



Christopher DiFrancesco  
Vice President, General Counsel and Secretary

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Chief, Foreign Investment Review Section (FIRS)  
Deputy Chief, Compliance and Enforcement (FIRS)  
On Behalf of the Assistant Attorney General for National Security  
United States Department of Justice  
National Security Division  
175 N Street, NE  
Washington, DC 20530

Subject: Telesat, FCC File Nos. ITC-T/C-20201215-00208; SAT-T/C-20201215-00145;  
SES-T/C-20201215-01389; SES-T/C-20201215-01390; SES-T/C-20201215-01391; SES-  
T/C-20201216-01411; SES-T/C-20201216-01412; SES-T/C-20201216-01413 (TT 21-  
001 to 008), Applications by Telesat Canada, subsidiaries Skynet Satellite Corp.; Telesat  
Network Services, Inc.; Infosat Able Holdings, Inc., and Telesat Corporation for consent  
to transfer control of international Section 214, and satellite space and earth station  
authorizations

Dear Sir/Madam:

This Letter of Agreement (“LOA” or “Agreement”) sets forth the commitments that Telesat Canada and its subsidiaries Skynet Satellite Corp.; Telesat Network Services, Inc.; and Infosat Able Holdings, Inc., and Telesat Corporation (collectively, “Telesat”) make to the U.S. Department of Justice (“USDOJ”), including the Federal Bureau of Investigation (“FBI”), to address national security and law enforcement risks arising from the above-referenced applications to the Federal Communications Commission (“FCC”) requesting consent to transfer control of international Section 214 authorizations pursuant to Section 214 of the Communications Act of 1934, as amended, 47 U.S.C. § 214, and the implementing regulation at 47 C.F.R. § 63.18(e)(1), and consent to transfer control of satellite space and earth station authorizations pursuant to 47 C.F.R. § 25.137.

Telesat certifies as true and correct, under penalties outlined in 18 U.S.C. § 1001, all statements it or its representatives have made to USDOJ, the Department of Homeland Security, the Department of Defense, and the FCC in the course of the reviews of the above-referenced applications that were conducted pursuant to Executive Order 13913<sup>1</sup>, and they hereby adopt those statements as the basis for this LOA.

Unless otherwise noted herein, this LOA replaces the June 21, 2007 Letter placed as a condition on Telesat Canada’s licenses. *See In the Matter of Bce Inc. & Loral Skynet Corp. Transferors/assignors & 4363205 Canada Inc., 4363213 Canada Inc., & Skynet Satellite Corp. Transferees/assignees for Consent to Transfer of Control or Assignment of Licenses & Authorizations Held by Telesat Canada, Able Infosat Commc'nns, Inc., Loral Skynet Corp., &*

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<sup>1</sup> 85 Fed. Reg. 19643 (Apr. 8, 2020).

*Loral Skynet Network Servs., Inc. & Petitions for Declaratory Ruling That the Transaction Is Consistent with Section*, 22 F.C.C. Rcd. 18049, 18059 ¶ 30 (2007).

## **Definitions**

1. For purposes of this LOA, the following definitions apply:
  - a. “Access” means: (1) to enter a location; or (2) to obtain, read, copy, edit, divert, release, affect, alter the state of, or otherwise view data or systems in any form, including through information technology (IT) systems, cloud computing platforms, networks, security systems, and equipment (software and hardware). For the avoidance of doubt, Access shall be construed broadly to include rather than exclude considered conduct.
  - b. “Call Detail Record” (“CDR”) means the data records or call log records that contain information about each call made by a user and processed by a switch, call manager, or call server.
  - c. “Customer Proprietary Network Information” (“CPNI”) means as set forth in 47 U.S.C. § 222(h)(1).
  - d. “Cybersecurity Incident Response Plan” means a plan or processes put in place to develop and implement the appropriate activities to take action regarding a detected cybersecurity event that has been determined to have an impact on the organization prompting the need for response and recovery.
  - e. “Date of FCC Approval” means the date on which the FCC releases a public notice granting the FCC Application.
  - f. “Domestic Communications” (“DC”) means:
    - (i) Wire Communications or Electronic Communications (whether stored or not), from one location within the United States, including its territories, to another location within the United States; or
    - (ii) The U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates or terminates in the United States or its territories.
  - g. “Domestic Communications Infrastructure” (“DCI”) means any Telesat system that supports any communications originating or terminating in the United States, including its territories, including any transmission, switching, bridging, and routing 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, Telesat to provide, process, direct, control, supervise, or manage DC but would not include the systems of entities for which Telesat has a contracted arrangement for interconnection, peering, roaming, long-distance, or wholesale network Access.

