

ONTARIO

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGMENT ACT*, R.S.C. 1985, c.
C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8440522
CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., AND DATA
& AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

Applicants

**MOTION RECORD
PART 1 of 3**

(Returnable February 26, 2014)

February 7, 2014

DENTONS CANADA LLP

1 Place Ville Marie
Suite 3900
Montreal, QC H3B 4M7

Roger P. Simard / Ari Y. Sorek

LSUC Temporary Licensees (2014)
Quebec Bar Nos.: 180496-1 / 258252-0
Telephone: 514 878-5834 / 514 878-8883
Facsimile: 514 866-2241 / 514 866-2241
E-mail: roger.simard@dentons.com /
ari.sorek@dentons.com

C. Blake Moran

LSUC No.: 62296M
Telephone: 416 863-4495
Facsimile: 416 863-4592
E-mail: blake.moran@dentons.com

*Lawyers for Amdocs Canadian Managed
Services, Inc. and Amdocs Software
Systems Limited*

SERVICE LIST

TO: NORTON ROSE FULBRIGHT CANADA LLP

Royal Bank Plaza, South Tower
Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4

Orestes Pasparakis LSUC#: 36851T

Tel: (416) 216-4815

Email: Orestes.Pasparakis@nortonrosefulbright.com

Robert Frank LSUC#: 35456F

Tel: (416) 202-6741

Email: Robert.Frank@nortonrosefulbright.com

Virginie Gauthier LSUC#: 41097D

Tel: (416) 216-4853

Email: Virginie.Gauthier@nortonrosefulbright.com

Evan Cobb LSUC#: 55787N

Tel: (416) 216-1929 / Fax: (416) 216-3930

Email: Evan.Cobb@nortonrosefulbright.com

Fax: (416) 216-3930

Lawyers for the Applicants

AND TO: THORNTON GROUT FINNIGAN LLP

Suite 3200
100 Wellington Street West
P.O. Box 329
Toronto Dominion Centre
Toronto, Ontario M5K 1K7

Robert I. Thornton

Tel: (416) 304-0560

Email: rthornton@tgf.ca

Leanne M. Williams

Tel: (416) 304-0060

Email: lwilliams@tgf.ca

Fax: (416) 304-1313

Lawyers for the Monitor

AND TO: GOODMANS LLP
Bay Adelaide Centre
Suite 3400
333 Bay Street
Toronto, Ontario M5H 2S7

Robert Chadwick
Tel: (416) 597-4285
Email: rchadwick@goodmans.ca

Brendan O'Neill
Tel: (416) 849-6017
Email: boneill@goodmans.ca

Fred Myers
Tel: (416) 597-5923
Email: fmyers@goodmans.ca

Caroline Descours
Tel: (416) 597-6275
Email: cdescours@goodmans.ca
Fax: (416) 979-1234

Lawyers for the Ad Hoc Committee, the Bridge Note Lenders and the DIP Lenders

AND TO: BELLMORE & MOORE
Suite 1600
393 University Avenue
Toronto, Ontario M5G 1E6

David C. Moore
Tel: (416) 581-1818 Ext. 222
Email: david@bellmore.ca

Diana M. Soos
Tel: (416) 581-1818 Ext. 225
Email: dmsoos@bellmore.ca
Fax: (416) 581-1279

Lawyers for Catalyst Capital Group Inc.

AND TO: FASKEN MARTINEAU DUMOULIN LLP

333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto ON M5H 2T6

Stuart Brotman

Tel: (416) 865-5419
Fax: (416) 364-7813
Email: sbrotman@fasken.com

Lawyers for Catalyst Capital Group Inc.

AND TO: MCCARTHY TETRAULT LLP

Box 48, Suite 5300
66 Wellington Street West
Toronto Dominion Bank Tower
Toronto, Ontario M5K 1E6

James D. Gage

Tel: (416) 601-7539
Fax: (416) 868-0673
Email: jgage@mccarthy.ca

Kevin McElcheran

Tel: (416) 601-7730
Fax: (416) 868-0673
Email: kmcelcheran@mccarthy.ca

Lawyers for QCP CW S.A.R.L.

AND TO: WRIGHT TEMELINI LLP

411 Richmond Street East
Suite 303
Toronto, ON M5A 3S5

Janice Wright

Tel: (416) 479-9685
Fax: (416) 368-7474
Email: janice@wrighttemelini.com

Lawyers for Equity Financial Trust Company, as trustee and collateral agent under the First Lien Notes, trustee under the Unsecured Senior Notes, and collateral agent under the Bridge Notes

AND TO: DAVIES WARD PHILLIPS & VINEBERG LLP
155 Wellington Street West
Toronto, Ontario M5V 3J7

Jay A. Swartz
Tel: (416) 863-5520
Fax: (416) 863-0871
Email: jswartz@dwpv.com
Lawyers for Obelysk Inc.

AND TO: BLAKE, CASSELS & GRAYDON LLP
199 Bay Street
Suite 4000
Commerce Court West
Toronto, Ontario M5L 1A9

Steven J. Weisz
Tel: (416) 863-2616
Fax: (416) 863-2653
Email: steven.weisz@blakes.com
Lawyers for Ericsson Canada Inc.

AND TO: MINDEN GROSS LLP
145 King Street West
Suite 2200
Toronto, Ontario M5H 4G2

Timothy R. Dunn
Tel: (416) 369-4335
Fax: (416) 864-9223
Email: tdunn@mindengross.com

Lawyers for Medallion Corporation, as authorized agent for each of Bramalea Road Holdings Ltd., Dean Park Holdings Ltd., 26, 32 & 38 Carluke Crescent Ltd, 55 Lisgar Holdings Ltd., Alameda Apartments Ltd., and 1755 Jane Street Ltd.

AND TO: BORDEN LADNER GERVAIS
1000, rue De La Gauchetière Ouest,
Suite 900
Montréal QC H3B 5H4

François D. Gagnon
Tel: (514) 954-2553
Fax: (514) 954-1905
Email: fgagnon@blg.com

BORDEN LADNER GERVAIS LLP
Scotia Plaza
40 King Street West
44th Floor
Toronto ON M5H 3Y4

Mary Arzoumanidis
Tel: (416) 367.6304
Fax: (416) 361.2448
Email: marzoumanidis@blg.com

Lawyers for Bell Canada

AND TO: MCLEAN & KERR LLP
Banisters and Solicitors Suite 2800
130 Adelaide Street West Toronto, ON M5H 3P5

Walter R. Stevenson
Tel: (416) 369-6602
Email: wstevenson@mcleankerr.com

Linda Galessiere
Tel: (416) 369-6609
Email: lgalessiere@incleankerr.com

Lawyers for Ivanhoe Cambridge Inc., 20 VIC Management Inc. and Primaris Retail
Real Estate Investment Trust and Morguard Investments Limited

AND TO: MINDEN GROSS LLP
145 King Street West
Suite 2200
Toronto, Ontario M5H 4G2

Catherine Francis
Tel: (416) 369-4137
Fax: (416) 864-9223
Email: cfrancis@mindengross.com

Lawyers for Bentall Kennedy (Canada) LP

AND TO: BERKOW, COHEN LLP
Suite 400
141 Adelaide Street West
Toronto ON M5H 3L5

Alexandra Lev-Farrell
Tel: (416) 364-4900
Fax: (416) 364-3865
Email: alev-farrell@berkowcohen.com

Lawyers for Bentall Kennedy (Canada) LP, agents for 10 Dundas Street Ltd.

AND TO: HIMELFARB PROSZANSKI LLP
480 University Avenue
Suite 1401
Toronto ON M5H 1V2

L. Leslie Dizgun
Tel: (416) 599-8080
Fax: (416) 599-3131
Email: ldizgun@himprolaw.com

Lawyers for Alpina Holdings Inc.

