

APPENDIX A

DOD/DOJ/FBI AGREEMENT

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This AGREEMENT is made by and between, on the one hand, Bell Atlantic Corporation (“BA”), a Delaware corporation with its headquarters in New York, New York, Cellco Partnership (“Cellco”), a Delaware general partnership with its headquarters in Bedminster, New Jersey, and Vodafone Group Plc. (“Vodafone”), a public limited company organized under the laws of the United Kingdom with its headquarters in Newbury, England, and, on the other hand, the United States Department of Defense (the “DoD”), the United States Department of Justice (the “DoJ”) and the Federal Bureau of Investigation (the “FBI”) (collectively with all other parties hereto, the “Parties”).

## RECITALS

**WHEREAS**, the U.S. telecommunications system is essential to the U.S. economy and to U.S. national security, law enforcement, and public safety;

**WHEREAS**, the U.S. Government has a responsibility to ensure the viability, integrity, and security of the U.S. telecommunications system (*see e.g.*, Presidential Decision Directive 63 on Critical Infrastructure Protection);

**WHEREAS**, the U.S. Government has a responsibility to ensure the security of U.S. communications and related information in order to protect the privacy of Americans and to prevent espionage;

**WHEREAS**, the U.S. Government has a responsibility to ensure the confidentiality of its lawfully authorized surveillance and related activities, and to ensure the confidentiality of Classified, Controlled Unclassified, and Sensitive Information;

**WHEREAS**, in furtherance of meeting those U.S. Government responsibilities, the FBI, the DoJ and the DoD entered into an agreement (“Vodafone Agreement”) dated June 16, 1999, with AirTouch Communications, Inc. (“AirTouch”) and Vodafone, which was adopted by the FCC as a condition of the FCC’s approval of the transfer of Control of AirTouch’s U.S. wireless telecommunications licenses to Vodafone pursuant to Vodafone’s acquisition of AirTouch;

**WHEREAS**, Cellco operates a major U.S. wireless telecommunications network with over 6.8 million U.S. customers under licenses granted to it and its subsidiaries by the Federal Communications Commission (the “FCC”);

**WHEREAS**, Vodafone wishes to transfer Control of all of its U.S. wireless communications licenses to BA;

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**WHEREAS**, those Vodafone wireless telecommunication assets, along with other domestic wireless telecommunications assets now being acquired by BA, will be placed into Cellco Partnership;

**WHEREAS**, following these transfers by Vodafone, the company Controlling the wireless U.S. telecommunication licenses will be Cellco, a United States general partnership, under the laws of the State of Delaware with its headquarters in Bedminster, New Jersey;

**WHEREAS**, following these transfers by Vodafone to Cellco, Vodafone, a foreign corporation, will then have a substantial ownership interest in a major U.S. telecommunications network;

**WHEREAS**, BA and Vodafone have filed with the FCC in Docket Number DA 99-2451 applications for consent to transfer control of the licenses held by BA and Vodafone to Cellco;

**WHEREAS**, the transfers referred to in the application in Docket DA 99-2451 require approval of the FCC, and such approval may be made subject to conditions to preserve the U.S. government's ability to satisfy its national security, law enforcement, and public safety responsibilities;

**WHEREAS**, BA and Vodafone have met with the DoD, the FBI and the DoJ to discuss the proposed transfer of licenses and the government's responsibilities concerning national security, law enforcement, and public safety. In those meetings, BA and Vodafone have asserted that (a) no foreign individual or entity has or shall have effective Control of Cellco; (b) they have no present plans, and are aware of no present plans of any other entity, as a result of which a foreign individual or entity would gain effective Control of Cellco; (c) Cellco will not provide, direct, control, supervise or manage Domestic Telecommunications through facilities located outside the United States and (d) they have~~has~~ no present plans, and are aware of no present plans of any other entity, as a result of which Cellco will provide, direct, control, supervise or manage Domestic Telecommunications through facilities located outside the United States.