- h. “Electronic Surveillance” means:
- (i) The interception of wire, oral, or electronic communications as set forth in 18 U.S.C. § 2510(1), (2), (4) and (12), respectively, and electronic surveillance as set forth 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 dialing, routing, addressing, or signaling information through pen register or trap and trace devices or other devices or features capable of acquiring such information pursuant to law as set forth in 18 U.S.C. § 3121 et seq. and 50 U.S.C. § 1841 et seq.;
  - (iv) Acquisition of location-related information concerning a subscriber or facility;
  - (v) Preservation of any of the above information pursuant to 18 U.S.C. § 2703(f); and
  - (vi) Access to or acquisition, interception, or preservation of, wire, oral, or electronic communications or information as described in (i) through (v) above and comparable state laws.
- i. “Foreign” means non-United States, or its territories.
- j. “Government” means any government, or governmental, administrative, or regulatory entity, authority, commission, board, agency, instrumentality, bureau or political subdivision, and any court, tribunal, judicial or arbitral body.
- k. “Internet Protocol Detail Record” (“IPDR”) means information about internet protocol based usage and other activities that can be used by operation support systems and business systems by recording data statistics that provide network insight on capacity, subscriber usage, and proactive network maintenance.
- l. “Lawful U.S. Process” means U.S. federal, state, or local court orders, subpoenas, warrants, processes, directives, certificates or authorizations, and other orders, legal process, statutory authorizations and certifications for Electronic Surveillance, physical search and seizure, production of tangible things or Access to or disclosure of DC, call-associated data, transactional data, Subscriber Information, or associated records.
- m. “Managed Network Service Provider” (“MNSP”) means any third party that has Access to Principal Equipment for the purpose of:
- (i) network operation; provisioning of Internet and telecommunications services; routine, corrective, and preventative maintenance, including switching, routing, and testing; network and service monitoring;

network performance, optimization, and reporting; network audits, provisioning, creation and implementation of modifications or upgrades; or

(ii) provision of DC or operation of DCI, including: customer support; Operations Support Systems (“OSS”); Business Support Systems (“BSS”); Network Operations Centers (“NOCs”); information technology; cloud operations/services; 5G (SDN, NFV, Applications); and datacenter services and operations.

n. “Network Operations Center” (“NOC”) means any locations and facilities performing network management, monitoring, accumulating accounting and usage data, maintenance, user support, or other operational functions for DC.

o. “Offshore” means performing obligations of this LOA using entities and personnel outside of the territorial limits of the United States, whether or not those entities or personnel are employees of Telesat.

p. “Outsource” means, with respect to DC, supporting the services and operational needs of Telesat at issue in this LOA using contractors or third parties.

q. “Personally Identifiable Information” or “PII” means any information that uniquely identifies and correlates to a natural person or can be used to distinguish or trace a natural person’s identity, alone, including his or her name, social security number, or biometric records, or when combined with other personal or identifying information that is linked or linkable to a specific individual, including date and place of birth, or parent’s surname.

r. “Principal Equipment” means all telecommunications and information network equipment (*e.g.*, hardware, software, platforms, OS, applications, protocols) that supports core telecommunications or information services, functions, or operations.

s. “Security” means a condition that results from the establishment and maintenance of protective measures that enable an organization to perform its mission or critical functions despite risks posed by threats to its use of systems. Protective measures may involve a combination of deterrence, avoidance, prevention, detection, recovery, and correction that should form part of the organization’s risk management approach.

t. “Security Incident” means:

- (i) Any known or suspected breach of this LOA, including a violation of any approved plan, policy, or procedure under this LOA;
- (ii) Any unauthorized Access to, or disclosure of, U.S. Records;
- (iii) Any unauthorized Access to, or disclosure of, information obtained from or relating to Government entities; or

- (iv) Any one or more of the following which affect Telesat's computer network(s) or associated information systems:
- A. Unauthorized disruptions to a service or denial of a service;
  - B. Unauthorized processing or storage of data;
  - C. Unauthorized modifications to system hardware, firmware, or software, including the identification of vulnerabilities introduced through a cyber supply chain compromise;
  - D. Unplanned incidents that cause activation of Telesat's Cybersecurity Incident Response Plan;
  - E. Attempts from unauthorized sources to Access systems or data if these attempts to Access systems or data may materially affect Telesat's ability to comply with the terms of this LOA; or
  - F. An unauthorized occurrence that (A) actually or imminently jeopardizes the integrity, confidentiality, or availability of information or an information system; or (B) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.
- u. "Sensitive Personal Data" means sensitive personal data as set forth in 31 C.F.R. § 800.241.
- v. "Subscriber Information" means any information of the type referred to and accessible subject to the procedures set forth in 18 U.S.C. § 2703(c)(2) or 18 U.S.C. § 2709, as amended or superseded.
- t. "U.S. Records" means Telesat's customer billing records, Subscriber Information, PII, Sensitive Personal Data, CDRs, IPDRs, CPNI, and any other information used, processed, or maintained in the ordinary course of business related to the services offered by Telesat within the United States, including information subject to disclosure to a U.S. federal or state governmental entity under the procedures set forth in 18 U.S.C. § 2703(c), (d) and 18 U.S.C. § 2709.

## Personnel

2. Telesat agrees to designate and maintain a U.S. law enforcement point of contact ("LEPOC") in the United States who will be subject to prior approval by USDOJ, including the FBI. The LEPOC shall be a U.S. citizen residing in the United States or its territories unless USDOJ otherwise agrees in writing. The LEPOC must be approved by the FBI to receive service of Lawful U.S. Process for U.S. Records and, where possible, to assist and support lawful requests for surveillance or production of U.S. Records by U.S. federal, state, and local law enforcement agencies.

3. Telesat agrees to provide the LEPOC's PII to USDOJ within 15 days of the Date of FCC Approval. USDOJ agrees to provide an objection or non-objection within 15 days from receiving the LEPOC's PII.

4. Telesat agrees to notify USDOJ, including the FBI, in writing at least 30 days prior to modifying its LEPOC for USDOJ and FBI objection or non-objection. For those cases involving the unexpected firing, resignation, or death of LEPOC, written notice will be provided within five days of such event. Under these circumstances, USDOJ and FBI will object or non-object to the replacement LEPOC within 30 days of notification.

5. Telesat agrees that the designated LEPOC will have Access to all U.S. Records, and, in response to Lawful U.S. Process, will make such records available promptly and, in any event, will respond to the request no later than five days after receiving such Lawful U.S. Process unless USDOJ grants an extension.

6. Telesat agrees to implement, either directly or through a vendor, a process to screen newly hired Telesat personnel or any personnel of an approved Outsourced or Offshored service provider performing under an agreement with Telesat. The personnel screening process shall include background investigations, public criminal records checks, or other analogous means to ascertain a person's trustworthiness. Telesat further agrees to provide USDOJ with a written description of this personnel-screening process no later than 60 days after the Date of FCC Approval for USDOJ objection or non-objection. USDOJ agrees to object or non-object within 60 days of receiving notice.

7. Infosat Able Holdings, Inc., Skynet Satellite Corporation, and Telesat Network Services, Inc. agree to notify USDOJ of all their Foreign person employees, or Foreign person employees of approved Outsourced or Offshored service providers, that it intends to allow Access to U.S. Records, DC, or DCI. Infosat Able Holdings, Inc., Skynet Satellite Corporation, and Telesat Network Services, Inc. agree to make such notification within 30 days of providing such Access; or, with respect to any Foreign persons with such Access as of the Date of FCC Approval, within one year of the Date of FCC Approval; and agrees to provide the PII to USDOJ for each Foreign person so identified. Upon request by USDOJ, Telesat Canada, and Telesat Corporation agree to identify for USDOJ the total number of and job categories of Foreign person employees, or Foreign person employees of approved Outsourced or Offshored service providers, that are allowed Access to U.S. Records, DC, or DCI. Telesat agrees to provide the total number of and job categories of Foreign persons within 30 days of such request . If requested by USDOJ, Telesat Canada and Telesat Corporation further agree to provide the PII to USDOJ for each Foreign person within the categories so identified within 30 days of USDOJ's request. Telesat agrees to deny Access to any Foreign person identified pursuant to this paragraph if requested by USDOJ.

