



September 7, 2012

Mr. David Heyman  
Assistant Secretary for Policy  
U.S. Department of Homeland Security  
3801 Nebraska Avenue, N.W.  
Washington, D.C. 20528  
[IP-FCC@hq.dhs.gov](mailto:IP-FCC@hq.dhs.gov)

Ms. Teri Takai  
Department of Defense Chief Information Officer  
c/o Mr. Mitchell Komaroff  
Director, Trusted Mission Systems and Networks  
6000 Defense Pentagon, Room 3D1048  
Washington, DC 20301-6000  
[cfius.monitoring@osd.mil](mailto:cfius.monitoring@osd.mil)

Dear Assistant Secretary Heyman and Ms. Takai,

Vodafone Group Plc ("Vodafone"), the ultimate parent of Vodafone Europe B.V., is providing this Letter of Assurance ("LOA") to the U.S. Department of Homeland Security ("DHS") and U.S. Department of Defense ("DOD") (DHS and DOD together referred to herein as the "USG Parties") on the express understanding that, promptly upon execution of the LOA, the USG Parties will notify the Federal Communications Commission ("FCC") that they have no objection to the FCC's grant of the pending application for the transfer of control to Vodafone Europe B.V. of the submarine cable landing license held by Cable & Wireless Americas Systems, Inc. ("CWAS"), FCC File No. SCL-T/C-20120613-00007, and will request that the FCC's grant of that application be made subject to this LOA and its resolution of issues relating to national security, law enforcement, and public safety. Vodafone has agreed to provide this LOA to the USG Parties to address issues raised by the USG Parties, and to jointly petition the FCC to condition the requested authorization on compliance with this LOA. The underlying submarine cable landing license held by CWAS, along with a physical description of the associated submarine cable system (including the cable's United States and non-United States landing points), is found at FCC File No. SCL-LIC-20010122-00002. The cable system is presently owned by Apollo Submarine Cable System Ltd.

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Assuming the transfer of control application is granted, Vodafone undertakes to comply with the following commitments to the USG Parties:

#### 1. Principal Equipment List

Within 60 days of this LOA, and thereafter within 30 days upon request from the USG Parties, Vodafone shall provide an updated list of Principal Equipment. For purposes of this LOA, "Principal Equipment" means the primary components of the Domestic Communications Infrastructure and the submarine cable system owned by Apollo Submarine Cable System Ltd. (the "Apollo Cable System"), including, but not limited to, servers, routers, switches, signal modulators and amplifiers, repeaters, submarine line terminal equipment ("SLTE"), system supervisory equipment ("SSE"), power feed equipment ("PFE"), tilt and shape equalizer units ("TEQ/SEQ"), optical distribution frames ("ODF"), and synchronous optical network ("SONET"), synchronous digital hierarchy ("SDH"), wave division multiplexing ("WDM"), dense wave division multiplexing ("DWDM"), coarse wave division multiplexing ("CWDM") or optical carrier network ("OCN") equipment, as applicable, and any non-embedded software necessary for the proper monitoring, administration and provisioning of the Apollo Cable System. This list should include all 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 any vendors or contractors or subcontractors for the Principal Equipment, including those performing functions that would otherwise be performed by Vodafone personnel to install, operate, manage, or maintain the Principal Equipment.

For purposes of this LOA, "Domestic Communications Infrastructure" means: (a) transmission, switching, bridging, and routing equipment (including software and upgrades) used by or on behalf of Vodafone to provide, process, direct, control, supervise, or manage information carried on the Apollo Cable System; (b) facilities and equipment used by or on behalf of Vodafone that are physically located in the United States; or (c) equipment located within facilities outside the United States used by or on behalf of Vodafone to control the equipment described in (a) and (b) above. Domestic Communications Infrastructure does not include equipment or facilities used by service providers other than Vodafone that are: (a) interconnecting communications providers; or (b) providers of services or content that are: (i) accessible using the communications services of Vodafone, and (ii) available in substantially similar form and on commercially reasonable terms through communications services of companies other than Vodafone. The phrase "on behalf of" as used in this definition does not include entities with which Vodafone has contracted for peering, interconnection, roaming, long distance, or other similar arrangements.

#### 2. Information Available Upon Request

Upon request by the USG Parties, Vodafone agrees to make available updated information within fifteen days relating to the operation and management of the Apollo Cable System, including, but not limited to, the following:

- a) Network Management Information, including: network topology descriptions or maps; network and telecommunications architecture descriptions and associated descriptions of interconnection points and controlled gateways to the Domestic Communications Infrastructure ("DCI"); network operational plans, processes and procedures; locations and functions of any network operations

- centers, data centers, and main distribution facilities; and descriptions of linkages to the Apollo Cable System for service offload, disaster recovery, or administrative functions;
- b) Policies, procedures and hardware or software products or appliances maintained to protect the physical and logical security of the Apollo Cable System; and
  - c) Any policies or procedures adopted to implement this LOA.

