

AGREEMENT

This AGREEMENT is made as of the date of the last signature affixed hereto (the "Effective Date"), by and between: TELENOR SATELLITE SERVICES HOLDINGS, INC. ("TSSH"), a Delaware Corporation; its wholly-owned subsidiaries, TELENOR SATELLITE, INC. ("TSI"), a Delaware Corporation, and TELENOR SATELLITE SERVICES, INC. ("TSS"), a Delaware Corporation, (with TSSH, TSI, and TSS collectively referred to as "Telenor USA"); and their Norwegian indirect sole owner and guarantor, TELENOR BROADBAND SERVICES AS ("TBS"), a limited liability company established pursuant to the laws of the Kingdom of Norway and headquartered in Oslo, Norway (with Telenor USA and TBS collectively referred to as "Telenor") on the one hand; and the FEDERAL BUREAU OF INVESTIGATION (the "FBI") and the UNITED STATES DEPARTMENT OF JUSTICE (the "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 system of the United States (see, e.g., Presidential Decision Directive 63 on Critical Infrastructure Protection);

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

WHEREAS, Telenor filed with the Federal Communications Commission (the "FCC" or "Commission") on May 4, 2001, a set of applications (the "Application") under Sections 214 and 310(d) of the Communications Act of 1934, as amended (the "Act"), seeking FCC approval for the assignment to TSI of certain Title II common carrier authorizations and Title III licenses (collectively, the "Licenses") of COMSAT Corporation and COMSAT General Corporation, both owned by Lockheed Martin Global Telecommunications Corporation (collectively "COMSAT"), in connection with the proposed acquisition by TSSH of the assets of COMSAT Mobile Communications ("CMC"), a business unit of COMSAT (with the proposed transaction referred to as the "CMC Acquisition", and to be fully consummated only upon approval by the FCC of COMSAT's assignment of the Licenses to TSI (the "FCC Approval"));

WHEREAS, as part of the Application, Telenor has also requested of the FCC a declaratory ruling that TSI's holding of the Licenses would serve the public interest and in all other respects be consistent with Section 310(b)(4) of the Act (the "Declaratory Ruling"), which ruling will reflect the current ownership by the Kingdom of Norway of approximately 79% of the shares of Telenor ASA, a Norway-incorporated, Oslo-based company that is publicly-listed

on the NASDAQ and Oslo stock exchanges and that is the ultimate parent of TBS, TSSH, TSI, TSS and other wholly-owned subsidiaries through which Telenor ASA would own the CMC business once its proposed acquisition by TSSH is complete;

WHEREAS, the Application also requests authorization for the assignment of (1) any licenses or authorizations issued to COMSAT for the benefit of CMC during the pendency of the Commission's consideration of the Application or during the period required for consummation of the assignments following the FCC Approval; and (2) applications that will have been filed by COMSAT for the benefit of CMC and that are pending at the time of consummation of the proposed assignments;

WHEREAS, on June 21, 2001, the Parties submitted to the FCC a joint Petition to Defer the Application pending the negotiation and execution of an Agreement to address U.S. national security, law enforcement and public safety issues in connection with the CMC Acquisition;

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, Telenor and COMSAT intend to submit or have submitted a voluntary notification (the "Notification") to CFIUS of the proposed CMC Acquisition, and Telenor has agreed to enter into this Agreement to resolve any national security or law enforcement issues that the DOJ and the FBI might have in their consideration of the Notification or any other process of U.S. government review of the CMC Acquisition, consistent with Article 6.3 below;

WHEREAS, Telenor represents that Telenor ASA is subject to the same rules and regulations under the Norwegian Public Limited Companies Act as all other corporations whose shares are traded on the Oslo Stock Exchange, and Telenor further represents that its operation of the CMC business will be fully insulated from Norwegian government involvement;

WHEREAS, in the course of reaching this Agreement, representatives of Telenor have represented to the DOJ and the FBI that (a) it has no present plans, and is aware of no present plans of any other entity, as a result of which Telenor USA will provide communications, or Telenor will provide Domestic Communications, through facilities located outside the United States except for *bona fide* commercial reasons, (b) no government has, as a direct or indirect shareholder of Telenor, special voting or veto rights concerning the actions of Telenor other than those that would apply to a similarly-situated non-government shareholder under applicable U.S. and Norwegian securities laws, and Telenor is aware of no plans the result of which would confer such rights to a government concerning the actions of Telenor, and (c) the CMC business, including any future provision of Inmarsat services related to U.S.-Licensed MESs, will be operated, on or after the Consummation Date, exclusively by or on behalf of Telenor USA; and