AND TO: INDUSTRY CANADA LEGAL SERVICES
235 Queen Street, 8th Floor East Tower
Ottawa ON K1A 0H5

Monica Phillips
Tel: (613) 960-2518
Email: monica.phillips@Justice.gc.ca

Mark Taggart
Tel: (613) 957-8143
Email: mark.taggart@Justice.gc.ca
Fax: (613) 954-5356

Lawyers for Industry Canada

AND TO: CHASE PAYMENTECH
976 E 2700 N North
Ogden, UT 84414

Lazonia M. Clark
Tel: (801) 823-3410 ext. 70288
Email: lazonia.clark@chasepaymentech.com

AND TO: DEPARTMENT OF JUSTICE CANADA
130 King Street West
Suite 3400, Box 36
Toronto, Ontario M5X 1K6

Jacqueline Dais-Visca
Tel: (416) 952-6010
Email: jdais@justice.gc.ca

Joseph Cheng
Tel: (416) 952-9022
Email: Joseph.Cheng@justice.gc.ca

Hilda Mozaffar
Phone: (416) 952-2129
Email: Hilda.Mozaffar@justice.gc.ca
Fax: (416) 973-0809

Lawyers for the Attorney General of Canada

INDEX

INDEX

	Tab	
Notice of Motion	1	
Draft Order		A
Affidavit of Mark Sumner sworn February 7, 2014	2	
Exhibit “A” – Master Services Agreement.		A
Exhibit “B” – Amendment No. 1 to the Master Services Agreement, dated March 31, 2012.		B
Exhibit “C” – Letter from Amdocs to Mobilicity, the CRO and the Monitor, dated October 17, 2013.		C
Exhibit “D” – Letter from the CRO to Amdocs, dated October 30, 2013.		D
Exhibit “E” –Email from Amdocs to Mobilicity and the Monitor, dated December 13, 2013.		E
Exhibit “F” – Email from Amdocs to Mobilicity, the Monitor and the CRO attaching invoice #134222, dated December 31, 2013.		F
Exhibit “G” – Mobilicity work order no. 2011.002, as amended, dated January 31, 2013.		G
Exhibit “H” – Amdocs invoice no. 134430, dated December 31, 2013.		H
Exhibit “I” – Email from Mobilicity to Amdocs, dated January 14, 2014.		I

TAB 1

ONTARIO

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS
INC., AND DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

Applicants

**NOTICE OF MOTION
(Returnable February 26, 2014)**

Amdocs Canadian Managed Services, Inc. (“**ACMS**”) and Amdocs Software Systems Limited (“**ASSL**” and, together with ACMS, “**AMDOCS**”) will present a motion to the Court on February 26, 2014, at 9:00 a.m. or as soon after that time as the motion can be heard at 330 University Avenue, Toronto.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

1. An order substantially in the form of the draft order attached hereto as Schedule “A”, inter alia:

- (a) abridging the time for service and validating service of this Notice of Motion and Motion Record, such that this motion is properly returnable on February 26, 2014;
- (b) the specific performance of the contractual and legal obligations of Data & Audio-Visual Enterprises Wireless Inc. (“**DAVE Wireless**” which, together with 8440522 Canada Inc. and Data and Audio-Visual Enterprises Holdings Inc., is collectively referred to as “**Mobility**”) pursuant to a Master Services Agreement (the “**MSA**”) concluded between DAVE Wireless and Amdocs, including, specifically, the payment by DAVE Wireless to Amdocs of the amounts that have become due and owing subsequent to the filing of an Initial Application on September 29, 2013 (the “**Initial Application**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C., 1985, c. C-36 (as amended, the “**CCAA**”) and the ensuing Initial Order rendered (the “**Initial Order**”), totalling:
 - (i) **\$138,889** per month in respect of unpaid services forming part of the so-called “Implementation Fees,” for a total, as at the date hereof, of **\$694,445**;
 - (ii) **\$814,600** in respect of a so-called “Reconciliation Payment” further to defaults of Dave Wireless under the MSA;

(iii) **\$235,274.99** in respect of “Additional Services” which have not been disclaimed by Mobilicity and which Amdocs has been readying for deployment.

(c) that, in the event of failure by DAVE Wireless to pay Amdocs the amounts so ordered by the Court, the Stay of Enforcement Rights and Proceedings provided in the Initial Order shall be lifted as against Amdocs, and Amdocs shall be permitted to: (i) invoke the default clauses in the MSA; (ii) immediately cease providing services to the Applicants under the MSA; (iii) immediately cancel and terminate the MSA for all intents and purposes, without prejudice to Amdocs’ claims and entitlements as a result of such default and notwithstanding the termination clauses, terms and conditions of the MSA.

(d) such further and other relief as counsel may request and this Court may deem just.

THE GROUNDS FOR THE MOTION ARE AS FOLLOWS:

1. On September 29, 2013, Mobilicity filed an application before this Honourable Court for an Initial Order under the CCAA;

2. On September 30, 2013, this Court issued the Initial Order granting the aforementioned application and, *inter alia*:

- (a) Ordering a Stay of Proceedings against the creditors of Mobilicity until October 30, 2013. This Stay of Proceedings has most recently been continued and extended to February 26, 2014 (the “**Stay Period**”) pursuant to an Order issued on December 19, 2013.
- (b) Appointing Ernst & Young Inc. as Monitor in the CCAA proceedings of Mobilicity (the “**Monitor**”);
- (c) Ratifying and authorizing the engagement of BlueTree Advisors II Inc. as Chief Restructuring Officer, under the direction and supervision of Mr. William E. Aziz (in such capacity, the “**Chief Restructuring Officer**” or the “**CRO**”);
- (d) Ordering that during the Stay Period, no Person (as such term is defined in the Initial Order) shall discontinue, fail to honour, interfere with, repudiate, terminate or cease to perform any right, contract, agreement, licence or permit in favour of or held by Mobilicity, except with the written consent of Mobilicity and the Monitor, or leave of this Court (see section 17 of the Initial Order);
- (e) Ordering that during the Stay Period, all Persons having agreements with any of the Applicants (being the three entities comprising the Mobilicity Group) for the supply of goods and services, are restrained until further order of this Court from discontinuing, altering, interfering or terminating

the supply of such goods or services as may be required by any of the Applicants, provided in each case that the normal prices or charges for all such goods or services received after the date of the Initial Order are paid by the applicable Applicant in accordance with normal payment practices of that Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor or as may be ordered by this Court (see section 18 of the Initial Order);

- (f) Ordering that, notwithstanding anything else in the Initial Order, no person shall be prohibited from requiring immediate payment for goods, services, use of lease or license to property, or other valuable consideration provided on or after the date of the Initial Order, nor shall any person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to any of the Applicant and further providing that nothing in the Initial Order shall derogate from the rights conferred and obligations imposed by the CCAA (see section 19 of the Initial Order);
- (g) Ordering that subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as such term is defined in the Initial Order), Mobilicity has the right to disclaim, in whole or in part, with prior consent of the Monitor and the DIP Lenders, or further order of the Court, such of their arrangements or agreements in accordance with section 32 of the CCAA, with such

disclaimers to be on such terms as may be agreed upon between the Applicants and such counter-parties, or failing such agreement, with the consequences thereof to be dealt with in the plan (see section 12(c) of the Initial Order);

3. Amdocs is seeking relief from this Court in view of the untenable situation in which it finds itself, whereby, at the request of Mobilicity, under the direction of the CRO and the supervision of the Monitor, Amdocs is continuing to render all of the essential services upon which Mobilicity relies in order to pursue its operations pending the outcome of the CCAA Proceedings, yet without being paid the full consideration pertaining thereto.

4. As at the date hereof, Mobilicity continues to use and derive benefit from software and services paid for by Amdocs and made available to Mobilicity by Amdocs, without providing any consideration therefor.

5. Amdocs' obligations also entail the granting and use of non-perpetual licenses by Mobilicity. As at the date hereof, these non-perpetual licenses are being used by Mobilicity, which derives benefit therefrom, yet no consideration is being provided to Amdocs in respect thereof.

6. Consequently, despite the terms of the initial order and of the CCAA, Mobilicity is failing and refusing to perform its obligations, which have been incurred and continue

to be incurred subsequent to the Initial Order (“post-filing”) in respect of services being provided by Amdocs subsequent to the Initial Order (“post-filing”).

7. Similarly, Mobilicity is in default of its obligations under the MSA in that it has failed and refused to honor its commitments with respect to so-called “Additional Services” contemplated in the MSA and for which it has made its own commitments and in respect of which it provided consideration to Mobilicity.

8. The MSA contemplates a Reconciliation Payment in respect of any failure to order these Additional Services, which payment Mobilicity refuses to honor, despite never having disclaimed, in whole or in part, the MSA.

9. There is no valid reason in fact or in law for these obligations to be stayed.

10. These sudden, unilateral decisions to purportedly disclaim selective components of the MSA, without any known approval by the Monitor and without any reasonable cause, has resulted in prejudice being suffered by Amdocs and constitutes a violation of the terms of the CCAA and of the Initial Order.

11. Amdocs is therefore justified in requesting and does hereby request that DAVE be ordered to honor its supposed filing obligations, including the payment of the so-called “Implementation Fees”; the payment of the Reconciliation Payment and the payment of the sums due in respect of the Additional Services.

12. Amdocs also requests that failure on the part of DAVE to pay the amounts so ordered by the Court, then in such case, Mobilicity shall be entitled to invoke the defaults under the MSA and immediately cease performing its obligations under the MSA and terminate all services and licensing rights provided.

13. Additional grounds for this Motion are:

- (a) the facts as set out in the Affidavit of Mark Sumner sworn February 7, 2014 (the “**Sumner Affidavit**”);
- (b) the provisions of the Initial Order;
- (c) the provisions of the CCAA;
- (d) the *Rules of Civil Procedure* (Ontario), including Rules 1.04 and 16.04; and
- (e) such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE MOTION:

- (a) the Sumner Affidavit and the exhibits annexed thereto;

- (b) such further and other evidence as counsel may advise and this Court may permit.