**NOW THEREFORE**, the Parties are entering into this Agreement to address the ramifications of the proposed transfer of control on the ability of the U.S. government to satisfy its responsibilities in connection with national security, law enforcement and public safety.

**ARTICLE I: INFORMATION STORAGE AND ACCESS**

1.1 CPNI. Cellco 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(f)(1).

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- 1.2 Compliance with Lawful U.S. Process. Cellco shall insure that at all times its network is configured such that Cellco will be capable of complying in an effective, efficient, and unimpeded fashion, with Lawful U.S. Process, and that Cellco's officials in the United States will have unconstrained authority to comply, in an effective, efficient, and unimpeded fashion, with Lawful U.S. Process.
- 1.3 Information Storage and Access. Cellco shall make available in the United States:
- (i) any Domestic Telecommunications (including any other type of wire, voice or electronic communication not covered by the definitions of Wire Communication or Electronic Communication) if Cellco stores such communication for any reason;
  - (ii) any Wire Communications or Electronic Communications (including any other type of wire, voice or electronic communication not covered by the definitions of Wire Communication or Electronic Communication) received by, intended to be received by, or stored in the account of a Cellco U.S. customer or subscriber, if Cellco stores such communication for any reason;
  - (iii) any Transactional Data relating to Domestic Telecommunications, if Cellco stores such data for any reason;
  - (iv) any Subscriber Information concerning Cellco's U.S. customers and subscribers if Cellco stores such information for any reason;
  - (v) any Call Associated Data relating to Domestic Telecommunications, if Cellco stores such data for any reason; and
  - (vi) any billing records of Cellco U.S. customers and subscribers, if Cellco stores such data for any reason.
- 1.4 Storage Pursuant to 18 U.S.C. § 2703(f). Cellco shall store in the United States any information relating to a Cellco U.S. customer or subscriber, or relating to any communication of such customer or subscriber, or any information relating to Domestic Telecommunications when the U.S. Government has requested such storage pursuant to 18 U.S.C. § 2703(f).
- 1.5 Mandatory Destruction. Cellco shall store the data and communications described in paragraphs 1.2 and 1.3 in a manner not subject to mandatory destruction under any foreign Laws, if Cellco stores such data and communications for any reason.

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ARTICLE II: SECURITY

- 2.1 Location of Security Office. Cellco shall maintain within the United States its security office.
- 2.2 Measures to Prevent Improper Use or Access. (a) Cellco shall take all reasonable measures to prevent the use of or access to Cellco's equipment or facilities, including monitoring points associated with Sensitive Network Positions, to conduct Electronic Surveillance in violation of any U.S. federal, state, or local law or the terms of this Agreement; (b) The measures described in subpart (a) shall take the form of detailed technical, organizational, personnel-related policies and written procedures, and necessary implementation plans.
- 2.3 Access By Foreign Governmental Authorities. Cellco shall not provide access to Domestic Telecommunications, Call Associated Data, Transactional Data, or U.S. Subscriber Information stored in the United States to any person if the purpose of such access is to respond to the legal process or the request of a foreign government or a component or subdivision thereof without the express written consent of the DoJ or the authorization of a court of competent jurisdiction in the United States. Any requests or submission of legal process described in this paragraph shall be reported to the DoJ as soon as possible and in no event later than five business days after such request.
- 2.4 Disclosure to Foreign Governmental Authorities. (a) Cellco shall not, directly or indirectly, disclose or permit disclosure of, or provide access to, Classified or Sensitive Information, Subscriber Information, Transactional Data, or Call Associated Data, or a copy of any Wire Communication or Electronic Communication intercepted by a U.S. federal, state or local government agent to any foreign government or a component or subdivision thereof without the express written consent of the DoJ or the authorization of a court of competent jurisdiction in the United States; (b) Cellco shall notify the DoJ of any requests or any legal process submitted to Cellco by a foreign government or a component or subdivision thereof for communications, data or information identified in this paragraph. Cellco shall provide such notice to the DoJ as soon as possible and in no event later than five business days after such request or legal process 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.
- 2.5 Notification of Access or Disclosure Requests. At least every 3 months, Cellco shall notify DoJ in writing of legal process or requests by foreign non-governmental entities for access to or disclosure of Domestic Telecommunications unless the disclosure of the legal process or requests would be in violation of an order of a court of competent jurisdiction within the United States.