WHEREAS, Telenor represents that it will have no officers or directors directly appointed or nominated by the Kingdom of Norway and that Telenor will continue to be directed, operated and managed on a day to day basis by its board of directors and officers in accordance with regular commercial practices;

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

ARTICLE 1: DEFINITION OF TERMS

As used in this 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, or any predecessor or 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 CMC 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 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 Telenor 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 Telenor that are physically located in the United States, and (c) facilities in use by or on behalf of Telenor USA 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 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 "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).
- 1.17 "Non U.S.-Licensed MES" means an Inmarsat MES other than a U.S.-Licensed MES.
- 1.18 "Party" or "Parties" have the meaning given in the Preamble.
- 1.19 "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 the licenses as provided in 47 C.F.R. 63.24.
- 1.20 "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.
- 1.21 "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.
- 1.22 "Telenor" has the meaning given to it in the Preamble. It includes all successors and assigns of Telenor.
- 1.23 "Telenor Broadband Services AS" or "TBS" has the meaning given to it in the Preamble, and also encompasses its directly or indirectly wholly-owned Norway-incorporated subsidiaries, Telenor Satellite Mobile Ventures AS and Telenor Satellite Mobile AS, including all of their successors, assigns and subsidiaries.
- 1.24 "Telenor USA" has the meaning given to it in the Preamble. It includes all successors, assigns and subsidiaries of Telenor USA.
- 1.25 "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 Telenor USA

- 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.

- 1.26 "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.
- 1.27 "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 Agreement and the Implementation Plan.
- 1.28 "U.S.-Licensed MES" means an MES licensed by the Federal Communications Commission to or on behalf of Telenor.
- 1.29 "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 Agreement and the Implementation Plan.
- 1.30 "Wire Communication" has the meaning given it in 18 U.S.C. § 2510(1).
- 1.31 Other Definitional Provisions. Other capitalized terms used in this Agreement and not defined in this Article 1 shall have the meanings assigned them elsewhere in this Agreement. The definitions in this 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 Agreement, they shall be deemed to be followed by the words "without limitation."

ARTICLE 2: INFORMATION STORAGE AND ACCESS

- 2.1 Implementation Plan. Certain of the rights and obligations of the Parties are set forth in further detail in an Implementation Plan, which is executed by Telenor and is incorporated in and constitutes an integral part of this Agreement. Telenor shall comply with the Implementation Plan, subject to possible modifications in accordance with Article 9 of this Agreement. The Implementation Plan and all provisions of this Agreement related to it, unless otherwise specified herein, shall take effect on the Consummation Date.

- 2.2 Domestic Communications Infrastructure. Except to the extent and under conditions concurred in by the FBI and 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 Telenor USA or its agent.
- 2.2.2 Point of Presence. As specified in the 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 Telenor USA and is physically located in the United States, from which Electronic Surveillance can be conducted pursuant to Lawful U.S. Process. Telenor USA 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 Telenor except strictly for *bona fide* commercial reasons.
- 2.2.4 Communications of a Non U.S.-Licensed MES. Telenor 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 Implementation Plan.
- 2.3 Compliance with Lawful U.S. Process. Telenor 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, Telenor USA shall make available in the United States:
- a. stored Domestic Communications, if such communications are stored by or on behalf of Telenor 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 Telenor U.S. LES or routed through a Telenor POP to or from a customer or subscriber of Telenor USA, if stored by or on behalf of Telenor for any reason;

- c. Transactional Data and Call Associated Data relating to Domestic Communications, if such information is stored by or on behalf of Telenor for any reason;
- d. Subscriber Information concerning the customers and subscribers of services using U.S.-Licensed MESs, or Telenor customers and subscribers who to Telenor'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 Telenor U.S. LES or routed through a Telenor POP, if such information is stored by or on behalf of Telenor for any reason; and
- e. Billing records relating to customers and subscribers of services using U.S.-Licensed MESs, or Telenor customers and subscribers who to Telenor'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 Telenor U.S. LES or routed through a Telenor POP, 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 Telenor USA, pursuant to applicable U.S. law or this Agreement.

2.5 Mandatory Destruction. Effective upon the Consummation Date, Telenor shall ensure that the data and communications described in Articles 2.4(a) – (e) of this Agreement are stored in a manner not subject to mandatory destruction under any foreign laws, if such data and communications are stored by or on behalf of Telenor for any reason. Telenor shall ensure that the data and communications described in Articles 2.4(a) – (e) of this Agreement are not stored outside of the United States unless such storage is based strictly on *bona fide* commercial reasons weighing against storage in the United States.