February 7, 2014

DENTONS CANADA LLP

1 Place Ville Marie
Suite 3900
Montreal, QC H3B 4M7

Roger P. Simard / Ari Y. Sorek

LSUC Temporary Licensees (2014)
Quebec Bar Nos.: 180496-1 / 258252-0
Telephone: 514 878-5834 / 514 878-8883
Facsimile: 514 866-2241 / 514 866-2241
E-mail: roger.simard@dentons.com /
ari.sorek@dentons.com

C. Blake Moran

LSUC No.: 62296M
Telephone: 416 863-4495
Facsimile: 416 863-4592
E-mail: blake.moran@dentons.com

*Lawyers for Amdocs Canadian Managed
Services, Inc. and Amdocs Software Systems
Limited*

To: THE SERVICE LIST

TAB A

ONTARIO

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.	)	WEDNESDAY, THE 26 th DAY
	)	OF FEBRUARY, 2014
JUSTICE NEWBOULD	)	

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGMENT ACT*, R.S.C.
1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS
INC., AND DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

Applicants

ORDER

THIS MOTION, made by Amdocs Canadian Managed Services, Inc. ("**ACMS**") and Amdocs Software Systems Limited ("**ASSL**", and, together with ACMS, "**Amdocs**") for an order substantially in the form attached as Schedule "A" to the notice of motion dated February 7, 2014 (the "**Notice of Motion**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the affidavit of Mark Sumner sworn on February 7, 2014 and on hearing the submissions of counsel for Amdocs, the Applicants and the Monitor, no one appearing for any other party, although properly served as appears from the affidavit of service of ●, sworn on February ●, 2014, filed,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

IMPLEMENTATION FEES

2. **THIS COURT ORDERS AND DECLARES THAT** the amounts owed by the Applicants to Amdocs in respect of the so-called “Implementation Fees”, pursuant to sections 12.1.2 and 12.1.3 of the Managed Services Agreement dated October 15, 2009, between Data & Audio-Visual Enterprises Wireless Inc. and Amdocs (as amended, the “**MSA**”), and more specifically, those fees set out at sections 1.1 and 12 of Schedule 5 included at “Amendment No. 1” to the MSA dated April 2, 2012 (the “**Schedule 5**”), coming due after September 30, 2013, constitute a post-filing obligation of the Applicants payable on each applicable due date, in accordance with the terms of the initial order granted in these proceedings on September 30, 2013 (the “**Initial Order**”).

3. **THIS COURT ORDERS AND DECLARES THAT** the amount due and payable to Amdocs by Mobilicity in respect of the so-called “Implementation Fees” on a monthly basis, in advance and on the first day of the month as of March 1, 2014, is **\$138,889**, and that the sum total of all amounts due and owing by the Applicants as at the date of the hearing hereof in respect of unpaid so-called “Implementation Fees” is **\$694,445**;

RECONCILIATION PAYMENT

4. **THIS COURT ORDERS AND DECLARES THAT** the amount due and payable to Amdocs by Mobilicity in respect of the “Reconciliation Payment” due pursuant to section 6.5 of Schedule 5, as invoiced by Amdocs on December 31, 2013 (Invoice #134222) in the amount of **\$814,600**, coming due after September 30, 2013, constitutes a post-filing obligation of the Applicants payable on December 31, 2013, in accordance with the terms of the Initial Order.

ADDITIONAL SERVICES

5. **THIS COURT ORDERS AND DECLARES THAT** the amounts owed by the Applicants to Amdocs in respect of the “Additional Services”, pursuant to section 10 of the MSA and, specifically, Work Order #2011.002 (as amended, including most recently on January 1, 2013 by way of Amendment #3) in the amount of **\$235,274.99**, coming due after September 30, 2013, constitutes a post-filing obligation of the Applicants to pay, and are payable by the Applicants in accordance with the terms of the Initial Order.

ENFORCEMENT AND STAY OF ENFORCEMENT OF RIGHTS

6. **THIS COURT ORDERS** the Applicants to pay, within **[15]** days from the date herein, to Amdocs the aforementioned amounts of **\$694,445** (in respect of the so-called “Implementation Fees”), **\$814,600** (in respect of the “Reconciliation Payment”), and **\$235,274.99** (in respect of the “Additional Services”), as well as, on the first of each subsequent month commencing on March 1, 2014, the monthly payment of **\$138,889** in respect of the so-called “Implementation Fees”.

7. **THIS COURT ORDERS THAT** should the Applicants fail to pay Amdocs the post-filing sums due in accordance with the terms of the Initial Order and of this Order, namely the total sum of **\$1,744,319.99** (calculated as at the date hereof) and the subsequent monthly payments of **\$138,889**, or any portion thereof, the Stay of Enforcement of Rights provided in the Initial Order shall be lifted as against Amdocs, which shall then be permitted, without obtaining any further order from this Court, to: (i) invoke the default clauses in the MSA; (ii) immediately cease providing services to the Applicants under the MSA; (iii) immediately cancel and terminate the MSA for all intents and purposes, without prejudice to Amdocs' claims and entitlements as a result of such default and notwithstanding the termination clauses, terms and conditions of the MSA.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., AND DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

Applicants

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT TORONTO

ORDER

DENTONS CANADA LLP
1 Place Ville Marie
Suite 3900
Montreal, QC
H3B 4M7

Roger P. Simard / Ari Y. Sorek
LSUC Temporary Licensees (2014)
Quebec Bar Nos.: 180496-1 / 258252-0
Telephone: 514 878-5834 / 514 878-8883
Facsimile: 514 866-2241
E-mail: roger.simard@dentons.com /
ari.sorek@dentons.com

C. Blake Moran
LSUC No.: 62296M
Telephone: 416 863-4495
Facsimile: 416 863-4592
E-mail: blake.moran@dentons.com

*Lawyers for Amdocs Canadian Managed Services,
Inc. and Amdocs Software Systems Limited*

RCP-E 4C (July 1, 2007)

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., AND DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.
Applicants

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT TORONTO

**NOTICE OF MOTION
(Returnable February 26, 2014)**

DENTONS CANADA LLP
1 Place Ville Marie
Suite 3900
Montreal, QC
H3B 4M7

Roger P. Simard / Ari Y. Sorek
LSUC Temporary Licensees (2014)
Quebec Bar Nos.: 180496-1 / 258252-0
Telephone: 514 878-5834 / 514 878-8883
Facsimile: 514 866-2241
E-mail: roger.simard@dentons.com /
ari.sorek@dentons.com

C. Blake Moran
LSUC No.: 62296M
Telephone: 416 863-4495
Facsimile: 416 863-4592
E-mail: blake.moran@dentons.com

*Lawyers for Amdocs Canadian Managed Services,
Inc. and Amdocs Software Systems Limited*

TAB 2

ONTARIO

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS
INC., AND DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

Applicants

**AFFIDAVIT OF MARK SUMNER
(Sworn on February 7, 2014)**

I, Mark Sumner, of the City of Mississauga, in the Province of Ontario, MAKE OATH
AND SAY:

1. I am the Senior Manager (Contractual Relationship Management) of Finance and Contract Management at Amdocs Canadian Managed Services Inc. (“**ACMS**”). As such, I have personal and direct knowledge of the various contractual obligations and undertakings pertaining to the relationship between, ACMS and Amdocs Software Systems Ltd. (“**ASSL**,” and, together with ACMS, “**Amdocs**”) on one hand, and Data and Audio-Visual Enterprises Wireless Inc. (“**DAVE Wireless**,” which, together with 8440522 Canada Inc. and Data and Audio-Visual Enterprises Holdings Inc., is collectively referred to as “**Mobilicity**”), on the other hand.

2. I have been personally and directly involved in various aspects of Amdocs' relationship and dealings with Mobilicity since, and indeed prior to, the issuance of the initial order by this Honourable Court on September 30, 2013 (the "**Initial Order**") further to the filing by Mobilicity of an Initial Application Record on September 29, 2013 (the "**Initial Application**").

BACKGROUND

3. Amdocs is a leading provider of software and services for communications, media and entertainment industries service providers across the world. It develops, implements and manages software and services associated with business support systems, operational support systems and network control and optimization offering to enable service providers to efficiently and cost-effectively introduce new products and services, process orders, monetize data and support new business models and generally enhance their understanding and management of their customers. These are generally referred to by Amdocs as customer experience systems, given their crucial impact on the service providers and user experience.

4. Amdocs' product offering consists of an extensive software portfolio that has been developed to provide comprehensive customer experience systems functionality for service providers. Amdocs' software systems support the full strand of the customer life cycle: revenue management, customer management, operations support, network control and optimization and digital services. It includes services for deployment, configuration, integration, security, user interface and monitoring and control.

5. Mobilicity carries on business as a Canadian wireless telecommunications carrier. It provides cellular service to Canadians in five urban markets across Canada, in addition to providing hardware (handsets and accessories) to its customers (subscribers or end-users) in the telecommunication industry. Simply stated, Amdocs provides all the backroom software and infrastructure between Mobilicity, on the one hand, and the subscribers and vendors on the other hand.

