of all such requests or submission of legal process described in this Article 3.2.

3.3 Disclosure to Foreign Government Authorities. Marlink shall not, directly or indirectly, disclose or permit disclosure of, or provide access to

- a. Classified or Sensitive Information, or
- b. Subscriber Information, Transactional Data, or Call Associated Data or a copy of any Wire Communications or Electronic Communication, if the foregoing was intercepted or acquired pursuant to Lawful U.S. Process;

to any foreign government, identified representative, component or subdivision thereof without first satisfying all applicable U.S. federal, state and local legal requirements pertinent thereto, and obtaining the express written consent of the DOJ or the authorization of a court of competent jurisdiction in the United States. Any requests or any legal process submitted by a foreign government, identified representative, component or subdivision thereof to Marlink for the communications, data or information identified in this paragraph shall be referred to the DOJ as soon as possible, and in no event later than five (5) business days after such request or legal process is received by and known to Marlink, 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. Marlink shall take reasonable measures to ensure that it will promptly learn of all such requests or submission of legal process described in this paragraph.

Without limiting the obligations of Marlink under Article 3.2, above, nothing in this Article 3.3 shall impose any obligations on Marlink with respect to its compliance with foreign government information requests or orders that are unrelated to Lawful U.S. Process and to which Marlink can and does respond without disclosing, directly or indirectly, any Classified or Sensitive Information or other information revealing that interceptions or acquisitions have occurred pursuant to Lawful U.S. Process.

3.4 Notification of Access or Disclosure Requests from Foreign Non-Governmental Entities. Marlink shall notify DOJ in writing of any legal process or requests by foreign non-governmental entities, for access to or disclosure of Domestic Communications, except that no such notification is required with respect to such information if the disclosure of the legal process or request would violate an order of a court of competent jurisdiction within the United States. Marlink shall provide such notice to the DOJ no later than ninety (90) days after such request or legal process is received by Marlink.

3.5 Points of Contact:

- 3.5.1 Designation, Availability, Eligibility. Within thirty (30) days after the Consummation Date, Marlink shall designate points of contact within the United States with the authority and responsibility for accepting and overseeing the carrying out of Lawful U.S. Process. The points of contact shall be assigned to a Marlink office in the U.S., and will be available twenty-four (24) hours per day, seven (7) days per week and shall be responsible for accepting service and for maintaining the security of Sensitive, Controlled Unclassified, and Classified Information and any Lawful U.S. Process for Electronic Surveillance in accordance with the requirements of U.S. law and regulation. Marlink shall immediately notify the DOJ in writing of the points of contact, and thereafter shall promptly notify the DOJ of any change in such designation. The points of contact shall be U.S. citizens who are eligible for appropriate U.S. security clearances. Marlink shall cooperate with any U.S. Government request that a background check and/or security clearance process be completed for a designated point of contact.
- 3.5.2 Security Clearance Review. Individuals to be designated as points of contact under Section 3.5.1 shall submit an application for an appropriate U.S. security clearance to the Domestic Communications company by which they are employed. The Domestic Communications company shall collect and review such applications and determine whether the individuals meet company security standards and, in their opinion, are eligible to apply for a U.S. security clearance; and, if so, the Domestic Communications company shall offer to forward such applications to the DOJ. The DOJ may choose to review, defer or complete action on such clearance applications as they deem necessary.
- 3.6 Security of Lawful U.S. Process. Marlink shall protect the confidentiality and security of all Lawful U.S. Process served-upon it and the confidentiality and security of Classified, Controlled Unclassified, and Sensitive Information in accordance with U.S. Federal and state law or regulation.
- 3.7 Access to Classified, Controlled Unclassified or Sensitive Information. Nothing contained in this Successor Agreement shall limit or affect the authority of a United States Government agency to deny, limit or revoke Marlink's access to Classified, Controlled Unclassified, and Sensitive Information under that agency's jurisdiction.
- 3.8 Location of Secure Facility. Effective upon the Consummation Date, Marlink shall maintain an appropriately secure facility within the United States within which Marlink shall:
- a. Take appropriate measures to prevent unauthorized access to data or facilities that might contain Classified, Controlled Unclassified or Sensitive Information;

- b. Assign U.S. citizens, who meet high standards of trustworthiness for maintaining the confidentiality of Sensitive Information, to positions that handle or regularly deal with information identifiable to such person as Sensitive Information;
- c. Upon request from the DOJ, provide the name, social security number and date of birth of each person who handles or regularly deals with Sensitive Information;
- d. Require that personnel handling Classified Information, if any, shall have been granted appropriate U.S. security clearances;
- e. Provide that the points of contact described in Article 3.5 shall have sufficient authority over any of Marlink's employees 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 Successor Agreement; and
- f. Maintain appropriately secure facilities (e.g., offices or areas) for the handling and storage of any Classified, Controlled Unclassified and Sensitive Information.