### **Security Officer**

8. Telesat agrees to designate and maintain a Security Officer who is a United States citizen residing in the United States. Telesat may also designate an alternate Security Officer to fulfill the responsibilities of the primary Security Officer in the event of his/her unavailability. The Security Officer will be eligible, at the sole discretion of the USDOJ, to hold and maintain a U.S. Government security clearance at the "Secret" level or higher immediately upon appointment. The Security Officer will have the appropriate authority and skills to implement the

terms of this LOA and to address security concerns identified by USDOJ. The Security Officer will have the appropriate senior-level corporate authority within Telesat to perform his/her duties under this LOA. The Security Officer will possess the necessary resources and skills to enforce this LOA and to act as a liaison to the USDOJ regarding compliance with this LOA and to address any national security or law enforcement issues arising during Telesat's due course of business. Telesat will provide the Security Officer with Access to Telesat's business information that is necessary for the Security Officer to perform his/her duties.

9. The Security Officer will be available 24 hours per day, 7 days per week, to respond to and address any national security or law enforcement concerns that USDOJ may raise with respect to Telesat or its operations, except that if Telesat designates an Alternate Security Officer, then in the event that the Security Officer is unavailable, the Alternate Security Officer will be available to respond to and address such concerns. Upon request by USDOJ, the Security Officer or, as applicable, Alternate Security Officer, will make himself/herself available in person within the United States or its territories within 72-hours, at a date and location, including in a classified setting, as deemed necessary by USDOJ.

10. Telesat agrees to nominate a proposed candidate for Security Officer to USDOJ within 15 days from when the FCC approves Telesat's petition, and thereafter will provide at least 10 days' notice of a Security Officer's departure, and 30 days' prior notice of a new Security Officer designation (except in the case of the unexpected firing, resignation, or death of the Security Officer in which case such written notice of such departure or designation must be provided within five days of such event) of such proposed change. Telesat further agrees to not maintain a vacancy or suspension of the Security Officer position for a period of more than 60 days. In the event that Telesat designates an Alternate Security Officer, Telesat will nominate a proposed candidate for Alternate Security Officer at least 30 days prior to the date on which Telesat proposes to designate an Alternate Security Officer. All Security Officer nominations and any Alternate Security Officer nominations will be subject to USDOJ review and non-objection and may be subject to a background check at the sole discretion of USDOJ. Telesat agrees to address concerns raised by USDOJ regarding the selection and identity of the Security Officer and any Alternate Security Officer.

### **Lawful U.S. Process and Requests for Information**

11. Telesat agrees to comply with all applicable lawful interception statutes, regulations, and requirements, as well as comply with all court orders and other Lawful U.S. Process for lawfully authorized Electronic Surveillance. Telesat further agrees to certify to USDOJ its compliance with the Communications Assistance for Law Enforcement Act ("CALEA"), 47 U.S.C. §§ 1001-1010, and its implementing regulations, within 30 days from the Date of FCC Approval.

12. Telesat agrees to provide notice of any material modification to its lawful intercept capabilities to USDOJ within 30 days of such modification, and will re-certify its compliance with CALEA no more than 60 days following its notice to USDOJ of any material new facilities, services, or capabilities.

13. Upon receipt of any Lawful U.S. Process, Telesat agrees to place any and all information responsive to the Lawful U.S. Process within the territorial boundaries of the United States and otherwise provide such responsive information to the requesting officials, in a manner and time consistent with the Lawful U.S. Process.