6. With respect to Mobilicity specifically, from Mobilicity's inception, Amdocs has and continues to be the sole provider and system operator that handled the complete subscriber lifecycle activities, including activating an end-user's wireless device and its account in the Mobilicity network; cancellation of service; systems and transactional interfaces with other wireless carriers; rate plan changes; billing; prepaid charging; processing customer payments; customer care applications and additional support functions. With respect to the dealers with which Mobilicity transacted, Amdocs is instrumental in assisting Mobilicity in determining and dispensing commissions, orders, point of sale systems and customer data traffic handling.

7. In addition, Amdocs ensures monitoring services, maintenance of the infrastructure which includes Amdocs equipment, Amdocs systems and Amdocs third party software, management of all third party vendors that provide hardware, software or services which interface with the services provided by Amdocs.

8. In the Fall of 2009, Amdocs and DAVE Wireless signed a Master Services Agreement with respect to the product and service offerings to be provided to Mobilicity by Amdocs.

9. Amdocs' formal engagement with DAVE Wireless commenced with the September 12, 2008 signing of a Non-Disclosure Agreement between DAVE Wireless and ASSL. Amdocs responded to a request for proposals by DAVE Wireless and, as the selected vendor, negotiations ensued in June 2009 to establish a letter of authorization ("LOA") between DAVE Wireless, ACMS and ASSL, which would eventually form the basis of a definitive agreement.

10. As the magnitude of the LOA grew during negotiations, a more formal letter of intent was drafted and, finally, in September 2009, a definitive agreement, now known as the Managed Services Agreement, was executed.

11. Following additional negotiations, on December 22, 2009, the parties came to an agreement on the Master Services Agreement currently in force. Copy of said Master Services Agreement (the "MSA") is annexed hereto, along with its schedules, as **Exhibit "A"**, and is filed under seal of confidentiality.

12. The initial term of the MSA was to April 30, 2016.

13. On March 31, 2012, an amendment to the MSA was executed (“**Amendment no. 1**”). Copy of Amendment no. 1 is annexed hereto as **Exhibit “B”** and is filed under seal of confidentiality.

14. The main purpose of Amendment no. 1 was: (a) to extend the term of the MSA for an additional 32 months, until December 31, 2018, and (b) to revisit the payment schedules initially contemplated between the parties in respect of the payment amounts to be made by DAVE Wireless.

15. Indeed, although Amdocs generally charges and receives payment in advance for its services and license offerings when it engages in contractual relations with new service providers or clients, DAVE Wireless had requested a derogation from this manner of proceeding and from the initial payment schedule agreed upon in October 2009, principally in order to enable it to better manage its cash flow and lower its initial lump sum payments.

16. Indeed, in preparing the offer and initial agreement, Amdocs was advised by Mobilicity that their operating model was to outsource its services as much as possible in order to transact with proven reliable vendors and to maintain a minimum of staff that would focus on oversight.

17. Over time, Mobilicity’ demands and needs increased, such that the number of Amdocs’ personnel that performed services on behalf of Mobilicity, including, principally, vendor management, increased accordingly. As such, Amdocs’ personnel

acted, for all intents and purposes, as if they were Mobilicity employees. Indeed, Mobilicity aimed to invest as little as possible in system's assets, in order to preserve its capital for launching as an alternative carrier to the much larger wireless carriers in the Canadian market, namely Rogers Communications Inc., Bell Canada Inc. and TELUS Corporation.

18. Throughout the relationship between Mobilicity and Amdocs until today, Mobilicity depends entirely on Amdocs for the daily performance of DAVE Wireless' billing, payments processing and customer care systems, all of which have direct impacts on the related customer experience and, consequently, on its general competitiveness in Canadian wireless industry.

19. In fact, it may be safely asserted that without the services currently being provided by Amdocs and the use of Amdocs' software, Mobilicity simply would not be able to continue its operations.

20. Given the strong relationship developed between Mobilicity principals and Amdocs principals, and given Mobilicity's status as a small start-up company, Amdocs agreed to grant DAVE Wireless favourable payment terms.

21. Amendment no. 1 was initiated by Mobilicity in order to provide immediate fee relief in a short and medium term.

22. As consideration for addressing Mobilicity's issues in granting these more favorable payment terms, Mobilicity made certain future business commitments, including the extension of the term of the MSA and the undertaking to retain Amdocs for additional services (the whole as more fully set forth herein and in Section 5 of Schedule 5 (forming part of Amendment no. 1)) (the "**Additional Services**").

23. Amdocs never received any notice of disclaimer from Mobilicity or the Monitor in respect of the MSA.

THE "IMPLEMENTATION FEES"

24. The payments and fees corresponding to both the implementation (start-up or deployment *per se*) of the Amdocs' systems and software, for current and ongoing use of Amdocs' systems and services in general, and for software licenses granted to DAVE Wireless, were all attributed a collective, albeit unfortunate and inexplicable designation as "Implementation Fees." Such defined term does not change the nature of the payments which directly relate—not to past performed services—but to current and ongoing services.

25. It is clear to Amdocs that the term "implementation" in respect of the aggregate of all the sums to be paid by DAVE Wireless is not to be interpreted in accordance with its colloquial or "everyday" meaning, but rather within the strict meaning attributed to it and defined in the contractual documents concluded between DAVE Wireless and Amdocs.

26. Indeed, as set forth below, the “Implementation Fees” include not only initial implementation (or start-up) costs (i.e. actual implementation, or deployment, within the everyday sense of the term), but is also comprised of payments due for current and ongoing services being provided on a daily basis, as well as ongoing license payments that provide Mobilicity with a right of use to licenses granted by Amdocs as Mobilicity operates on a daily and monthly basis.

27. Mobilicity continues to use services and licenses which are included within the term “Implementation Fees” but which are not correlated to any license rights or services actually pertaining to or required for the implementation *per se* (or start-up/deployment) of the Amdocs Systems within and for the benefit of Mobilicity.

28. Mobilicity continues to use the systems and licenses (forming part of the consideration labelled as “Implementation Fees”) on a daily basis as of today, yet refuses to pay the entirety of the sums due in respect thereof.

29. The following terminology, as employed in the various contractual documents entered into between DAVE Wireless and Mobilicity, requires explanation as follows:

- (a) the present dispute between DAVE Wireless and Amdocs pertains to the “**Implementation Fees**” included within the Fees Schedule at Section 12 of Schedule 5 as included within Amendment no.1 to the MSA (hereinafter referred to, for convenience, as “**Schedule 5**”). Specifically, the parties disagree as to the legal qualification to be attributed to this

rubric of obligations, DAVE Wireless being of the opinion that they pertain strictly to the implementation *per se* (i.e. start-up or deployment costs) which were due and owing prior to filing of the Initial Application and therefore a provable claim in an eventual plan of arrangement or bankruptcy, whereas Mobilicity contends that its payment corresponds, *inter alia*, to actual consideration being provided by Amdocs throughout the term of the agreement, including the post-filing period and therefore ought to be paid as and when the services are provided post-filing. The schedule of payments under this rubric is found at page 9 of 11 of Exhibit B;

- (b) Subsection 1.1 of Schedule 5 provides as follows:

As provided in Sections 12.1.2 and 12.1.3 of the Agreement, Amdocs shall charge DAVE, and DAVE shall pay Amdocs, for the **Implementation Services** for the license and implementation of the customized **Amdocs Systems** at DAVE, as specified in Schedule 7, the sum of CAD\$11,855,000 (“**Implementation Fee**”) of which the initial term license fee of the modified software is CAD\$10,000,000. This software will be used in the outsourcing services provided by Amdocs to DAVE. Amdocs shall invoice DAVE for the Implementation Fee in varying instalments on the first day of each month according to the Schedule specified in Section 12 of this Schedule.

- (c) “**Implementation Fees**” is therefore a defined term attributed to the aggregate of the amounts due in respect of the “implementation services for the license and implementation of the customized **Amdocs Systems** at DAVE, as specified in Schedule 7”. Clearly, there is a \$10,000,000 fraction of the Implementation Fee which corresponds directly to actual

licensing being provided by Amdocs to DAVE Wireless over the term of the agreement. It is also clear that the software is currently being used for outsourcing services provided by Amdocs. Amdocs was not providing any outsourcing services of such magnitude at the embryonic stages of the relationship between the parties. Services are being provided by Amdocs continuously notwithstanding the terminology used and DAVE Wireless is using the licenses provided by Amdocs post-filing without providing any consideration therefor.

- (d) “**Amdocs Systems**” is defined at Subsection 1.2.7 of the MSA (Exhibit A) as:

The **Amdocs Software** together with any **Enhancement** thereto to be developed or provided by Amdocs in accordance with this Agreement, including all software (provided solely in object code), designs, specifications, improvements, techniques, flowcharts, and other materials related thereto.

- (e) Subsection 1.2.6 of the MSA defines “**Amdocs Software**” or “**Software**” as:

Certain generic, proprietary core software products, included within the Amdocs family of products, all as specified in Schedule 1 and new releases or versions provided thereto during the Term and in accordance with provisions of this Agreement.