ARTICLE 4: AUDITING, REPORTING, and NOTICE

- 4.1 Access to Information. In response to reasonable requests made by the DOJ, Marlink shall provide in the United States access to information concerning technical, physical, management, or other security measures and other reasonably available information needed by the DOJ to assess compliance with this Successor Agreement.
- 4.2 Visits and Inspections. The DOJ may visit any communications facility of Marlink in the United States and may inspect any part of the Domestic Communications Infrastructure in the United States for the purpose of verifying compliance with the terms of this Successor Agreement. Such inspections shall be reasonable in number and be conducted during normal business hours upon reasonable notice, which shall ordinarily be no less than twenty-four (24) hours in advance of the visit. Marlink may have appropriate employees accompany the DOJ representatives during any such inspection. Upon thirty (30) days' advance notice, Marlink will make facilities and personnel available for the FBI to test Marlink's compliance with the Communications Assistance for Law Enforcement Act (CALEA).
- 4.3 Access to Personnel. Upon reasonable notice from the DOJ, Marlink shall make available for interview during normal business hours any officers or employees of Marlink in the U.S. and will seek to require contractors to make available appropriate personnel, located in the United States, who are in a position to provide information to verify compliance with the terms of this Successor Agreement.
- 4.4 Notice of Obligations. Marlink shall instruct appropriate officials and employees of Marlink and certain contractors and agents as to the obligations of Marlink under this Successor Agreement and their duty to report any violation of this Successor Agreement of which the officials, employees, contractors and agents become aware, and shall issue periodic reminders to them of such obligations.

**ARTICLE 5: DISPUTES AND NON-IMPACT ON
OTHER GOVERNMENT ACTIONS**

- 5.1 Informal Resolution. The Parties shall use their best efforts to resolve any disagreements that may arise under this Successor Agreement. Disagreements shall be addressed, in the first instance, at the staff level by the Parties' designated representatives. Any disagreement that has not been resolved at that level shall be submitted promptly to higher authorized officials, unless the DOJ believes that important national interests can be protected, or Marlink believes that its paramount commercial interests can be resolved, only by resorting to the measures set forth in Article 5.2 below. 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 Article 5.2 below. If resolution of a disagreement requires access to Classified Information, the Parties shall designate a person or persons possessing the appropriate security clearances.
- 5.2 Enforcement of Successor Agreement and Successor Implementation Plan. Subject to Article 5.1 of this Successor Agreement, if any Party believes that any other Party has breached or is about to breach this Successor Agreement, that Party may bring an action against the other Party for appropriate judicial relief. Subject to Article 6, nothing in this Successor Agreement shall limit or affect the right of a U.S. Government Authority to:
- a. seek revocation by the FCC of any license, permit or other authorization granted or given by the FCC to Marlink or any other sanction by the FCC against Marlink;
 - b. seek civil sanctions for any violation of any U.S. law or regulation or term of this Successor Agreement; or
 - c. pursue criminal sanctions against Marlink or any of their respective directors, officers, employees, representatives or agents, or against any other person or entity, for violations of the criminal laws of the United States.
- 5.3 Waiver. The availability of any civil remedy under this Successor Agreement shall not prejudice the exercise of any other civil remedy under this Successor Agreement or under any provision of U.S. 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 Successor Agreement, or to exercise any right they 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.
- 5.4 Forum Selection. Any civil action for judicial relief with respect to any dispute or matter whatsoever arising under, in connection with, or incident to, this Successor Agreement shall be brought, if at all, in the United States District Court for the District of Columbia.
- 5.5 Irreparable Injury. Marlink agrees that if for any reason Marlink fails to perform any significant obligations under this Successor Agreement, irreparable injury to the United States would be caused as to which money damages would not be an adequate remedy.

Accordingly, Marlink agrees that, in seeking to enforce this Successor Agreement, the DOJ shall be entitled, in addition to any other remedy available at law or equity, to specific performance and injunctive or other equitable relief.

