



September 16, 2014

Mr. John Carlin
Acting Assistant Attorney General
National Security Division
US Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530
ttelecom@usdoj.gov

Mr. Alan Bersin
Assistant Secretary
Office of Policy
U.S. Department of Homeland Security
245 Murray Lane, SW
Mail Stop: 0445
Washington, D.C. 20528
Ip-fcc@hq.dhs.gov

Re: Pending application by Vodafone US Inc. for authorization under Section 214 of the Communications Act of 1934, as amended (FCC ITC-214-20131028-00298).

Dear Mr. Carlin and Mr. Bersin:

This Letter of Assurances (“LOA”) outlines the commitments made by Vodafone US Inc. (VUSI) to the U.S. Department of Justice (“DOJ”) and U.S. Department of Homeland Security (“DHS”) (DHS and DOJ together referred to herein as the “USG Parties”), in order to address national security, law enforcement, and public safety concerns raised with regard to the VUSI application to the Federal Communications Commission (“FCC”) requesting authority to provide global or limited global resale services (47 C.F.R. §§ 63.18(e)(2) and global or limited global facilities – based services (47 C.F.R. §§63.18 (e)(1)) to all international points under Section 214 of the Communications Act of 1934, as amended.¹

VUSI is a wholly-owned subsidiary of Vodafone Group plc. (Vodafone), a UK-based publicly traded company. VUSI’s headquarters are located at 560 Lexington Avenue, 9th Floor, New York, NY 10022. This LOA shall inure to the benefit of, and shall be binding upon, VUSI and its respective successors, assigns, subsidiaries, and affiliates operating in the United States.

Upon grant of the license, VUSI undertakes to comply with the following commitments to the USG Parties:

¹ Vodafone U.S. Inc., Application for Authority to Provide Facilities–Based and Resold International Services, FCC ITC-214-20131028-00298.

VUSI agrees that it is covered by and will comply with all applicable lawful interception statutes, regulations, and requirements, including the Communications Assistance for Law Enforcement Act (CALEA) and its implementing regulations, and will comply with all court orders and other legal process for lawfully authorized electronic surveillance. VUSI will provide USG Parties with a report on the status of its implementation of lawful interception capabilities, including the status of its compliance with CALEA, within sixty (60) days after the grant of its authority, and every thirty (30) days thereafter up until the time when VUSI has fully implemented lawful interception capabilities. VUSI understands that its failure to fulfill its obligations under this paragraph could constitute a breach of its commitments to USG Parties.

VUSI also agrees to maintain a point of contact (“POC”) in the U.S., preferably a U.S. citizen, to receive service of process of U.S. Records,² to assist and support lawful requests for surveillance by U.S. federal, state and local law enforcement agencies, to receive and promptly effectuate any requests for information from the USG Parties pursuant to this LOA, and to address any questions or concerns the USG Parties may have regarding VUSI’s compliance with the terms of this LOA. The name and contact information for this POC will be provided to the USG Parties no later than thirty (30) days of the filing of this LOA. In the event of a change in a POC, VUSI will notify the USG Parties within 10 business days of such change.

VUSI agrees that it will not directly or indirectly disclose or permit disclosure of or access to U.S. Records or domestic communications or any information (including call content and call data) pertaining to a wiretap order, pen/trap and trace order, subpoena, or any other lawful request by a U.S. law enforcement agency for U.S. Records to any person if the purpose of such disclosure or access is to respond to the legal process or request on behalf of a non-U.S. government without first satisfying all pertinent requirements of U.S. law and obtaining the express written consent of USG Parties, or the authorization of a court of competent jurisdiction in the U.S. The term “non-U.S. government” means any government, including an identified representative, agent, component or subdivision thereof, that is not a local, state, or federal government in the U.S. Any such requests for legal process submitted by a non-U.S. government to VUSI shall be referred to USG Parties as soon as possible, but in no event later than five (5) business days after such request or legal process is received by or made known to VUSI, unless disclosure of the request or legal process would be in violation of U.S. law or an order of a court of the U.S.

VUSI also agrees to ensure that U.S. Records are not made subject to mandatory destruction under any foreign laws. The location of the U.S. Records’ storage facility will be provided to USG Parties at least thirty (30) days in advance of the time in which VUSI anticipates generating U.S. Records.

² U.S. Records, as used herein, means VUSI’s customer billing records, subscriber information, and any other related information used, processed, or maintained in the ordinary course of business relating to the services offered by VUSI in the U.S. For these purposes, U.S. Records also shall include information subject to disclosure to a U.S. federal or state governmental entity under the procedures specified in Sections 2703(c) and (d) and Section 2709 of Title 18 of the U.S. Code.

VUSI agrees to provide annual reports to USG Parties on status of all lawful surveillance request cases for call content and call data including but not limited to (a) case dates, (b) completion status, (c) compliance status, and (d) any and all unresolved issues surrounding the lawful surveillance process (i.e., provisioning, delivery, interface, transport, completion, etc.).