Therefore, the term “Amdocs Software” clearly refers to subsequent releases or versions of the Software to be eventually and subsequently provided during the entirety of the Term, and therefore, necessarily,

cannot pertain only to start-up or deployment *per se* within the meaning attributed to it by DAVE Wireless.

- (f) “**Enhancement**” is defined at Section 1.2.19 as meaning:

Any modification of the Amdocs systems, including the development of a Local Extension Layer (“**LEL**”) to the core software.

Therefore, “**Enhancements**,” which forms part of the definition of “Amdocs Systems,” which in turn forms part of the “Implementation Fees,” clearly refers to future modifications and developments to be performed by Amdocs and thereby clearly refers to future services which have no bearing on the actual start-up or implementation *per se* of the entire body of services being provided by Amdocs to DAVE Wireless.

- (g) The term “Implementation Services,” to which the term “Implementation Fee” refers at Section 1.1 of Schedule 5, is defined at Section 2.2.1 of the MSA as being the “services for the implementation of the customized Amdocs Systems, as specified in Schedule 7 (the “**Implementation Services**”).

- (h) The MSA further provides, at section 2.2.2, that the “Implementation Services include the following areas”:

- (a) Program Management
- (b) Scoping Workshop

- (c) Business Process flow verification and/or design, including documentation
- (d) Infrastructure Design and Implementation that includes overall solution design, dimensioning, ordering, installation, testing, monitoring, maintenance, capacity planning, performance testing and any other activities required to ensure smooth operation of the Managed Systems.
- (e) Requirements verification and gathering, including documentation suitable for signoff/acceptance by relevant DAVE personnel (i.e., HLD documentation)
- (f) Development
 - 1. Localization and Interfaces Development
 - 2. Business Parameters Table (BPT) Set up
 - 3. Any and all configuration, source code modifications and/or integration required on any Amdocs supported system to support the signed-off requirements and business processes
- (g) End to End Integration Tests & Quality Assurance of all functionality
- (h) Training
- (i) User Acceptance Tests Support

Once again, Section 2.2.2(d) *in fine* includes “any other activities required to ensure smooth operation of the Managed System” as a forming part of the Implementation Services. Once again, the parties elected to include future, unknown and potential activities as forming part of the Implementation Services without any regard for the colloquial meaning of the term “Implementation” or for that which is required to literally deploy the services and architecture provided by Amdocs.

- (i) “**Managed Systems**” is defined at Section 1.2.25 as meaning the “Amdocs Systems and any Third Party systems managed by Amdocs.” In fact, “**Amdocs Systems**” refers to the entire body of services and products which were and continue to be provided by Amdocs for the purposes of Mobilicity’s ongoing day-to-day operations. Indeed, the term “Amdocs Systems” is used in a myriad of places throughout the MSA, including, in many instances, in contexts which do not pertain to deployment or start-up *per se* (see, for example, the definition of “**Gap Mediation**” at Section 1.2.21; “**Data History Subscriber**”, “**Disconnected Subscriber**” and “**Hotlined Subscriber**” at Section 1.2.38).
- (j) At Section 8.1, the MSA provides that Amdocs “grants to DAVE a non-transferable right and license during the Initial Term, to use the Amdocs Systems... solely for DAVE’s telecommunication business purposes in the Territory and in order to receive Amdocs’ services.” Therefore, the use of the license, throughout the Initial Term, pertains to the use of the Amdocs Systems, which in turn forms part of the definition of “**Implementation Services**” which in turn forms part of the definition of “**Implementation Fee**.” Similarly, among the license restrictions, which are incumbent upon DAVE Wireless to respect, is the prohibition to “disassemble, reverse engineer, or decompile or modify the core software components of the Amdocs Systems or the software components used in performing the Services”, pursuant to Subsection 8.2(b).

- (k) At Section 13.8, the MSA provides as follows:

Following a lawful termination by DAVE or expiration of this Agreement, Amdocs, at DAVE's option, shall grant to DAVE a perpetual and non-transferable license to use the Amdocs Systems for DAVE's businesses. Amdocs shall also offer to DAVE the right to order maintenance services (including enhancements and upgrades) and support services with respect to the Amdocs Systems, to the extent such services are made available to Amdocs' other customers. Such licenses and services will be provided at prices and payment terms as set out in Schedule 5, and as otherwise agreed in writing by the Parties, pursuant to Orders placed under this Agreement (for which purpose this Agreement will be deemed to survive).

Therefore, reference is made to a perpetual license to use the Amdocs Systems and the right to order maintenance and support services with respect to the "Amdocs Systems," all of which is incongruous with any interpretation of "Amdocs Systems" as being strictly part of the deployment of the general body of services and products previously provided by Amdocs. This further clarifies that the license Mobilicity uses now is non-perpetual. It would have to pay a further fee if it wished to have a perpetual license after termination of the MSA.

- (l) Section 13.9 also contemplates the "transitioning of responsibility for the Amdocs Systems components to DAVE or another service provider."
- (m) Section 4.4 of the MSA provides that "Amdocs will grant to DAVE the requisite right to use licenses in conjunction with the Amdocs Systems".

As set forth below, the licenses at issue do not pertain solely to rights that were granted at deployment or start-up *per se*, but rather continue to be provided and used on a daily basis as at the date hereof.

- (n) Section 12.1.2 of the MSA provides that:
- (o) In consideration for Amdocs' performance of the Services, DAVE will pay to Amdocs the fees, all as set out in **Schedule 5**
- (p) Section 12.1.3 of the MSA provides that:

In consideration for the granting of the License as set out in Section 8, DAVE shall pay Amdocs the initial term license fee (included in the implementation fees) as set out in **Schedule 5**, and, if applicable, the mutually-agreed license fee for each Renewal Term entered into by the Parties.

Although the absence of capitalized letters may lead one to believe that this clause does not, on its face, refer to the defined term “**Implementation Fee**,” it is clear that the Implementation Fees in question correspond to the granting of the “**Licenses**” “as set out in Section 8”, the payment terms for which are “set out in Schedule 5,” which form the object of the dispute on the issue of DAVE Wireless’ post-filing obligations.

- (q) Similarly, Section 12.2.1, pertaining to invoicing, provides that: “Fees for the **License** and **Services** shall be invoiced in accordance with Schedule 5.

The payment terms in Schedule 5 correspond to **License** and **Services** and not to a mere implementation (i.e. in the sense of deployment).

- (i) **Services** is defined in the MSA, at Section 1.2.35 as meaning “the **Implementation Services**, the **Outsourcing Services** and any **Changes** thereto that will be performed by Amdocs in accordance with this Agreement.” “Licenses” is employed as though it was a defined term, but there does not appear to be any definition for it in the MSA.

- A. **Implementation Services** is defined at s. 2.2 of the MSA (see above).

- B. The **Outsourcing Services** referred to in the definition of Services, which in turn is referred to at Section 12.2.1 as being that which is to be invoiced in accordance with Schedule 5 (being the object of the present dispute), is comprised of the following principal categories:

- I. Service Delivery Management, which includes Help Desk responsibility, and any new implemental functionality implementation;

- II. Data Center and Information Technology (IT) operations, including assets management, equipment setup and maintenance and monitoring of hardware and software performance, daily backup and restoration services, capacity management, network security and database administration;
 - III. Billing Operations, including billing run schedules, monitoring and support, revenue assurance, quality assurance on billing runs, accounts receivable reporting and auditing;
 - IV. Application Support, including management and resolution of application issues, new functionality and system enhancements, new release testing and deployment planning, technical training and trainer training.
- C. “**Changes**” refers to changes requested by Mobilicity or initiated by Amdocs throughout the Term in the context of the relationship between the parties (see, *inter alia*, s. 10.2 of the MSA).

- (r) Perhaps most indicative of the malleable nature of the term “Implementation Fee” is the language in Section 1.3 of Schedule 5, which states:

Pursuant to Section 5 of this Schedule, the Implementation Fee and the associated fees specified in the table set forth in Section 12 of this Schedule is subject to change as and if mutually agreed based upon finalization of the list of Third Party products to be included within the scope of the Amdocs Systems and the Parties’ mutual determination of the extent to which such Third Party products shall be Amdocs Third Party Software (and/or Amdocs Equipment), or DAVE Third Party Software (and/or DAVE Equipment).

Accordingly, the parties contemplated that the amount of the Implementation Fee and the other fees specified in the table at Section 12 of Schedule 5 would be subject to change as a function of the **Third Party Products** to be included as part of the Amdocs **Third Party Software**.

- (i) “**Third Party Products**” corresponds to products provided to Amdocs by Third Party Vendors in relation to the services that Amdocs continues to provide, post-filing to Mobilicity and includes storefront point of sale systems; customer/dealer payment processing and dealer commissioning; dealer inventory ordering; customer data traffic handling; customer care document management systems; fraud management systems; Enterprise Resource Planning systems (which handles the financial account and revenue handling).