- 5.6 Sovereign Immunity. Marlink 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 government from any legal action, suit or proceeding or from setoff or counterclaim relating to this Successor Agreement from the jurisdiction of any competent court or FCC, from service of process, from attachment prior to judgment, from attachment in and of execution of a judgment, from execution pursuant to a 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 Successor Agreement or the obligations herein (including any obligation for the payment of money) in any proceeding brought by any U.S. federal, state, or local Governmental Authority. Marlink 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 at any time any action is initiated by a U.S. federal, state or local Governmental Authority with respect to or relating to this Successor Agreement.

ARTICLE 6: NON-OBJECTION BY DOJ

- 6.1 FCC Approval. Upon execution of this Successor Agreement by all Parties and execution of the Successor Implementation Plan by Marlink, the DOJ shall promptly notify the FCC that, provided the FCC adopts a condition substantially the same as set forth in Exhibit A attached hereto (the "Condition to FCC Licenses"), the DOJ has no objection to the granting of the FCC Approval.
- 6.2 Future Applications. The DOJ agrees not to object to any Marlink application or petition, filed with the FCC after the Effective Date, for a license or other authority under Titles II and III of the Communications Act of 1934, as amended, to provide service to and operate MESs in the United States for communications utilizing the Inmarsat system, provided that such application or petition makes clear that the terms and conditions of this Successor Agreement apply to any license or other authority issued pursuant to that application or petition. Nothing in this Successor Agreement or the Successor Implementation Plan shall preclude the DOJ from opposing, formally or informally, any FCC application by Marlink to transfer its license(s) to a third party or other authority.
- 6.3 CFIUS. Provided that the FCC adopts the Condition to FCC Licenses, and provided that Marlink complies with the terms of this Successor Agreement, the Attorney General shall not make any objection concerning the foreign ownership of Marlink, or any other aspect of the Marlink Acquisition, to the CFIUS or the President. This commitment, however, does not extend to any objection the Attorney General may wish to raise with the CFIUS

or the President in the event (1) that the Attorney General learns that the representations of Marlink recited herein are untrue or materially incomplete, or (2) of any material change in the circumstances associated with the Marlink Acquisition.

ARTICLE 7: OTHER REPRESENTATIONS AND OBLIGATIONS OF THE PARTIES

- 7.1 Right to Make and Perform Successor Agreement. Marlink represents that, to the best of its knowledge, Toruk and Marlink have and shall continue to have throughout the term of this Successor Agreement the full right to enter into this Successor Agreement and perform their obligations hereunder and that this Successor Agreement is a legal, valid, and binding obligation enforceable in accordance with its terms.
- 7.2 De jure or de facto control of Marlink. Marlink shall promptly provide the DOJ written notice and copies of any filing with the FCC or any other U.S. Governmental Authority relating to changes in the *de jure* or *de facto* control of Marlink, including filings with the FCC for assignments or transfers of control involving Marlink that are *pro forma*. Written notice and copies of such filings shall be provided concurrently with such filing. Marlink shall notify the DOJ ten (10) days in advance of any name changes of the parties to this NSA.
- 7.3 Joint Ventures. If Marlink enters into joint ventures under which a joint venture or another entity may provide Domestic Communications, and if Marlink has the power or authority to exercise *de facto* or *de jure* control over such entity, then Marlink will ensure that entity shall fully comply with the terms of this Successor Agreement and the Successor Implementation Plan. To the extent Marlink does not have such power or authority over such an entity, Marlink shall in good faith endeavor to have such entity comply with this Successor Agreement and the Successor Implementation Plan and shall consult with the DOJ about the activities of such entity.
- 7.4 Notice of Decision to Store Information Outside of the United States. Marlink shall provide to the DOJ thirty (30) days' advance notice if it plans to store outside the United States any Domestic Communications or, if related to Domestic Communications, any Call Associated Data, Transactional Data, Subscriber Information or billing records maintained in the United States by Marlink other than the information stored in Aussaguel, France, as previously disclosed to Team Telecom. Such notice shall, at a minimum, (a) include a description of the type of information to be stored outside the United States, (b) identify the custodian of the information if other than Marlink and (c) identify the location where the information is to be located, and (d) identify the factors considered in deciding to store the information outside of the United States (See Article 2.5).
- 7.5 Control of Marlink. Marlink shall provide to the DOJ written notice within fourteen (14) days of learning that any single foreign entity or individual, other than Marlink or a Marlink affiliate that is wholly owned by Toruk, has acquired or is in the process of

acquiring Control of Marlink. To the extent known to Marlink, such notice shall, at a minimum,

- a. identify the entity or individual(s) (specifying the name, addresses and telephone numbers of the entity);
- b. identify the beneficial owners of the increased or prospective increased interest in Marlink 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 in Marlink acquired in the transaction that has resulted in or will likely result in the entity or individual(s) increasing their ownership interest in or Control of Marlink.