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- 2.6 Point of Contacts. On or before the Effective Date, Cellco 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 available 24 hours per day, 7 days per week and shall be responsible for accepting service and maintaining the security of Classified Information and any Lawful U.S. Process for electronic surveillance in accordance with the requirements of U.S. law. Cellco shall immediately notify in writing the DoJ, the DoD, and the FBI of any change in such designation or contact information. Changes to these points of contact shall be subject to the approval of the FBI, the DoD, and DoJ. The points of contact shall be U.S. citizens who are eligible for appropriate U.S. security clearances. Cellco shall comply with any U.S. government request that a background check and/or security clearance process be completed for a designated point of contact.
- 2.7 Security of Lawful Process. Cellco shall protect the confidentiality and security of all Lawful U.S. Process served upon it and the confidentiality and security of Classified Information and Sensitive Information in accordance with U.S. federal and state law or regulation.
- 2.8 Classified and Sensitive Information. Cellco shall:
- (i) take appropriate measures to prevent unauthorized access to data or facilities that might contain Classified Information or Sensitive Information;
  - (ii) assign U.S. citizens, who meet high standards of trustworthiness for maintaining the confidentiality of Sensitive Information, to positions that handle or that regularly deal with information identifiable to such person as Sensitive Information;
  - (iii) require that personnel handling Classified Information shall be eligible for and shall have been granted appropriate security clearances;
  - (iv) provide that the points of contact described in Section 2.6 shall have sufficient authority over any of its employees who may handle Classified Information or Sensitive Information to maintain the confidentiality and security of such information; and
  - (v) maintain appropriately secure facilities (e.g., offices) for the handling and storage of any Classified Information and Sensitive Information.

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- 2.9 **Notice of Obligations.** Cellco shall instruct appropriate officials, employees, contractors and agents as to their obligations under this Agreement and issue periodic reminders to them of such obligations.
- 2.10 **Government Authority to Control Access to Certain Classes of Information.** Nothing contained in this Agreement shall limit or affect the authority of a United States Government agency to deny, limit or revoke Cellco's access to Classified, Controlled Unclassified, and Sensitive Information under its jurisdiction.

### ARTICLE III: DISPUTES AND NON-IMPACT ON OTHER GOVERNMENT ACTIONS

- 3.1 **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 DoD, the DoJ or the FBI believe that important national interests can be protected, or Cellco believes that paramount commercial interests can be resolved, only by resorting to the measures set forth in Section 3.2 below. If, after meeting with higher authorized officials, either party determines that further negotiation would be fruitless, then either party may resort to the remedies set forth in Section 3.2 below. If resolution of a disagreement requires access to Classified Information, the Parties shall designate a person possessing the appropriate security clearances.
- 3.2 **Enforcement of Agreement.** Subject to Section 3.1 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. Nothing in this Agreement shall limit or affect the right of a U.S. Government agency to seek revocation by the FCC of any license, permit, or other authorization granted or given by the FCC to Cellco, or any other sanction by the FCC against Cellco, or the right to seek civil sanctions for any violation by Cellco of any U. S. law or regulation or term of this Agreement.
- 3.3 **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 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 the DoD, the DoJ or the FBI 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 the DoD, the DoJ

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or the FBI of any provision or right shall be valid unless it is in writing and signed by the DoD, the DoJ or the FBI.

- 3.5 **Forum Selection.** It is agreed by and between the Parties that a 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.
- 3.6 **Criminal Sanctions.** Nothing in this Agreement limits the right of the United States Government to pursue criminal sanctions against BA, Vodafone or Cellco, or any director, officer, employee, representative, or agent of BA, Vodafone or Cellco, for violations of the criminal laws of the United States.