14. Telesat agrees not to provide, or otherwise allow the disclosure of, or Access to, U.S. Records, DCI that is located in the United States or its Territories, DCI that is located outside the United States or its Territories and is used to support Infosat's services, DC, or any DC-related call content or call data information, to any Foreign Government, unaffiliated Foreign entity, or any Foreign person other than a Foreign person who has been screened or who is exempt from screening as set forth in Paragraph 6 above (an "Unauthorized Foreign Person"), without prior written consent of USDOJ, or a court of competent jurisdiction in the United States, provided that nothing in this provision shall be construed to prevent Telesat from allowing users to access their own account information through standard access tools or customer care requests. Telesat may submit PII of foreign persons for USDOJ objection or non-objection to receive the disclosure of, or Access to, U.S. Records, DCI, DC, or any call content or call data information. USDOJ will respond within 60 days of the submission.

15. Telesat agrees not to disclose the receipt of Lawful U.S. Process, or compliance with Lawful U.S. Process, to any Foreign Government, unaffiliated Foreign entity, or any person not authorized under the Lawful U.S. Process, without prior written consent of USDOJ, or a court of competent jurisdiction in the United States.

16. Telesat agrees to refer any requests for information described in Paragraph 14 of this LOA from a Foreign person or a Foreign Government, including any legal process from a Foreign Government, to USDOJ as soon as possible, but in no event later than five days after such a request, or legal process, is received by, or made known to, Telesat, unless disclosure of the request, or legal process, would be in violation of U.S. law, or in violation of an order of a court of competent jurisdiction in the United States.

17. Telesat agrees not to comply with such requests from Foreign Governments and Foreign persons without prior written consent of USDOJ, or an order of a court of competent jurisdiction in the United States.

18. Telesat agrees to ensure that U.S. Records are not subject to mandatory destruction under any Foreign laws.

### **Unauthorized Access and Security Incidents**

19. Telesat agrees to take all practicable measures to prevent unauthorized Access to U.S. Records, DC, and the DCI.

20. Telesat agrees to take all practicable measures to prevent any unlawful use or disclosure of information relating to U.S. Records or DC.

21. Telesat agrees to prepare: (1) a Cybersecurity Plan; and (2) a comprehensive System Security Plan (“SSP”) (together the “Plans”), each of which shall be guided by the current version of the National Institute of Standards and Technology (NIST) Cybersecurity Framework, and incorporate applicable controls found in NIST SP 800-53, NIST SP 800-171, or other international information security standards. Telesat will provide copies of the Plans to USDOJ within 90 days of the Date of FCC Approval for objection or non-objection. Furthermore, Telesat agrees that the Plans will be updated when appropriate to conform with evolving information security standards, and Telesat will make additional modifications to the Plans, if requested by USDOJ, and will work with USDOJ to implement such modifications to USDOJ’s satisfaction. USDOJ agrees to object or non-object within 60 days of receiving each version of the Plans.

22. Telesat agrees that its Plans will include, without limitation, policies relating to its information security, supply chain security, cybersecurity incident response, remote access, physical security, cybersecurity, third-party contractors, Outsourcing and Offshoring, maintenance and retention of system logs, protection of Lawful U.S. Process, protection of U.S. Records obtained by Telesat in the ordinary course of business, and Telesat’s plans regarding new contracts or amendments to existing contracts with third-party providers requiring those third parties to notify Telesat in the event of a breach or loss of U.S. Records within a specified time period after discovery, not to exceed 48 hours from the time of discovery.

23. Telesat further agrees to take timely and appropriate remedial measures, as recommended by the US-Computer Emergency Readiness Team/Cybersecurity and Infrastructure Security Agency (“US-CERT”)/“CISA”), an Information Sharing and Analysis Center (“ISAC”), or other authority approved by USDOJ, to respond and recover from any cyber or supply chain attacks and mitigate vulnerabilities.

24. Within 60 days from the Date of FCC Approval Telesat agrees to provide to USDOJ updated network diagrams and topology maps showing all DC-related facilities, devices, interfaces, Points of Presence (PoPs), exchange points, and NOCs .