7.6 Control by Board of Directors. If any member of Marlink's Board of Directors or member of Marlink's senior management, including a Chief Executive Officer, President, General Counsel, Chief Technical Officer, Chief Financial Officer or other senior officer, learns that any foreign government:

- a. plans to exercise or has exercised, as a direct or indirect shareholder of Marlink, any Control of Marlink in a way that interferes with or impedes Marlink's performance of its duties and obligations under the terms of this Successor Agreement, interferes with or impedes Marlink's exercise of its rights under the terms of this Successor Agreement or foreseeably concerns matters addressed in this Successor Agreement, or
- b. plans to participate or has participated in any aspect of the day-to-day management of Marlink in a way that interferes with or impedes the performance by Marlink of its duties and obligations under the terms of this Successor Agreement, or interferes with or impedes the exercise by Marlink of its rights under the Successor Agreement,

then such member shall promptly notify the appropriate representative of Marlink, who in turn shall promptly notify the DOJ in writing of the timing and the nature of the foreign government's plans and/or actions.

7.7 Reporting of Incidents. Marlink shall take all practicable steps to ensure that if any Marlink official or employee or a contractor or agent retained by Marlink acquires any information that reasonably indicates:

- a. a breach of this Successor Agreement,
- b. Electronic Surveillance of Domestic Communications conducted in violation of federal, state or local law or regulation,
- c. access to or disclosure of CPNI or Subscriber Information for Domestic Communications under Marlink's Control in violation of federal, state or local law or regulation (except for violations of FCC regulations relating to improper use of CPNI), or
- d. improper access to or disclosure of Classified, Controlled Unclassified or Sensitive Information in Marlink's possession,

then the individual shall notify the appropriate representative of Marlink, who in turn shall notify the DOJ in writing. This report shall be made promptly and in any event no later than ten (10) calendar days after Marlink acquires such information. Such information need not be disclosed where disclosure of such information would be in violation of an order of a U.S. court of competent jurisdiction.

- 7.8 Effective Date of Successor Agreement. Unless otherwise specified in this Successor Agreement, the provisions of this Successor Agreement shall take effect immediately upon the Effective Date.
- 7.9 Annual Report. On or before the last day of January of each year, Marlink (on behalf of itself and Toruk) shall submit to the DOJ a report assessing compliance by Marlink and Toruk with the terms of this Successor Agreement for the preceding calendar year (or since the Effective Date in the case of the first such report). The report shall include:
- a. A copy of the policies and procedures adopted to comply with this Successor Agreement;
 - b. A summary of the changes, if any, to the policies or procedures, and the reasons for those changes;
 - c. A summary of any known acts of material noncompliance with the terms of this Successor Agreement, 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; and
 - d. Identification of any other issues that, to Marlink's knowledge, will or reasonably could affect the effectiveness of or compliance with this Successor Agreement.
- 7.10 Outsourcing to Agents or Other Third Parties. If Marlink outsources any functions, requirements, networks, infrastructure, activities, services, processes, facilities or other obligations covered by this Successor Agreement to an agent, contractor or other third party ("third party"), Marlink shall take reasonable steps to ensure that the third party complies with the terms of this Successor Agreement applicable to the outsourced function. Such steps shall include: (a) Marlink shall include in the contracts of such third parties written provisions requiring that such third parties comply with all applicable terms of the Successor Agreement (or take other reasonable, good-faith measures to ensure that such third parties are aware of, agree to comply with and are bound by the applicable obligations under this Successor Agreement), (b) if Marlink learns that an outsourcing third party or the outsourcing third party's employee has violated a provision of this Successor Agreement, Marlink will notify the DOJ promptly, and (c) with consultation with the DOJ, Marlink will take the steps necessary to rectify the situation, which steps may (among others) include terminating the arrangement with the outsourcing third party, initiating and pursuing litigation or other remedies at law and equity, and/or assisting and cooperating with the DOJ in pursuing legal and equitable remedies.