### ARTICLE IV: OTHER REPRESENTATIONS AND OBLIGATIONS OF THE PARTIES

- 4.1 **Effect on Vodafone Agreement.** BA, Vodafone, Cellco, the DoD, the DoJ, and the FBI agree that this Agreement does not amend or otherwise supercede the Vodafone Agreement. In the event that Vodafone has or gains Control of Cellco, then this Agreement shall be superceded by the requirements contained in the Vodafone Agreement.
- 4.2 **Right to Make and Perform Agreement.** BA, Vodafone and Cellco represents that, to the best of their collective and individual knowledge, each has and shall continue to have throughout the term of this Agreement the full right to enter into this Agreement and perform the obligations hereunder and that this Agreement is a legal, valid, and binding obligation of BA, Vodafone and Cellco, enforceable in accordance with its terms.
- 4.3 **Transfer of Control.** Cellco shall provide to the DoD, the DoJ and FBI written notice and copies of any applications or petitions relating to the Control of CellCo filed with the FCC or any other governmental agency. CellCo shall provide such notice and copies to the DoD, the DoJ and the FBI concurrently with its filing of the applications or petitions.
- 4.4 **Change in Circumstances.** Cellco shall provide to the DoD, the DoJ and FBI written notice within 14 days of learning that:
- (i) any foreign individual or entity has or will likely increase his, her or its ownership interest in Cellco above 49%. Such notice shall, at a minimum, (a) identify the individual or entity (specifying the name, addresses and telephone numbers of the individual or entity), (b) identify the beneficial owners of the increased or prospective increased interest in Cellco by the individual or entity (specifying the name, addresses and telephone numbers of each beneficial owner), (c) quantify



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the amount of ownership interest in Cellco that the individual or entity holds or will likely hold, and (d) include a description of the transaction that has resulted in or will likely result in the individual or entity increasing his, her or its ownership interest in Cellco above 49%.

- (ii) any foreign individual or entity has or will likely gain Control of Cellco. Such notice shall, at a minimum, (a) identify the individual or entity (specifying the name, addresses and telephone numbers of the individual or entity), (b) identify the beneficial owners of the ownership interest in Cellco by the individual or entity (specifying the name, addresses and telephone numbers of each beneficial owner), (c) quantify the amount of ownership interest in Cellco that the individual or entity holds or will likely hold, and (d) include a description of the transaction that has resulted in or will likely result in the individual or entity gaining Control of Cellco.
- (iii) Cellco plans to provide, direct, control, supervise or manage Domestic Telecommunications through any facilities located outside the United States. Such notice shall, at a minimum, (a) include a description of the facilities to be located outside the United States, and a description of the functions of the facilities and (b) identify the location where the facilities are to be located.
- (iv) Cellco plans to store any Domestic Telecommunications, Call Associated Data, Transactional Data or Subscriber Information outside the United States. 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 Cellco, and (c) identify the location where the information is to be stored.

4.5 Duty to Report. BA, Vodafone and Cellco shall report promptly to the DoD, the DoJ and FBI any information that any of them acquires regarding: (i) a breach of this Agreement; (ii) Electronic Surveillance conducted in violation of federal, state or local law or regulation; (iii) access to or disclosure of CPNI or Subscriber Information in violation of federal, state or local law or regulation (except for violations of FCC regulations relating to improper use of CPNI); or (iv) improper access to or disclosure of Classified Information or Sensitive Information. BA, Vodafone and Cellco need not report information where disclosure of such information would be in violation of an order of a court of competent jurisdiction in the United States.

4.6 Non-Objection. Upon the execution of this Agreement, the DoD, the DoJ and the FBI shall promptly notify the FCC that, provided the FCC approves this Agreement and adopts the Condition to FCC Licenses attached hereto as Exhibit A, the DoD, the DoJ and

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the FBI have no objection to the grant of the proposed Transfer of Control that is the subject of the application filed with the FCC in Docket DA No. 99-2451.