25. Telesat agrees to notify USDOJ at least 30 days prior to changing the location for storage of U.S. Records for USDOJ objection or non-objection. Such notice shall include:

- a. A description of the type of information to be stored in the new location;
- b. The custodian of the information (even if such custodian is Telesat);
- c. The location where the information is to be stored;
- d. Updated SSP and Cybersecurity Plans detailing the physical/logical protections at the new location; and
- e. The factors considered in deciding to store that information in the new location.

USDOJ will object or non-object within 30 days of receipt of Telesat’s submission.

### **Reporting Incidents and Breaches**

26. Telesat agrees to report to USDOJ promptly, and in any event no later than 48 hours, after it learns of information that reasonably indicates a known or suspected:

- a. Security Incident;
- b. Unauthorized Access to, or unauthorized disclosure of, any non-public information relating to services provided by Telesat in the United States or referring or relating in any way to Telesat's customers in the United States or its territories;
- c. Any unauthorized Access to, or unauthorized disclosure of, DC in violation of U.S. federal, state, or local law; or
- d. Any material breach of the commitments made in this LOA.

27. Telesat agrees to require any third-party service provider to disclose to Telesat any data breach of any U.S. Records, or any loss of U.S. Records, whether from a data breach, or other cause, within 48 hours of the third party discovering the breach or loss. Telesat agrees further to require any third-party service provider to disclose to Telesat, within 48 hours of discovery, any critical exposure, threat, or vulnerabilities activating its Cybersecurity Incident Response Plan associated with the products or services provided to Telesat, including as a result of tainted software, introduction of malware, insertion of counterfeits, unauthorized production, tampering, theft, or insertion of malicious software and hardware, as well as poor development and manufacturing practices in the cyber supply chain.

28. Telesat further agrees to take timely and appropriate remedial measures, as recommended by US-CERT/CISA, an ISAC, or other authority approved by USDOJ, to respond to and recover from any cyber or supply chain incident and mitigate vulnerabilities.

29. Telesat agrees to notify USDOJ, including the points of contact ("POCs") listed in this LOA, in writing of any of the Security Incidents or breaches described in this LOA. Such notification shall take place no later than 48 hours after Telesat has knowledge of, or is informed by a third party providing Outsourced or Offshored services to Telesat of, the incident, intrusion, or breach has taken or is taking place, or sooner when required by statute or regulations.

30. Telesat agrees to notify the FBI and U.S. Secret Service as provided in 47 C.F.R. § 64.2011 within seven business days after reasonable determination that a person without authorization, or in exceeding their authorization, has gained Access to, used, or disclosed CPNI, whether through Telesat's network or that of a third party used by Telesat, and shall electronically report the matter to the central reporting facility through the following portal:  
<https://www.cpniReporting.gov>

## **Principal Equipment**

31. Telesat agrees to provide USDOJ within 90 days of the Date of FCC Approval, a list of Principal Equipment or categories of Principal Equipment for USDOJ objection, non-objection, or a request for more detail. The Principal Equipment list shall include the following:

- a. A complete and current list of all Principal Equipment, including:
  - (i) a description of each item and the functions supported,

- (ii) each item's manufacturer, and
- (iii) the model and/or version number of any hardware or software.

- b. The name, address, phone number, and website for any vendors, contractors, or subcontractors involved in providing, installing, operating, managing, or maintaining the Principal Equipment.

Within 60 days of receipt, USDOJ will object or non-object to the Principal Equipment List or request more detail.

32. Infosat Able Holdings, Inc., agree to notify USDOJ in writing at least 30 days prior to introducing any new make or model of Principal Equipment or modifying any of its Principal Equipment for USDOJ objection or non-objection. Telesat Canada, Telesat Corporation, Skynet Satellite Corporation, and Telesat Network Services, Inc. agree to provide in each annual report a list of the categories of new Principal Equipment introduced in the previous year. Upon request by USDOJ, Telesat Canada, Telesat Corporation, Skynet Satellite Corporation, and Telesat Network Services, Inc. agree to provide specific identification of any new make, model or modification of Principal Equipment within 90 days. USDOJ will object or non-object to such new Principal Equipment or modification to the Principal Equipment within 30 days of receipt of notice.