ARTICLE 8: FREEDOM OF INFORMATION ACT

- 8.1 Protection from Disclosure. The DOJ shall take all reasonable measures to protect from public disclosure all information submitted by Marlink to the DOJ in connection with this Successor Agreement and clearly marked with the legend "Confidential; Subject to Protection Under 5 U.S.C. Section 553(b); Not to be Released Without Notice to Marlink" or other designation of confidentiality or proprietary sensitivity. Such markings shall signify that it is Marlink's position that the information so marked constitutes trade secrets and/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). For purposes of 5 U.S.C. § 552(b)(4), the Parties agree that information so marked is voluntarily submitted. 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, the DOJ shall notify Marlink of the intended disclosure as provided by Executive Order 12600, 52 Fed. Reg. 23781 (June 25, 1987). If Marlink objects to the intended disclosure and its objections are not sustained, the DOJ, as appropriate shall notify Marlink 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.
- 8.2 Use of Information for U.S. Government Purposes. Nothing in this Successor Agreement shall prevent the DOJ from lawfully disseminating information as appropriate to seek enforcement of this Successor Agreement, provided that the DOJ take all reasonable measures to protect from public disclosure the information marked as described in Article 8.1.

ARTICLE 9: OTHER

- 9.1 Notices. All written communications, or other written notices relating to this Successor Agreement, such as a proposed modification, shall be in writing and shall be deemed to have been duly given or made as of the date of receipt and shall be:
- a. delivered personally;
 - b. sent by facsimile;
 - c. sent by documented overnight courier service; or
 - d. sent by registered or certified mail, postage prepaid, and

addressed to the Parties' designated representatives at the addresses shown below or to such other representatives at such others addresses as the Parties may designate in accordance with this Article.

U.S. Department of Justice
Assistant Attorney General for National Security
Attn: Director, Foreign Investment Review Staff
600 E Street NW, 10th Floor
Washington, D.C. 20004

with an electronic copy to:

Joanne Ongman
Joanne.Ongman@usdoj.gov

Thomas Collins
Marlink, Inc.
11707 South Sam Houston Parkway West
Suite A
Houston, Texas 77031
+1 713 910 3352

and

Bertrand Pivin
Toruk AS
Dronning Eufemias gate 14
0191 Oslo, Norway
+47 23 27 96 01

with a copy to:

Kent Bressie
Harris, Wiltshire & Grannis LLP
1919 M Street, N.W., Suite 800
Washington, D.C. 20036-3537
+1 202 730 1337
kbressie@hwglaw.com

- 9.2 Headings. The article and section headings and numbering in this Successor Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Successor Agreement.
- 9.3 Other Laws. Nothing in this Successor Agreement is intended to limit or constitutes a waiver of (1) any obligations or rights imposed by any U.S. federal, state, or local law, or regulation on the Parties, (2) any enforcement authority available under any U.S. federal, state or local law, or regulation, (3) the sovereign immunity of the United States, or (4) any authority over Marlink's activities or facilities located within or outside the United States that the U.S. Government may possess. Nothing in this Successor Agreement is intended to or is to be interpreted to require the Parties to violate any applicable U.S. law.
- 9.4 Statutory Reference. All references in this Successor Agreement to statutory provisions and executive orders shall include any future amendments to such statutory provisions and executive orders.

- 9.5 Non-Parties. Nothing in this Successor Agreement is intended to confer or does confer any rights or obligations on any Person other than the Parties and any Governmental Authorities within the United States entitled to effect Electronic Surveillance pursuant to Lawful U.S. Process.
- 9.6 Exemption. None of the terms of this Successor Agreement shall apply to (a) any carrier-to-carrier or wholesale carrier services that a Marlink entity other than Marlink provides in the United States exclusively pursuant to Section 214 of the Communications Act of 1934, or (b) any noncommunications services provided by Marlink unrelated to the provision of Domestic Communications.
- 9.7 Modification. This Successor Agreement may be modified only by written agreement signed by all of the Parties. The DOJ agrees to consider in good faith possible modifications to this Successor Agreement if the obligations imposed on Marlink under this Successor Agreement become unduly burdensome, adversely affect Marlink's competitive position or are materially more restrictive than those imposed on other U.S. and foreign licensed service providers in like circumstances in order to protect U.S. national security, law enforcement, and public safety concerns. If the DOJ finds that the terms of this Successor Agreement are inadequate to address national security, law enforcement, and public safety concerns presented by an acquisition by Toruk in the United States after the date that all the Parties have executed this Successor Agreement, Marlink shall negotiate in good faith to modify this Successor Agreement to address those concerns. Any substantial modification to this Successor Agreement shall be reported to the FCC within thirty (30) days after approval in writing by the Parties.
- 9.8 Partial Invalidity. If any portion of this Successor Agreement is declared invalid by a U.S. court of competent jurisdiction, this Successor Agreement shall be construed as if such portion had never existed, unless such construction would constitute a substantial deviation from the Parties' intent as reflected in this Successor Agreement.
- 9.9 Counterparts. This Successor Agreement may be executed in one or more counterparts, including by facsimile, each of which shall together constitute one and the same instrument.
- 9.10 Successors and Assigns. This Successor Agreement shall inure to the benefit of, and shall be binding upon, the Parties, and their respective successors and assigns. This Successor Agreement shall apply in full to any entity or asset, whether acquired before or after the Effective Date, over which Marlink, including its successors or assigns, has the power or authority to exercise *de jure* or *de facto* control.
- 9.11 Termination of Successor Agreement. This Successor Agreement shall be null and void in its entirety if Toruk, Marlink, and ADH fail to receive the FCC Approval, or for any other reason fails to consummate successfully and fully the Marlink Acquisition.