2.6 Billing Records: Telenor USA shall store for at least eighteen (18) months all billing records relating to customers and subscribers of services using U.S.-Licensed MESs, and shall make such records available in the United States. Nothing in this paragraph shall obligate Telenor USA 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, Telenor USA shall store such preserved records or other evidence in the United States.

2.8 Compliance with U.S. Law: Nothing in this Agreement shall excuse Telenor 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, Telenor USA 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: Telenor shall take all practicable measures to prevent the use of or access to Telenor'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 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, Telenor 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 Telenor. Telenor 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: Telenor 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 Telenor 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 Telenor, 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.

Telenor 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 Telenor under Article 3.2, above, nothing in this Article 3.3 shall impose any obligations on Telenor with respect to its compliance with foreign government information requests or orders that are unrelated to Lawful U.S. Process and to which Telenor 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: Telenor 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. Telenor shall provide such notice to the DOJ no later than ninety (90) days after such request or legal process is received by Telenor.
- 3.5 Points of Contact: Within thirty (30) days after the Consummation Date, Telenor USA 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 Telenor USA 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. Telenor USA shall immediately notify the FBI and the DOJ in writing of the points of contact, and thereafter shall promptly notify the FBI and 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. Telenor USA 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.
- 3.6 Security of Lawful U.S. Process: Telenor USA 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 Agreement shall limit or affect the authority of a United States Government agency to deny, limit or revoke Telenor'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, Telenor USA shall maintain an appropriately secure facility within the United States within which Telenor USA 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 or the FBI, 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 Telenor USA'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 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 FBI or the DOJ, Telenor 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 FBI or the DOJ to assess compliance with this Agreement.
- 4.2 Visits and Inspections: The FBI and the DOJ may visit any communications facility of Telenor 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 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. Telenor may have appropriate employees accompany the FBI and the DOJ representatives during any such inspection.
- 4.3 Access to Personnel: Upon reasonable notice from the FBI or the DOJ, Telenor shall make available for interview during normal business hours any officers or employees of Telenor 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 Agreement.
- 4.4 Notice of Obligations: Telenor shall instruct appropriate officials and employees of Telenor and certain contractors and agents as to the obligations of Telenor under this Agreement and their duty to report any violation of this 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 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 or the FBI believes that important national interests can be protected, or Telenor 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 Agreement and Implementation Plan:** Subject to Article 5.1 of this Agreement, if any Party believes that any other Party has breached or is about to breach this Agreement, that Party may bring an action against the other Party for appropriate judicial relief. Subject to Article 6, nothing in this 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 Telenor USA or any other sanction by the FCC against Telenor USA.
 - b. seek civil sanctions for any violation of any U.S. law or regulation or term of this Agreement; or
 - c. pursue criminal sanctions against Telenor 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 Agreement shall not prejudice the exercise of any other civil remedy under this 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 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 Agreement shall be brought, if at all, in the United States District Court for the District of Columbia.
- 5.5 **Irreparable Injury:** Telenor agrees that if for any reason Telenor fails to perform any significant obligations under this Agreement, irreparable injury to the United States would be caused as to which money damages would not be an adequate remedy. Accordingly, Telenor agrees that, in seeking to enforce this Agreement, the FBI and 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:** Telenor 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 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 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. Telenor 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 Agreement.

ARTICLE 6: NON-OBJECTION BY DOJ AND FBI

- 6.1 **FCC Approval:** Upon execution of this Agreement by all Parties and execution of the Implementation Plan by Telenor, the DOJ and the FBI 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 and the FBI have no objection to the granting of the FCC Approval, including the Declaratory Ruling.
- 6.2 **Future Applications:** The FBI and DOJ agree not to object to any Telenor 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 Agreement apply to any license or other authority issued pursuant to that application or petition. Nothing in this Agreement or the Implementation Plan shall preclude the DOJ or the FBI from opposing, formally or informally, any FCC application by Telenor USA to transfer its license(s) to a third party or for other authority.
- 6.3 **CFIUS:** Provided that the FCC adopts the Condition to FCC Licenses, and provided that Telenor complies with the terms of this Agreement, the Attorney General shall not make any objection concerning the foreign ownership of Telenor USA, or any other aspect of the CMC Acquisition, to 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 Telenor recited herein are untrue or materially incomplete, or (2) of any material change in the circumstances associated with the CMC Acquisition.