33. Telesat agrees to provide USDOJ with the name, address, phone number, and website of any providers, suppliers, and entities that will perform any maintenance, repair, or replacement that may result in any introduction of new Principal Equipment or modification to its Principal Equipment or systems or software used with or supporting the Principal Equipment. USDOJ will object or non-object to the nominated providers, suppliers, and entities selected by Telesat within 30 days of receipt of notice.

### **Outsourced and Offshored Services**

34. Telesat agrees to provide the USDOJ within 30 days of the Date of FCC Approval, a list of all Outsourced or Offshored service providers that provide services to Telesat for USDOJ objection or non-objection. The list should include any Outsourced or Offshored service provider that provides services for:

- a. MNSP services;
- b. NOC(s);
- c. Network maintenance services;
- d. Billing or customer support services;
- e. Any operation or service that could potentially expose the DCI, DC, or U.S. Records; and
- f. Deploying any network elements, hardware, software, core network equipment, and network management capabilities that are owned, managed, manufactured, or controlled by a Foreign Government or Foreign entities.

Telesat further agrees to provide the name, address, phone number, website, and description of services provided for each Outsourced or Offshored provider included on the list submitted to

USDOJ pursuant to this paragraph. USDOJ agrees to object or non-object to the Outsourced and Offshored service provider list within 60 days of receiving notice.

35. Telesat agrees to notify USDOJ in writing no less than 30 days prior to the use of any new Outsourced or Offshored service providers that will provide any of the services described in Paragraph 34. Telesat agrees that such notification shall include all of the identifying information contained in Paragraph 34 for the new Outsourced and Offshored service provider.

36. USDOJ agrees to object or non-object to any new Outsourced or Offshored service providers, within 30 days of receiving notice.

### **Emergency Remediation**

37. Where complying with Paragraphs 32, 33, or 35 would risk immediate and substantial harm to telecommunications infrastructure, systems or customer services, Telesat may undertake emergency remediation measures without first seeking the required advance USDOJ approval. Telesat must notify USDOJ as soon as practicable, but no later than 48 hours after initiating the remedial measures. Such notification must contain an explanation for proceeding without advance approval, a description of the emergency and an explanation as to why prior notification did not or could not occur. USDOJ retains the right to object to the Principal Equipment or Outsourced or Offshore Services employed or otherwise used to address the emergency, and if USDOJ objects Telesat agrees resolve the objection to USDOJ's reasonable satisfaction.

### **Network Operations Centers**

38. Telesat agrees to notify USDOJ in writing at least 60 days prior to changing, to a location outside the United States or Canada, the location of its NOCs for USDOJ objection or non-objection. Telesat will provide the address, owner (even if Telesat), Principal Equipment, and MSP (as well as any new Outsourced or Offshored service providers) of the NOC with the notification, as well as appropriately updated SSP and Cybersecurity Plans.

### **Change in Ownership and Service Portfolio**

39. Telesat agrees to provide USDOJ notice of any changes to its U.S. business, including but not limited to corporate structure changes, ownership changes, corporate name changes, business model changes, or corporate headquarter location changes, or business operation location changes no less than 30 days in advance of such change, but notices of pro forma transactions may be provided concurrently with notice to the FCC. Telesat also agrees to provide USDOJ notice within 30 days of initiating any bankruptcy proceeding or any other legal proceeding undertaken for the purpose of liquidating, reorganizing, refinancing, or otherwise seeking relief from all or some of Telesat's debts.

40. Telesat agrees to provide USDOJ notice of any material change to its current portfolio of DC-related U.S. service offerings, including offering other services beyond its current service portfolio, no less than 30 days in advance of such change.