VUSI agrees to provide USG Parties within 60-days of its merger with Cable & Wireless Americas Operations, Inc. ("CWAO") a complete list of all third party suppliers, other than Vodafone affiliates and employees and natural-person contractors of Vodafone affiliates, including but not limited to foreign contractors, off-shored service providers, equipment manufacturers, and foreign nationals, authorized to access VUSI's domestic communications infrastructure ("DCI") and customer information. For purposes of this LOA, DCI means: (a) transmission, switching, and routing equipment used by or on behalf of VUSI to provide telecommunications services within the United States; or (b) equipment located within facilities outside the United States used by or on behalf of VUSI to control the equipment described in (a) above. DCI does not include equipment or facilities used by service providers other than VUSI that are: (a) interconnecting communications providers; or (b) providers of services or content that are: (i) accessible using the telecommunications services of VUSI, and (ii) available in substantially similar form and on commercially reasonable terms through communications services of companies other than VUSI. The phrase "on behalf of" as used in this definition does not include entities with which VUSI has contracted for resale, peering, interconnection, roaming, long distance, or other similar arrangements.

VUSI agrees that within sixty (60) days of the filing of this LOA with the FCC, and thereafter within thirty (30) days upon request from the USG Parties, VUSI shall provide an updated list of Principal Equipment. For purposes of this Agreement, "Principal Equipment" means the primary components of the DCI, including, but not limited to, routers, switches, Home Location Registers, Home Subscriber Servers, voicemail servers, multimedia messaging service systems, short message service systems, firewall systems, load balancers, base stations controllers and radio network controllers, as applicable, and any non-embedded software necessary for the proper monitoring, administration and provisioning thereof. This list should include available information on each item's manufacturer and the model and/or version number of any hardware or software. In addition, the list should identify vendors or contractors for the Principal Equipment, including those who have physical and remote access to the Principal Equipment and those performing functions that would otherwise be performed by VUSI's personnel to install, operate, manage, or maintain the Principal Equipment.

Where a new vendor or contractor for Principal Equipment does not appear on any list of Principal Equipment previously disclosed by VUSI pursuant to this LOA, VUSI shall provide at least thirty (30) days' advance written notice to USG Parties prior to the installation of Principal Equipment made by the new vendor or the initiation of work by the new contractor. VUSI need not comply with the thirty (30) day advance notice requirement for any action that is undertaken pursuant to a bona fide emergency and is necessary to ensure the continued operability of the network; however, in such circumstances, VUSI shall provide advance notice of a new vendor or contractor for Principal Equipment if practicable, and if impracticable, within five (5) business days after the installation of Principal Equipment made by a new vendor or the initiation of work by a new contractor, as applicable.

VUSI shall permit the USG Parties and such other U.S. Government agency representatives as the USG Parties may designate, to inspect books and records, equipment, servers, and facilities and premises owned or leased by VUSI. Ordinarily, the USG Parties will provide VUSI with fourteen (14) days advance notice, but in extraordinary circumstances VUSI shall afford the USG Parties such access during normal business hours with or without advance notice.

VUSI shall permit the USG Parties and such other U.S. Government agency representative as the USG Parties may designate, to conduct confidential interviews of employees or contractors of VUSI concerning compliance with this LOA and any other law enforcement concerns. The USG Parties will provide reasonable notice of interview requests and VUSI may have legal counsel present at such interviews.

VUSI shall negotiate in good faith to resolve any national security, law enforcement or public safety concerns USG Parties may raise with respect to the Principal Equipment List, new vendors or contractors for Principal Equipment, or any other matters set forth in this LOA.

Notices under this LOA to the USG Parties will be provided as follows:

U.S. Department of Homeland Security
Office of Policy
Attn: Shawn Cooley, Director – Foreign Investment Risk Management
245 Murray Lane S.W.
Mail Stop: 0445
Washington, D.C. 20528
IP-FCC@hq.dhs.gov

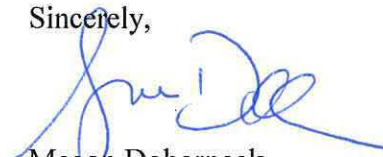
Assistant Attorney General for National Security
National Security Division
U.S. Department of Justice
Attn.: Team Telecom, Foreign Investment Review Staff
950 Pennsylvania Avenue, N.W.
Washington, DC 20530

VUSI agrees that in the event the commitments set forth in this letter are breached, in addition to any other remedy available at law or equity, USG Parties may request that the FCC modify, condition, revoke, cancel, terminate, or render null and void any relevant license, permit, or other authorization granted by the FCC to VUSI or any successors-in-interest. Nothing herein shall be construed to be a waiver by VUSI of, or limitation on, its right to oppose or comment on any such request.

Nothing in this letter is intended to excuse VUSI from its obligations to comply with any and all applicable legal requirements and obligations, including any and all applicable statutes, regulations, requirements, or orders.

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

Sincerely,



Megan Doberneck
General Counsel
Vodafone US Inc.
Direct: 303-293-5870
Mobile: 303-854-7663
Email: megan.doberneck@vodafone.com