ARTICLE 7: OTHER REPRESENTATIONS AND OBLIGATIONS OF THE PARTIES

- 7.1 Right to Make and Perform Agreement: Telenor represents that, to the best of its knowledge, TBS, TSSH, TSI, and TSS have and shall continue to have throughout the term of this Agreement the full right to enter into this Agreement and perform their obligations hereunder and that this Agreement is a legal, valid, and binding obligation enforceable in accordance with its terms.
- 7.2 De jure or de facto control of Telenor USA: Telenor USA shall promptly provide the DOJ and FBI 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 Telenor USA, except for filings with the FCC for assignments or transfers of control involving Telenor USA that are *pro forma*. Written notice and copies of such filings shall be provided concurrently with such filing.
- 7.3 Joint Ventures: If Telenor enters into joint ventures under which a joint venture or another entity may provide Domestic Communications, and if Telenor has the power or authority to exercise *de facto* or *de jure* control over such entity, then Telenor will ensure that entity shall fully comply with the terms of this Agreement and the Implementation Plan. To the extent Telenor does not have such power or authority over such an entity, Telenor shall in good faith endeavor to have such entity comply with this Agreement and the Implementation Plan and shall consult with the FBI or the DOJ about the activities of such entity.
- 7.4 Notice of Decision to Store Information Outside of the United States: Telenor shall provide to the DOJ and FBI thirty (30) days advance notice if it plans to store or have stored on its behalf 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 by or on behalf of Telenor USA. 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 Telenor USA 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 Telenor USA: Telenor shall provide to the FBI and the DOJ written notice within fourteen (14) days of learning that any single foreign entity or individual, other than Telenor or a Telenor affiliate that is wholly owned by Telenor ASA, has acquired, or is in the process of acquiring Control of Telenor USA. To the extent known to Telenor, 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 Telenor USA 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 Telenor USA 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 Telenor USA.

7.6 Control by Board of Directors: If any member of Telenor's Board of Directors or member of Telenor'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 Telenor, any Control of Telenor in such a way that interferes with or impedes Telenor's performance of its duties and obligations under the terms of this Agreement, interferes with or impedes Telenor's exercise of its rights under the terms of this Agreement or foreseeably concerns matters addressed in this Agreement, or
- b. plans to participate or has participated in any aspect of the day-to-day management of Telenor in such a way that interferes with or impedes the performance by Telenor of its duties and obligations under the terms of this Agreement, or interferes with or impedes the exercise by Telenor of its rights under the Agreement,

then such member shall promptly notify the General Counsel of TSSH or other appropriate representative of Telenor USA located in the United States, who in turn shall promptly notify the FBI and the DOJ in writing of the timing and the nature of the foreign government's plans and/or actions.

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

- a. a breach of this 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 Telenor'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 Telenor's possession,

then the individual shall notify the General Counsel of TSSH or other appropriate representative of Telenor USA located in the United States, who in turn shall notify the FBI and DOJ in writing. This report shall be made promptly and in any event no later than ten (10) calendar days after Telenor 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 Agreement: Unless otherwise specified in this Agreement, the provisions of this Agreement shall take effect immediately upon the Effective Date.
- 7.9 Annual Report: On or before the last day of June 2002 or of January of each subsequent year, the General Counsel of TSSH shall submit to the FBI and the DOJ a report assessing Telenor's compliance with the terms of this 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 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 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 Telenor's knowledge, will or reasonably could affect the effectiveness of or compliance with this Agreement.
- 7.10 Outsourcing Third Parties: If Telenor outsources functions covered by this Agreement to a third party, Telenor shall take reasonable steps to ensure that the third party complies with the terms of this Agreement applicable to the outsourced function. Such steps shall include: (a) Telenor shall include in the contracts of such third parties written provisions requiring that such third parties comply with all applicable terms of the 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 Agreement), (b) if Telenor learns that an outsourcing third party or the outsourcing third party's employee has violated a provision of this Agreement, Telenor will notify the DOJ and the FBI promptly, and (c) with consultation with the DOJ and the FBI, Telenor 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 and the FBI in pursuing legal and equitable remedies.

ARTICLE 8: FREEDOM OF INFORMATION ACT

- 8.1 Protection from Disclosure: The DOJ and FBI shall take all reasonable measures to protect from public disclosure all information submitted by Telenor to the DOJ or FBI in connection with this 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 Telenor" or other designation of confidentiality or proprietary sensitivity. Such markings shall signify that it is Telenor'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 or FBI, as appropriate, shall notify

Telenor USA of the intended disclosure as provided by Executive Order 12600, 52 Fed. Reg. 23781 (June 25, 1987). If Telenor USA objects to the intended disclosure and its objections are not sustained, the DOJ or FBI, as appropriate shall notify Telenor USA 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 Agreement shall prevent the DOJ or the FBI from lawfully disseminating information as appropriate to seek enforcement of this Agreement, provided that the DOJ and the FBI 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 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.