## **Annual Report**

41. Telesat agrees to provide an annual report to USDOJ regarding the company's compliance with this LOA, to include:

- a. Certification that there were no changes during the preceding year (where no changes were reported to USDOJ during the year);
- b. Notice(s) regarding the company's handling of U.S. Records, DC, and Lawful U.S. Process (*i.e.*, whether handled properly and in accordance with the assurances contained herein) including a list of any Unauthorized Foreign Persons not previously reported to USDOJ with Access to U.S. Records, DC, and DCI;
- c. Notification(s) of the installation and/or purchase or lease of any new makes or models of Foreign-manufactured Principal Equipment not previously reported to USDOJ;
- d. Notification(s) of any relationships with Foreign-owned telecommunications partners, including any network peering (traffic exchange) or interconnection relationships not previously reported to USDOJ;
- e. Updated network diagrams and topology maps showing all DC-related facilities, devices, interfaces, PoPs, exchange points, and NOCs
- f. Updated SSP and Cybersecurity Plan;
- g. Updated organizational chart showing all owners with a 5% or greater ownership share known to Telesat;
- h. Report(s) of any occurrences of material Security Incidents;
- i. A re-identification of the location(s) that Telesat stores U.S. Records and the types of U.S. Records collected and stored;
- j. A re-identification of the name and contact information of the LEPOC;
- k. Certification of compliance with CALEA and any other applicable U.S. lawful interception statutes, regulations, and requirements;
- l. Upon request by USDOJ, a description of the services that Telesat provides in the United States and the specific services provided using the domestic and international Section 214 authorizations as well as services it provides in the United States that do not require Section 214 authority (to include a description of any services provided to government or critical infrastructure customers), and satellite and earth station authorizations; and

The annual report will be due one year after the Date of FCC Approval and every year thereafter. Telesat agrees to send electronic copies of the annual report and all notices and communications required under this LOA to the following individuals or any other individuals that DOJ identifies to Telesat in the future: Alice Suh Jou, USDOJ (at [alice.s.jou2@usdoj.gov](mailto:alice.s.jou2@usdoj.gov)); Loyaan Egal, USDOJ and Eric Johnson, USDOJ (at [Compliance.Telemc@usdoj.gov](mailto:Compliance.Telemc@usdoj.gov)) . Upon

USDOJ request, Telesat agrees to provide USDOJ with paper copies of any annual report, notices, or communications required under this LOA.

## **Site Visits**

42. Telesat agrees to permit USDOJ's requests for site visits and information, approve all requests to conduct on-site interviews of Telesat employees, and provide all documents necessary to verify the implementation of and compliance with the terms of this LOA, or to identify grounds for modification of this LOA.

## **Miscellaneous**

43. Telesat agrees to permit disclosure of confidential and highly confidential information submitted to the FCC pursuant to 47 C.F.R. § 0.442 to Federal government departments, agencies, and offices whose principals are listed in Section 3 of Executive Order 13913.

44. If USDOJ finds that the terms of this LOA are inadequate to resolve any national security or law enforcement risks, Telesat agrees to negotiate in good faith to resolve and promptly resolve these risks, according deference to the USDOJ's views on the need for modification. Rejection of a proposed modification shall not alone be dispositive, but failure to resolve national security or law enforcement risks may result in a 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 Telesat or its successors-in-interest, or any other appropriate enforcement action required to address the risks.

45. Telesat agrees that in the event that Telesat breaches the commitments set forth in this LOA, to include conduct contrary to timely USDOJ objection to any notice submitted pursuant to this LOA, a recommendation may be made that the FCC modify, condition, revoke, cancel, enter other declaratory relief, or render null and void any relevant license, permit, or other authorization granted by the FCC to Telesat or its successors-in-interest, in addition to pursuing any other remedy available by law or equity.

46. For purposes of counting days in this LOA, the day of the event that triggers the period is excluded, but every day thereafter is counted, including intermediate Saturdays, Sundays, and legal holidays. Include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

47. Telesat understands that, upon execution of this LOA by an authorized representative or attorney, or shortly thereafter, the FCC will be notified that there is no objection to grant of the applications.

48. This LOA shall be considered null and void in the event the restructuring described in the FCC Applications is not consummated.

Telesat Canada



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Chris DiFrancesco  
VP, General Counsel & Secretary

Skynet Satellite Corporation



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Chris DiFrancesco  
Secretary

Telesat Network Services, Inc.



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Chris DiFrancesco  
Secretary

Infosat Able Holdings, Inc.



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Chris DiFrancesco  
Secretary

Telesat Corporation



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Chris DiFrancesco  
VP, General Counsel & Secretary