### 3. Measures to Prevent Unauthorized Access

Vodafone agrees to take all practicable measures to prevent unauthorized access to, and protect the physical and logical security of the Apollo Cable System and any information being carried on the Apollo Cable System. Furthermore, Vodafone agrees to report to the USG Parties if it learns of any information that reasonably indicates unauthorized third-party access, disruption, or corruption to the Apollo Cable System or of any information being carried on the Apollo Cable System. Any such reports should be provided in writing to the USG Parties within three (3) business days of discovery of the relevant information.

### 4. Point of Contact

Vodafone hereby designates Megan Doberneck, General Counsel, Vodafone Americas Inc and a resident U.S. citizen, as Point of Contact for the USG Parties for purposes of this LOA. Anna Devine, Chief Financial Officer, Vodafone Americas Inc and also a resident U.S. citizen, will serve as an alternate point of contact in the event the primary Point of Contact cannot be reached. Company may also designate additional resident U.S. citizens as alternate points of contact. The Point of Contact, or alternate, will be available twenty-four hours per day, seven days per week to address any national security, law enforcement or public safety concerns that may be raised by the USG Parties with respect to the Apollo Cable System.

In addition, the Point of Contact and alternates shall be responsible for receiving and promptly effectuating any requests for information from the USG Parties pursuant to this LOA. Vodafone will notify the USG Parties of any change to the Point(s) of Contact or alternates within five business days of such change. Vodafone shall cooperate with any request by a USG Party that a background check be completed for a designated Point of Contact or alternate.

### 5. Notification of Sale or Transfer

Vodafone shall notify the USG Parties not less than 30 days prior to the sale or transfer of ownership holdings in any undersea cable system acquired from Cable and Wireless Worldwide. Such notification shall include the name of the undersea cable system, the name and nationality of the buyer, the expected date of the close of the sale, and the amount of ownership to be sold.

### 6. Annual Report

On or before each anniversary of the effective date of this LOA, Vodafone shall submit to the USG Parties a report including the following information:

- (a) An updated list of the Principal Equipment used within the Apollo Cable System and related vendors, contractors or subcontractors, including any changes or upgrades since this list was most recently provided to the USG Agencies; and

(b) The names of the Point of Contact and alternates for the company for purposes of this LOA.

#### 7. USG Visitation

Vodafone agrees that upon reasonable advance notice, the USG Parties may visit its landing stations, network operations centers, or other facilities under its control to conduct on-site visits concerning the implementation of the terms of this LOA. During such visits, Vodafone will cooperate fully with the USG Parties in making available requested information and personnel.

#### 8. Dispute Resolution

- (a) Vodafone understands that the USG Parties may request that the FCC modify, condition, revoke, cancel, or render null and void any relevant license, permit, or other authorization in the event the commitments set forth in this letter are breached by Vodafone or in the event the USG Parties determine that the terms of this LOA are inadequate to address national security, law enforcement or public safety concerns. Vodafone will promptly negotiate in good faith to address any such concerns. The USG Parties will promptly negotiate in good faith with respect to any reasonable request by Vodafone for relief from the application of specific provisions of this LOA if such provisions become unduly burdensome or adversely affect the competitive position of Vodafone.
- (b) Notwithstanding the foregoing, the USG Parties reserve the right to object, formally or informally, to the grant of any other FCC application or petition of Vodafone or an entity controlled by Vodafone for a license, other authorization, or assignment or transfer of control of a license or other authorization under the Cable Landing License Act or Titles II and III of the Communications Act of 1934, as amended, and to seek additional or different terms that would, consistent with the public interest, address any threat to the ability of the United States to enforce the laws, preserve the national security, or protect the public safety raised by the services and transactions underlying any such application or petition.

#### 9. Exempt from Disclosure

Vodafone is providing this LOA on the express understanding that all notices, reports and information provided to the USG Parties pursuant to this LOA shall be treated as confidential business information exempt from disclosure under the Freedom of Information Act, 5 U.S.C. 552(b)(4).

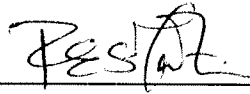
#### 10. Binding Upon Successors

The LOA shall inure to the benefit of, and shall be binding upon, Vodafone and its respective successors, assigns, subsidiaries, and affiliates.

11. USG contacts

All correspondence to the USG Parties under the LOA will be provided electronically to DHS at [IP-FCC@hq.dhs.gov](mailto:IP-FCC@hq.dhs.gov) and DOD at [cfius.monitoring@osd.mil](mailto:cfius.monitoring@osd.mil).

Sincerely,

A handwritten signature in black ink, appearing to read "R. Martin", is written above a solid horizontal line.

Vodafone Group Plc

Name: Rosemary Martin

Title: Group General Counsel and Company Secretary