Department of Justice
Assistant Attorney General
Criminal Division
Main Justice
950 Pennsylvania Avenue, N.W.
Washington, D.C. 20530

Federal Bureau of Investigation
Assistant Director
National Security Division
935 Pennsylvania Avenue, N.W.
Washington, D.C. 20535

General Counsel
Telenor Satellite Services Holdings, Inc.
12001 Piney Glen Lane
Potomac, MD 20854

and

Director
Telenor Broadband Services AS
P.O. Box 6914, St. Olavs plass
N-0130 Oslo, Norway

- 9.2 **Headings:** The article and section headings and numbering in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.
- 9.3 **Other Laws:** Nothing in this 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 Telenor's activities or facilities located within or outside the United States that the U.S. Government may possess. Nothing in this 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 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 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 Agreement shall apply to (a) any carrier-to-carrier or wholesale carrier services that a Telenor entity other than Telenor USA provides in the United States exclusively pursuant to Section 214 of the Communications Act of 1934, or (b) any noncommunications services provided by Telenor unrelated to the provision of Domestic Communications.
- 9.7 **Modification:** This Agreement may be modified only by written agreement signed by all of the Parties. The DOJ and the FBI agree to consider in good faith possible modifications to this Agreement if the obligations imposed on Telenor under this Agreement become unduly burdensome, adversely affect Telenor'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 or the FBI find that the terms of this Agreement are inadequate to address national security, law enforcement, and public safety concerns presented by an acquisition by Telenor in the United States after the date that all the Parties have executed this Agreement, Telenor shall negotiate in good faith to modify this Agreement to address those concerns. Any substantial modification to this 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 Agreement is declared invalid by a U.S. court of competent jurisdiction, this 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 Agreement.
- 9.9 Counterparts: This 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 Agreement shall inure to the benefit of, and shall be binding upon, the Parties, and their respective successors and assigns. This Agreement shall apply in full to any entity or asset, whether acquired before or after the Effective Date, over which Telenor USA, including its successors or assigns, has the power or authority to exercise *de jure* or *de facto* control.
- 9.11 Termination of Agreement: This Agreement shall be null and void in its entirety if Telenor fails to receive the FCC Approval, including the Declaratory Ruling, or for any other reason fails to successfully and fully consummate the CMC Acquisition.

This Agreement is executed on behalf of the Parties:

United States Department of Justice

Date: 11/29/01

By: John G. Malcolm

John G. Malcolm

Deputy Assistant Attorney General

Federal Bureau of Investigation

Date: 11-29-01

By: Larry R. Parkinson

Larry R. Parkinson

General Counsel

Telenor Satellite Services Holdings, Inc.
Telenor Satellite, Inc.
Telenor Satellite Services, Inc.

Date: _____

By: _____

Britt Carina Horncastle
12001 Piney Glen Lane
Potomac, Maryland 20854

Sole Director

Telenor Satellite Services Holdings, Inc.
Telenor Satellite, Inc.
Telenor Satellite Services, Inc.

Date *29-Nov-2001*



Britt Carina Horncastle
12001 Piney Glen Lane
Potomac, Maryland 20854

Sole Director

Telenor Broadband Services AS

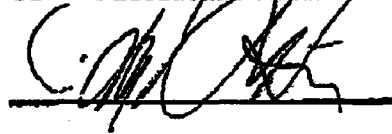
Date: _____

By: _____

Stig Eide Sivertsen
P.O. Box 6914, St. Olavs plass
N-0130 Oslo, Norway

Chairman of the Board

Telenor Broadband Services AS



Date

Stig Eide Sivertsen
P.O. Box 6914, St. Olavs plass
N-0130 Oslo, Norway

Chairman of the Board

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 Agreement attached hereto between Telenor Satellite Services Holdings, Inc., Telenor Satellite, Inc., Telenor Satellite Services, Inc. and Telenor Broadband Services AS and the Department of Justice (the "DOJ") and the Federal Bureau of Investigation (the "FBI"), dated November 29, 2001, which Agreement is designed to address national security, law enforcement, and public safety concerns of the DOJ and the FBI regarding the authorizations and licenses granted herein. Nothing in this 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.