Date: May 24, 2016

United States Department of Justice

By: 

Richard C. Soffeld
Director
Foreign Investment Review Staff
National Security Division

Toruk AS

By: _____

A handwritten signature in black ink, appearing to read "Bertrand Pivin", is written over a horizontal line. The signature is fluid and cursive.

Date: May 20, 2016

Bertrand Pivin
President and Board Member
Toruk AS
Dronning Eufemias gate 14
0191 Oslo, Norway

Marlink, Inc.

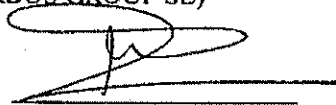
Date: 5/19, 2016

By: Thomas Collins

Thomas Collins
President
11707 South Sam Houston Parkway West
Suite A
Houston, Texas 77031

EUROPEAN AERONAUTIC DEFENCE AND
SPACE COMPANY EADS N.V. (now known as
AIRBUS GROUP SE)

Date: May 20, 2016

By: 

Marwan Lahoud
Chief Strategy and Marketing Officer
Mendelweg 30
2333 CS Leiden
The Netherlands

ASTRIUM HOLDING SAS (now known as
AIRBUS DS HOLDING S.A.S. ("ADH"))


Date: 20/05, 2016

By: _____

François Augue
President
66 Route de Verneuil
78130 Les Mureaux
France

MOBSAT HOLDING NORWAY AS (now known
as MARLINK AS)

Date: 5/19, 2016

By:  _____

Stein Anderssen
Chairman
Lysaker Torg 45
1366 Lysaker
Norway

VIZADA AS (known as ASTRIUM SERVICES
BUSINESS COMMUNICATIONS AS and
subsequently merged into MARLINK AS)

Date: 5/19, 2016

By: 

Stein Anderssen
Chairman
Marlink AS
Lysaker Torg 45
1366 Lysaker
Norway

MOBSAT HOLDING US CORP. (now known as
AIRBUS DS SYSTEMS HOLDINGS, LLC
("ADS"))

Date: MAY 20, 2016

By: Harvey Nathan

Harvey Nathan
Secretary
2550 Wasser Terrace
Suite 3000
Herndon, Virginia 20171

VIZADA FEDERAL SERVICES, INC.

Date: MAY 20, 2016

By: Harvey Nathan

Harvey Nathan
Secretary
2550 Wasser Terrace
Suite 3000
Herndon, Virginia 20171

VIZADA SERVICES HOLDING, INC.

Date: MAY 20, 2016

By: Harvey Nathan

Harvey Nathan
Secretary
2550 Wasser Terrace
Suite 3000
Herndon, Virginia 20171

Date: MAY 20, 2016

VIZADA SERVICES LLC

By: Harvey Nathan

Harvey Nathan
Secretary
2550 Wasser Terrace
Suite 3000
Herndon, Virginia 20171

EXHIBIT A
CONDITION TO FCC LICENSES

IT IS FURTHER ORDERED, that the authorizations and the licenses related thereto are subject to compliance with the provisions of the Successor Agreement attached hereto between Toruk AS, and Marlink, Inc., and the Department of Justice (the "DOJ"), dated _____, 2016, which Successor Agreement is designed to address national security, law enforcement, and public safety concerns of the DOJ regarding the authorizations and licenses granted herein. Nothing in this Successor Agreement is intended to limit any obligation imposed by Federal law or regulation including, but not limited to, 47 U.S.C. § 222(a) and (c)(1) and the FCC's implementing regulations.