- 4.7 **Timing of Obligations.** Unless otherwise specified in this Agreement, the provisions of this Agreement shall take effect as follows:
- (i) As to the Cellco mobile telephone operations held as of the Effective Date, Cellco shall comply with the terms of the Agreement on the Execution Date.
  - (ii) As to each mobile telephone operation that Cellco acquires after the Effective Date, Cellco shall use its best efforts and act with all deliberate speed to comply with sections 1.3-1.5, 2.1, 2.2(b), 2.3, 2.4 (b), 2.5, 2.6, 2.8 and 2.9 of this Agreement. Cellco shall ensure that no later than 60 days after the date Cellco acquires the operation, Cellco fully complies with those sections in connection with the acquired operation. All other provisions of the Agreement shall be effective as of the date that Cellco acquires the operation.
  - (iii) Nothing herein shall excuse Cellco from its obligation to comply with any law or regulation otherwise applicable to Cellco.

## ARTICLE V: DEFINITION OF TERMS

- 5.1 **Definitions.** As used in this Agreement:

“Affiliate” means any entity that Cellco Controls.

“Call Associated Data” or “CAD” means any information related to a communication or related to the sender or recipient of that communication and includes 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, dual tone multi frequency (dial digit extraction), in-band and out-of-band signaling, and party add, drop and hold.

“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.

“Control” and “Controls” means the power, direct or indirect, whether or not exercised, and whether or not exercised or exercisable through the ownership of a majority or a

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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; in particular, but without limitation, to determine, direct, take, reach, or cause decisions regarding:

- (1) 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;
- (2) The dissolution of the entity;
- (3) The closing and/or relocation of the production or research and development facilities of the entity;
- (4) The termination or non-fulfillment of contracts of the entity;
- (5) The amendment of the articles of incorporation or constituent agreement of the entity with respect to the matters described in paragraphs (1) through (4) above; or
- (6) The matters covered by this Agreement:

“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.

“Domestic Telecommunications” means (i) Wire Communications or Electronic Communications (whether stored or not) from one U.S. location to another U.S. location and (ii) the U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates or terminates in the U.S.

“Effective Date” means the date that the FCC grants the authority requested in the application in Docket DA 99-2451.

“Electronic Communication” has the meaning given it in 18 U.S.C. § 2510(12).

“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 dialing 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 defined in 18 U.S.C. § 3121 et seq. and 50 U.S.C. § 1841 et

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seq.; (iv) acquisition of location-related information concerning a telecommunications service subscriber; (v) preservation of any of the above information pursuant to 18 U.S.C. § 2703(f); and (vi) including access to, or acquisition or interception of, communications or information as described in (i) through (v) above and comparable State laws.

“Intercept” or “Intercepted” has the meaning defined in 18 U.S.C. § 2510(4).

“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 access to Wire Communications, Electronic Communications, Call Associated Data, Transactional Data or Subscriber Information authorized by U.S. federal, state or local law.

“Parties” has the meaning given it in the Preamble.

“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.”

“Sensitive Network Position” means a position that involves access to Cellco’s facilities, systems, or equipment that enables a person to monitor a subscriber’s Wire Communications or Electronic Communications, including any such communications that are in electronic storage. The term excludes a position the only responsibilities of which are (1) performing outside plant operations and maintenance functions, (2) performing network-level monitoring without the ability to monitor the content of a subscriber’s communications, or (3) monitoring telemarketing calls by Cellco personnel or customer-originated calls to Cellco.

“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.

“Transactional Data” means:

- (1) “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;

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- (2) Internet address or similar identifying designator associated with a communication;
- (3) the time, date, size, and duration of a communication;
- (4) any information possessed by the provider relating to identity and physical address of a subscriber, user, or account payer of a provider's communications services;
- (5) to the extent associated with such subscriber, user, or account payer, any information possessed by the provider 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 (6) below; types of services; length of service; fees; and usage, including billing records; and
- (6) as to any mode of transmission (including without limitation mobile transmissions), and to the extent permitted by U.S. Laws, any information indicating as closely as possible the physical location to or from which a communication is transmitted.

The term does not include the content of any communication.

“United States” 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.