- (ii) An exhaustive list of all **Third Party Software** used by Amdocs as part of the Services provided to Mobilicity is found at Schedule 2A to the MSA. These are Third Parties who require payment by Amdocs of the Systems and Software provided by Amdocs for the benefit of Mobilicity, but for which Mobilicity is currently not paying Amdocs since the Initial Order.

30. Notwithstanding the various technical definitions within the MSA and the actual wording thereof, which only serve to confirm Amdocs' interpretation and position on the intention of the parties when using the term "Implementation Fees," it remains that at the operational and accounting level, Mobilicity is clearly deriving benefit and obtaining services and using licenses which correspond to the aggregate total of \$11.855 million fee (regardless of its nomenclature). Consequently, the fees which Mobilicity is refusing to pay correspond to licenses (see list at Schedule 1 to the MSA) and other valuable consideration which is being provided to Mobilicity post-filing, such that the consideration due in respect thereof is considered by Amdocs to be a post-filing obligation of DAVE Wireless.

31. Specifically, Amdocs provides licensing for 17 different items of Amdocs Software, as listed in Schedule 1 to the MSA. Subject to payment of the fees, Mobilicity has a right of use of the Amdocs Systems (which includes the Amdocs Software), in conjunction with the Outsourcing Services (see section 2.3.1 of the MSA). In other words, Mobilicity cannot use the license unless the Outsourcing Services are being provided by Amdocs. The license is only valid during the Term of the MSA. As noted in

section 8.1.3 of the MSA, the license is non-perpetual. Considering that the licensing is non-perpetual, that it is subject to the payment of the fees, and that the fees are spread over time into the future as part of the Implementation Services, the license grant is not one which pertains only to deployment, implementation or start-up *per se*. To the contrary, the license grant is significantly useful and relevant to the ongoing, current and continuing services being provided by Amdocs post-deployment/implementation/start-up.

32. Yet, even as this consideration is being provided to Mobilicity by Amdocs, Amdocs is not receiving the correlative payments due by Mobilicity.

33. The payment schedule established by the parties in order to accommodate Mobilicity was so established without regard for the timing pertaining to the deployment of the services actually being rendered. As such, the inexplicable use of the term “Implementation Fee” is deceiving and indeed unfortunate as it does not correlate exclusively to implementation (or deployment) *per se*.

34. Rather, it is clear that the invoices issued by Mobilicity post-filing correspond to consideration which has been provided by Amdocs post-filing. The fact that Mobilicity *could* have paid for the licenses in advance prior to the filing of the Initial Application does not detract from the fact that Mobilicity did not pay for same in advance and therefore, the consideration is now owed by DAVE Wireless to Amdocs and corresponds to services being rendered after the filing of the Initial Application and the issuance of the Initial Order.

35. To calculate a fair and reasonable amount which best corresponds to the actual value of the license grants enjoyed by Mobilicity post-filing, and based on the terms of s. 1.1 of Schedule 5 at Amendment no. 1 to the MSA, Amdocs has considered only the \$10,000,000 which corresponds to the license fee payable by Mobilicity to use the customized Amdocs Systems during the Initial Term (i.e.: until June 2016). This is a fraction of the \$11,855,000 payable by Mobilicity in respect of the “Implementation Fee.” The table below illustrates this breakdown.

Term License	\$ 10,000,000
Net Implementation	\$ 1,855,000
Total "Implementation Fee"	\$ 11,855,000

36. Indeed, at Section 1.1 of Schedule 5, the parties specified that the \$10,000,000 out of the \$11,855,000 was attributed to the use of the licenses *per se*, which is what Mobilicity is still using and not paying for today.

37. The \$1,855,000 corresponds to actual, literal implementation, in the sense of deployment. The balance has been assimilated (notionally) to “Implementation Fee” but is not, in fact, truly related to implementation or deployment *per se*, but rather to continued and subsequent services and licensing rights.

38. In view of the 72-month period that constitutes the Initial Term (namely the period from May 2010 to April 2016: see the payment schedule at s. 12 of Schedule 5), Amdocs has prorated the said \$10,000,000 on a monthly basis, such that the monthly payment per month is **\$138,888.89** (\$10,000,000 / 72 months).

39. This is considered by Amdocs to be the fair, equitable and most accurate manner of pricing the value of each month of license rights and services being enjoyed by Mobilicity and being provided by Amdocs.

40. Indeed, the parties had attributed a value of \$10,000,000 to these licenses and services, and, for considerations that have no bearing on or relation to the actual value of the services being provided on a monthly basis, established a payment schedule (at s. 12 of Schedule 5) for purely business considerations, namely to alleviate cash flow concerns of Mobilicity. Had the parties decided to establish a payment structure on a “pay-as-you-go” basis over the same 72-month period, it is likely that an amount closely approximating the aforementioned figure of \$138,888.89 would have been established.

41. I consider that this is indeed a fair and equitable manner of pricing the consideration being provided by Amdocs post-filing. Mobilicity, through the CRO, only proposed to pay no part of the “Implementation Fees,” which is unreasonable, unfair and inequitable to Amdocs.

42. Shortly after the issuance of the Initial Order, a letter setting out Amdocs’ initial position was sent to Mobilicity, the CRO and the Monitor, as appears from a copy of a letter dated October 17, 2013, annexed hereto as **Exhibit “C”**.

43. By way of a letter dated October 30, 2013, the CRO (Mr. William Aziz) communicated Mobilicity’s position, whereby it rejected Amdocs’ request for payment in

respect of the “Implementation Fees,” a copy of said letter being annexed hereto as **Exhibit “D”**.

44. Amdocs is being materially prejudiced by the fact that it is not being paid for expensive services being rendered for the benefit of Mobilicity, for which Amdocs incurs costs in terms of human resources, capital, maintenance of infrastructure and other such costs.

45. These services are benefitting Mobilicity, even as it finds itself under CCAA protection: if not for Amdocs’ services, Mobilicity would not be in the position in which it currently finds itself, i.e.: as an active business that is the subject of a sales process in which the sale of Mobilicity as a going concern is being contemplated.

THE “RECONCILIATION PAYMENT”

46. Similarly, upon Amdocs requesting payment for such Additional Services in respect of integration and support generally related to wireless network set-up and production issues, Mobilicity advised Amdocs that it was refusing to continue with this component of the MSA and that it was no longer going to pay for any such services.

47. Pursuant to Section 6 of Schedule 5 (included as part of Amendment no. 1 to the MSA), DAVE Wireless undertook to retain Amdocs’ services, by way of various Work Orders, in respect of Additional Services Projects (the “**Additional Services**”) having an aggregate value of no less than \$4,050,000.00.

48. This \$4.05million commitment was to be met according to a schedule of annual “minimum obligations” commencing in 2013 (of \$850,000 each year from 2013 until 2016, inclusively, and \$650,000 in 2017). Mobilicity never effected any payments in respect of this commitment.

49. Section 6.5 of Schedule 5 provides that:

In the event DAVE has not met its annual minimum obligation in either the 2013, 2014, 2015 or 2016 calendar year, on or before December 31 of the applicable calendar year, DAVE shall pay Amdocs, on a non-refundable basis, the difference between the amounts paid in the calendar year and the annual minimum amount committed above (the “**Reconciliation Payment**”).

50. In the course of 2013, Mobilicity issued three Work Orders (change requests), namely change request nos. 317, 274 and 275, for a total value of \$35,400.

51. On December 13, 2013, considering that no disclaimer of the MSA had been effected, considering that Amdocs had not received work orders (or change requests) in the full amount of the commitments made in the MSA in respect of the Additional Services, and having not received any amount corresponding to the Reconciliation Payment *in lieu* thereof, Mr. Ronen Jacob wrote to Mr. Anthony Booth of Mobilicity and to the Monitor (Mr. Christopher Mediratta) reminding Mobilicity of its obligations under the MSA, as appears from an email dated December 13, 2013, annexed hereto as **Exhibit “E”**.

52. On December 31, 2013 having not received any additional Work Orders (change requests) for 2013 in respect of the Additional Services contemplated in Schedule 5,

Amdocs wrote to Mobilicity, the Monitor and the CRO to advise them of the invoicing that had been prepared in respect of the Reconciliation Payment obligation (after deducting the value of the aforementioned change requests). The total of said invoice (invoice #134222) is **\$814,600**, which is contained in the emails from Amdocs to Mobilicity attached hereto as **Exhibit "F"**, being the amount claimed by Amdocs in respect of this issue.

53. This amount of \$814,600 is arrived at by subtracting the payments received in respects of change request made in 2013 for a total of \$35,400 from the Reconciliation Payment amount of \$850,000 due under the terms of Schedule 5 of the MSA.

54. Mobilicity has failed or refused to pay the said invoice, and has also declined to issue the work orders totalling \$850,000.

55. Prior to receiving the invoice in respect of said Reconciliation Payment, neither Mobilicity nor the Monitor ever advised Amdocs that it was not requiring the Additional Services in respect the Reconciliation Payment that was established under the MSA.

56. This claim of \$814,600 arose after the filing of the Initial Application, by reason of the unilateral partial disclaimer or cancellation of the MSA by Mobilicity after the Initial Order. Amdocs continued to render services after the filing in order to respond to Mobilicity's needs.

57. Amdocs suffers great prejudice from this default under the MSA, and from the unilateral manner of proceeding on the part of Mobilicity. Indeed, Amdocs had structured its service offerings and fee proposals as a function of an overall revenue plan adapted to its relationship with and obligations towards Mobilicity. This revenue plan and the revenue streams contemplated therein, which are eventually integrated as part of the MSA, are used to determine the type and quantity of resources dedicated to the MSA. The fact that Mobilicity has suddenly and unilaterally defaulted on its obligations under the MSA is causing prejudice to Amdocs.

THE ADDITIONAL SERVICES

58. On January 1, 2010, Mobilicity issued a Work Order (no. 2011.002.0), which Amdocs accepted, in respect of certain additional services (“**Additional Services**”) to manage certain identified vendors of Mobilicity for certain designated operational activities. This work order was subsequently amended on three occasions, most recently on January 1, 2013. The said Work Order together with its three amendments are annexed hereto as **Exhibit “G”** (the “**Work Order**”).

59. The Term of the Work Order was stipulated as being the same as the Term for the MSA itself, as appears from section 2 of the Work Order.

60. The payment terms were revisited upon execution of the third amendment to the Work Order (Amendment no. 3 to Order no. 2011.002). Section 4 thereof provides that the annual fee payable by Mobilicity for 2014 (defined as the “**Fixed Price**”) is \$313,700.

61. Section 5 of the Work Order, as amended on January 1, 2013, provides that “the Fixed Price will be invoiced by Amdocs as a lump sum on or about January 1st of each subsequent year, commencing January 1, 2014.”

62. On December 31 2013, Amdocs issued its annual invoice to Mobilicity in respect of these Additional Services, for which no disclaimer (in whole or in part) had been issued by Mobilicity or by the Monitor. A copy of said invoice (no. 134430) is annexed hereto as **Exhibit “H”**.

63. In fact, it is only upon issuing said invoice that Amdocs learned for the first time that Mobilicity would not be requiring the Additional Services in question, as appears from an email dated January 14, 2014, annexed hereto as **Exhibit “I”**.

64. The Work Order has no termination provisions specific to the contractual undertakings contained therein. The initial Work Order (dated January 1, 2010), at its preamble, provides that it is “governed by the terms and conditions of the Managed Services Agreement.” Accordingly, the Work Order is linked to, and indeed forms part of, the MSA. It is therefore required to run for the Term of the MSA.

65. Pursuant to s. 13.5.1 of the MSA, a nine-months’ notice must be provided for early termination of the MSA for convenience. Given that notice has just been received, in January 2014, in respect of the early termination for convenience of the Additional Services, Amdocs has deemed it just and reasonable, and in accordance with the terms of

the Contract, to invoice Mobilicity for nine months of services *in lieu* of the obligatory notice just recently issued.

66. The amount of \$26,141.66 invoiced to Mobilicity for January 2014 is the prorated monthly amount due in respect of the Additional Services (\$313,700/12 months). Over nine months, this total owing due to the lack of notice amounts to **\$235,274.99**, which is the amount being claimed in Amdocs' motion in respect of this aspect of the MSA that has been violated by Mobilicity.

67. As mentioned above, Amdocs suffers great prejudice from this default under the MSA, and from the unilateral manner of proceeding on the part of Mobilicity. Indeed, Amdocs had structured its service offerings and fee proposals, including those pertaining to the Work Order and the amendments thereto, as a function of an overall revenue plan adapted to its relationship with and obligations towards Mobilicity. This revenue plan and the revenue streams contemplated therein, which are eventually integrated as part of the MSA and the Work Order, are used to determine the type and quantity of resources dedicated to the MSA. The fact that Mobilicity has suddenly and unilaterally defaulted on its obligations under the MSA is causing prejudice to Amdocs.

68. By way of example only, as appears from Mobilicity's email of January 14, 2014, these services were generally overseen by and were the responsibility of Mr. Jack Wasserman, a manager at Amdocs, whose services are paid for by Amdocs, who is tasked exclusively to Mobilicity to "support the network issues and any other activities as required by Mobilicity" (see section 2 of Amendment no. 1, at Exhibit E).

CONCLUSION

69. In light of the facts set forth above, Amdocs considers that is entitled to invoke the default provisions of the MSA, with all the consequences that it entails, including cancellation of the MSA, and to obtain payment for the amounts claimed pursuant to the MSA, as follows:

- (i) **\$138,889** per month in respect of unpaid services forming part of the so-called “Implementation Fees,” for a total, as at the date hereof, of **\$694,445**;
- (ii) **\$814,600** in respect of a so-called “Reconciliation Payment” under section 6 of Schedule 5 in Amendment no. 1 to the MSA;
- (iii) **\$235,274.99** in respect of Additional Services under Work Order no. 2011.002.0 (as amended).

70. This affidavit is sworn in support of Amdocs’ Motion for relief in the context of these CCAA proceedings, and for no improper purpose.

SWORN before me in the City of
Mississauga in the Province of Ontario
this 7th day of February, 2014

Commissioner for Taking Affidavits, etc.

Mark Sumner

**Thomas Reid Wilson,
a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires May 2, 2015.**

TAB A

Exhibit "A" to the Affidavit of Mark Sumner,
sworn before me this 7th day of February, 2014.

A handwritten signature in dark ink, appearing to read "Thomas Reid Wilson", is written over a horizontal line.

Commissioner for Taking Affidavits, etc.

Thomas Reid Wilson,
a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law,
Expires May 2, 2015.

MANAGED SERVICES AGREEMENT

BETWEEN

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.,

AMDOCS CANADIAN MANAGED SERVICES, INC.

AND

AMDOCS SOFTWARE SYSTEMS LIMITED

TABLE OF CONTENTS

1.	DEFINITIONS	4
1.1	GENERAL	4
1.2	DEFINITIONS	5
1.3	ADDITIONAL DEFINITIONS	9
2.	SCOPE OF SERVICES.....	9
2.1	GENERAL	9
2.2	IMPLEMENTATION OF AMDOCS SYSTEMS.....	9
2.3	OUTSOURCING SERVICES	10
2.4	EXCLUDED SERVICES.....	10
2.5	AMDOCS AS EXCLUSIVE SUPPLIER	10
2.6	ADDITIONAL SERVICES	12
3.	SERVICE LEVELS	12
3.1	PERFORMANCE ACCORDING TO KEY PERFORMANCE INDICATORS (KPIs).....	12
3.2	KPI PENALTIES	12
3.3	ENVELOPE PARAMETERS	12
4.	SCHEDULE AND PLANNING FOR SERVICES.....	13
4.1	PROJECT PLAN	13
4.2	AMDOCS' ROLES AND RESPONSIBILITIES.....	13
4.3	INCIDENTAL ACTIVITIES	13
4.4	TERRITORY AND SERVICES RECIPIENTS	13
4.5	DELAYED ACCEPTANCE.....	14
5.	SERVICES LOCATIONS.....	14
5.1	LOCATIONS	14
5.2	APPLICABLE REGULATIONS	14
5.3	GLOBAL SERVICES MODEL	15
6.	PERSONNEL	15
6.1	NUMBER OF AMDOCS PERSONNEL	15
6.2	REPLACEMENT OF AMDOCS PERSONNEL.....	15
6.3	SUBSTANCE ABUSE.....	16
6.4	RESPONSIBILITY FOR PERSONNEL	16
7.	DAVE'S OBLIGATIONS.....	16
7.1	DAVE'S ROLES AND RESPONSIBILITIES	16
7.2	COMPLIANCE WITH PLANS	16
7.3	ACCEPTANCE TESTING OF AMDOCS SYSTEMS	16
7.4	USE OF DAVE FACILITIES	16
7.5	RIGHT TO USE	17
7.6	PHYSICAL SECURITY	17
7.7	ACCESS TO PERSONNEL	17
7.8	COOPERATION.....	17
7.9	EFFECT OF DELAYS.....	17
7.10	OTHER SECTIONS	18
8.	LICENSE TO AMDOCS SYSTEMS; AMDOCS THIRD PARTY SOFTWARE.....	18
8.1	LICENSE GRANT.....	18
8.2	LICENSE RESTRICTIONS	18