“Wire Communication” has the meaning given it in 18 U.S.C. § 2510(1).

- 5.2 Other Definitional Provisions. Other capitalized terms used in this Agreement and not defined in this Article V 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,” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.”

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ARTICLE VI: FREEDOM OF INFORMATION ACT

- 6.1 Marking of Information. The DoD, DoJ and FBI shall take all reasonable measures to protect from public disclosure all information submitted by Cellco to the DoD, DoJ, or FBI in connection with this Agreement and clearly marked with the legend "Confidential" or similar designation. Such markings shall signify that it is Cellco'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)(4). 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 DoD, DoJ, or FBI, as appropriate, shall notify Cellco of the intended disclosure as provided by Executive Order 12600, 52 Fed. Reg. 23781 (June 25, 1987). If Cellco objects to the intended disclosure and its objections are not sustained, the DoD, DoJ, or FBI, as appropriate, shall notify Cellco of its intention to release (as provided by Section 5 of E.O. 12600) not later than five business days prior to disclosure of the challenged information.
- 6.2 Use of Information for U.S. Government Purposes. Nothing in this Agreement shall prevent the DoD, the DoJ or the FBI from lawfully disseminating information as appropriate to seek enforcement of this Agreement.

ARTICLE VII: MISCELLANEOUS

- 7.1 Notices. All written communications or other written notice relating to this Agreement, such as a proposed modification, shall be deemed given (1) when delivered personally, (2) if by facsimile upon transmission with confirmation of receipt by the receiving Party's facsimile terminal, (3) if sent by documented overnight courier service on the date delivered, or (4) if sent by mail, five (5) business days after being mailed by registered or certified U.S. mail, postage prepaid, addressed to the Parties' designated representatives at the addresses shown below, or to such other representatives at such other addresses as the Parties may designate in accordance with this Section 7.1:

Deputy General Counsel  
for Acquisition and Logistics  
Office of General Counsel  
Department of Defense  
Room 3D 973, Pentagon  
Washington, DC 20301

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

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Federal Bureau of Investigation  
Assistant Director  
National Security Division  
935 Pennsylvania Avenue, NW  
Washington, DC 20535  
With a copy to: the General Counsel

Bell Atlantic Corporation  
1320 North Courthouse Road  
Arlington, VA 22201  
Attn: Senior Vice President &  
Deputy General Counsel  
Antitrust & IP

Vodafone Group Plc.  
The Courtyard  
2-4 London Road  
Newbury  
Berkshire RG141JX  
England  
Attention: Corporate Secretary

Cellco Partnership  
Office of Integrity Security and  
Compliance  
180 Washington Valley Road  
Bedminster, NJ 07921  
Attn: Executive Director

- 7.2 **Headings.** The table of contents, headings, and section headings and numbering of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.
- 7.3 **Other Laws.** Nothing in this Agreement is intended to limit or constitute a waiver of (1) any obligation imposed by any U.S. Laws on the Parties or by U.S. state or local Laws on Cellco, (2) any enforcement authority available under any U.S. or state Laws, (3) the sovereign immunity of the United States, or (4) any authority over Cellco's activities or facilities located outside the United States that the U.S. Government may possess.
- 7.4 **Statutory References.** All references in this Agreement to statutory provisions shall include any future amendments to such statutory provisions.
- 7.5 **Non-Parties.** Nothing in this Agreement is intended to confer or does confer any rights on any Person other than the Parties and any U.S. Governmental Authorities entitled to effect Electronic Surveillance pursuant to Lawful U.S. Process.
- 7.6 **Modification.** This Agreement may be modified only by written agreement signed by all of the Parties. The DoD, the DoJ and the FBI agree to consider in good faith possible modifications to this Agreement if Cellco believes that the obligations imposed on it under this Agreement are substantially 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. Any substantial

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modification to this Agreement shall be reported to the FCC within 30 days after approval in writing by the Parties.

- 7.7 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.
- 7.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall together constitute one and the same instrument.
- 7.9 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 also be binding on all Affiliates of Cellco.

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This Agreement is executed on behalf of the Parties:

**BELL ATLANTIC CORPORATION**



SIGNATURE

12-15-99

DATE

JOHN THORNE

PRINTED NAME

Senior V.P. & Deputy GC

TITLE

**VODAFONE AIRTOUCH PLC.**

SIGNATURE

DATE

BRIAN L. KIDNEY

PRINTED NAME

TITLE

**CELLCO PARTNERSHIP**

SIGNATURE

DATE

MARGARET BAVUSO

PRINTED NAME

TITLE

**UNITED STATES DEPARTMENT OF JUSTICE**

SIGNATURE

DATE

ERIC HOLLER

TITLE

**FEDERAL BUREAU OF INVESTIGATION**

SIGNATURE

DATE

LARRY L. PARKINSON

PRINTED NAME

GENERAL COUNSEL

TITLE

**UNITED STATES DEPARTMENT OF DEFENSE**

SIGNATURE

DATE

A.L. MONEY

PRINTED NAME

TITLE

ASD C3I

**EXECUTION COPY**

This Agreement is executed on behalf of the Parties:

**BELL ATLANTIC CORPORATION**

**VODAFONE AIRTOUCH PLC.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**JOHN THORNE**  
PRINTED NAME

**BRIAN L. KIDNEY**  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

**CELCO PARTNERSHIP**

**UNITED STATES DEPARTMENT OF JUSTICE**

*Margaret Bavuso*  
SIGNATURE

*Eric Holder*  
SIGNATURE

*12/14/99*  
DATE

*3-10-00*  
DATE

**MARGARET BAVUSO**  
PRINTED NAME

*ERIC HOLDER*  
PRINTED NAME

*Executive Director*  
TITLE *Integrity, Security & Compliance*

*DEPUTY A.G.*  
TITLE

**FEDERAL BUREAU OF INVESTIGATION**

**UNITED STATES DEPARTMENT OF DEFENSE**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

**EXECUTION COPY**

This Agreement is executed on behalf of the Parties:

**BELL ATLANTIC CORPORATION**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

JOHN THORNE  
PRINTED NAME

\_\_\_\_\_  
TITLE

**VODAFONE AIR TOUCH PLC.**

  
\_\_\_\_\_  
SIGNATURE

12-14-99  
\_\_\_\_\_  
DATE

BRIAN L. KIDNEY  
PRINTED NAME

  
\_\_\_\_\_  
TITLE

**CELLCO PARTNERSHIP**


\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

MARGARET BAVUSO  
PRINTED NAME

\_\_\_\_\_  
TITLE

**UNITED STATES DEPARTMENT OF JUSTICE**

  
\_\_\_\_\_  
SIGNATURE

3-10-00  
\_\_\_\_\_  
DATE

ERIC HOLDER  
PRINTED NAME

DEPUTY A.G.  
\_\_\_\_\_  
TITLE

**FEDERAL BUREAU OF INVESTIGATION**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

**UNITED STATES DEPARTMENT OF DEFENSE**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

**APPENDIX B**

**Parties Filing Petitions or Comments**

**Parties Filing Petitions**

United States Cellular Corporation  
Jointly: Department of Defense  
Department of Justice  
Federal Bureau of Investigation  
Bell Atlantic Corporation  
Vodafone Group, Plc

**Party Filing Other Pleadings**

Timothy E. Welch, Esq.

**Parties Filing Opposition**

Jointly: Bell Atlantic Corporation  
Vodafone Group, Plc.

**Parties Filing Reply Comments**

United States Cellular Corporation

**CONDITION TO FCC LICENSES**

IT IS FURTHER ORDERED, that the authorization and the licenses related thereto are subject to compliance with the provisions of the Agreement attached hereto between Bell Atlantic Corporation, Cellco Partnership and Vodafone Group Plc. on the one hand and the Department of Defense, the Department of Justice and the Federal Bureau of Investigation on the other, dated December 14, 1999, which Agreement is designed to address national security, law enforcement, and public safety concerns of the DoJ and the FBI regarding the authority 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.