8.3	AMDOCS THIRD PARTY SOFTWARE	18
9.	RELATIONSHIP MANAGEMENT	19
9.1	STEERING COMMITTEE.....	19
9.2	PROJECT MANAGEMENT OFFICE.....	19
9.3	PROJECT MANAGERS	19
10.	CHANGE MANAGEMENT PROCEDURES.....	20
10.1	GENERAL	20
10.2	CHANGES	20
10.3	CHANGE REQUESTS.....	20
10.4	ORDERS.....	20
10.5	ANNUAL DEVELOPMENT BUCKET.....	21
11.	WARRANTIES AND REPRESENTATIONS.....	21
11.1	MUTUAL WARRANTIES OF AUTHORIZATION, ENFORCEABILITY AND ABILITY TO PERFORM.....	21
11.2	WARRANTY AND REPRESENTATION OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.....	22
11.3	ADDITIONAL AMDOCS WARRANTIES	22
11.4	DISCLAIMER	22
12.	PAYMENT.....	23
12.1	PAYMENTS BY DAVE TO AMDOCS	23
12.2	INVOICING.....	24
12.3	PAYMENT IN ARREARS.....	24
12.4	RESOLUTION OF PAYMENT DISPUTES.....	24
12.5	TAXES	25
13.	TERM AND TERMINATION.....	25
13.1	TERM OF AGREEMENT.....	25
13.2	TERMINATION FOR INSOLVENCY	25
13.3	TERMINATION FOR FORCE MAJEURE.....	25
13.4	TERMINATION FOR CAUSE.....	26
13.5	TERMINATION FOR CONVENIENCE	27
13.6	EFFECT OF TERMINATION.....	27
13.7	ADDITIONAL TERMINATION PROCEDURES	27
13.8	POST TERMINATION RIGHT TO ORDER LICENSES AND SERVICES	28
13.9	TERMINATION ASSISTANCE.....	28
14.	GENERAL TERMS AND CONDITIONS.....	28
14.1	COMPLIANCE WITH LAWS	28
14.2	INTELLECTUAL PROPERTY RIGHTS.....	29
14.3	CONFIDENTIALITY	30
14.4	DATA PRIVACY AND SECURITY.....	30
14.5	NON-SOLICITATION OF EMPLOYEES.....	30
14.6	NO WAIVER	31
14.7	LIABILITY.....	31
14.8	FORCE MAJEURE.....	32
14.9	AUDITS AND RECORDS	33
14.10	SEVERABILITY.....	34
14.11	ENTIRE AGREEMENT AND CHANGES	34
14.12	GOVERNING LAW AND DISPUTE RESOLUTION.....	34
14.13	INDEPENDENT CONTRACTORS	36
14.14	ASSIGNMENT AND SUBCONTRACTS	36
14.15	INDEMNIFICATION	37

14.16	INSURANCE	40
14.17	SURVIVAL OF OBLIGATIONS.....	40
14.18	HEADINGS NOT CONTROLLING.....	40
14.19	NOTICES.....	40
14.20	SUCCESSORS AND ASSIGNEES	41
14.21	PUBLICITY	41
14.22	EXPORT	42
14.23	THIRD PARTY BENEFICIARIES	42
14.24	COVENANT OF GOOD FAITH	42
14.25	SIMILAR AGREEMENTS.....	43
14.26	ACKNOWLEDGMENT	43
14.27	ORDER OF PREFERENCE	44
14.28	EXECUTION OF AGREEMENT	44

SCHEDULES

Schedule 1	Amdocs Software
Schedule 2	Amdocs Third Party Software
Schedule 3	DAVE Facilities
Schedule 4	Scope Summary
Schedule 4A	HLD Documents
Schedule 5	Fees
Schedule 6	Envelope and Storage Parameters
Schedule 7	Implementation Services
Schedule 8	Outsourcing Services
Schedule 9	Roles and Responsibilities
Schedule 10	SLA: Creditable Performance Specifications
Schedule 11	Project Plan
Schedule 12	Steering Committee and Key Personnel
Schedule 13	Change Management Procedures
Schedule 14	Data Privacy and Security
Schedule 15	Insurance
Schedule 16	Competitors
Schedule 17	Form of Order
Schedule 18	Termination Statement
Schedule 19	Non-Disclosure Agreement between the Parties
Schedule 20	Amdocs Non-Disclosure Agreement for DAVE Subcontractors/Third Parties

MANAGED SERVICES AGREEMENT

THIS MANAGED SERVICES AGREEMENT (“Agreement”) is made as of the 15th day of October 2009 (the **“Effective Date”**) by and between **Data & Audio-Visual Enterprises Wireless Inc.**, a corporation incorporated under the laws of Canada, having its principal offices at Suite 2300, Canada Trust Tower, 161 Bay Street, Toronto, Ontario M5J 2S1, Canada (**“DAVE”**), on the one hand, and, on the other hand, **Amdocs Canadian Managed Services, Inc. (“ACMS”)**, a corporation incorporated under the laws of Canada, having its principal offices at 2 Bloor Street East, Toronto, Ontario, and **Amdocs Software Systems Limited (“ASSL”** and collectively with ACMS, **“Amdocs”**), a corporation incorporated under the laws of Ireland, having its principal offices at 1 First Floor, Block S, East Point Business Park Dublin 3, Ireland. DAVE, ACMS, ASSL are each referred to as a **“Party”** and collectively or in combination as **“Parties”**.

WHEREAS DAVE is a provider of various types of telecommunications services, and Amdocs develops, distributes, implements, supports, operates and maintains software systems and solutions and provides related managed services for telecommunications services providers; and

WHEREAS DAVE desires to procure from Amdocs, and Amdocs desires to provide to DAVE (i) services for the implementation of ASSL’s proprietary software products (the **“Amdocs Systems”** as defined below), as well as (ii) design, coding, modification of source code, and integration services for the development of the agreed upon customization of the Amdocs Systems solely to meet DAVE’s specific requirements, and support services for the deployment and commencement of production of the Amdocs Systems for DAVE’s Subscribers (all such services collectively the **“Implementation Services”**, as defined below), and (iii) ongoing services for the operation, support and maintenance of the Amdocs Systems, as well as other services as shall be agreed upon (all such services collectively the **“Outsourcing Services”**, as defined below); and

WHEREAS DAVE and Amdocs entered into that certain letter of intent dated September 3, 2009 and amended September 30, 2009 (such letter of intent, as amended, the **“LOI”**) to set forth in advance certain of the terms and conditions under which DAVE would procure such services from Amdocs, and Amdocs has provided such services to DAVE thereunder;

WHEREAS this Agreement, constituting the **“Definitive Agreement”** as such term is defined in the LOI, sets forth the terms and conditions under which DAVE will procure such services from Amdocs, and Amdocs will provide such services to DAVE; and

WHEREAS this Agreement replaces and supersedes the version of the Agreement signed by the Parties on October 16, 17 and 19, 2009;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and of other good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, DAVE and Amdocs hereby agree as follows:

1. DEFINITIONS

1.1 General

For purposes of this Agreement, all terms defined herein shall have the meanings so defined unless specified otherwise. A term defined in the singular shall include the plural and vice versa when the context so indicates, and words connoting gender shall include all genders. References to Sections and Schedules are to Sections and Schedules of and to this Agreement, except in any Order when references to Sections are to sections of the relevant Order, unless specified otherwise.

1.2 Definitions

- 1.2.1 **“Additional Services”** means the services, and, if applicable, hardware, Amdocs’ proprietary software and third-party software that are different from and/or in addition to the Services. The Additional Services will be described in the Additional Services Orders.
- 1.2.2 **“Affiliate”** means, as to any Party, any other entity that, directly or indirectly, controls, is controlled by, or is under common control with, such Party, whether through ownership of voting securities or otherwise where “control” means more than fifty percent (50%) of the voting interests or ownership of more than fifty percent of the beneficial interests in income or capital, provided that, once such control ceases to exist, the affected entity will no longer qualify as an Affiliate for purposes of the Agreement.
- 1.2.3 **“Agreement”** means this Agreement between DAVE and Amdocs, including all Schedules, exhibits, and attachments hereto and Orders hereunder, as any of the forgoing may be amended from time to time.
- 1.2.4 **“Amdocs Equipment”** means the hardware and other materials (excluding the Amdocs Third Party Software) owned by Amdocs or leased from Third Parties by Amdocs, and used by Amdocs Personnel in the performance of the Services.
- 1.2.5 **“Amdocs Legal Requirements”** means the Laws applicable to Amdocs’ business and its performance of the obligations under this Agreement.
- 1.2.6 **“Amdocs Software”** or **“Software”** means certain generic, proprietary core software products included within the Amdocs family of products, all as specified in **Schedule 1** and new releases or versions provided thereto during the Term and in accordance with provisions of this Agreement.
- 1.2.7 **“Amdocs Systems”** means the Amdocs Software together with any Enhancements thereto to be developed or provided by Amdocs in accordance with this Agreement, including all software (provided solely in object code), designs, specifications, improvements, techniques, flow charts, and other materials related thereto.
- 1.2.8 **“Amdocs Third Party Software”** means the software licensed or leased by Amdocs from Third Parties and used by Amdocs Personnel in the performance of the Services, all as specified in **Schedule 2**.
- 1.2.9 **“Business Day”** means any day in the Territory other than a Saturday, Sunday or statutory federal or state holiday.
- 1.2.10 **“Change”** means any change to the Services, the Amdocs Systems, Amdocs Equipment,

Amdocs Third Party Software or other systems or equipment used by Amdocs Personnel in performance of the Services.

- 1.2.11 **“Change Management Procedures”** means the procedures for implementing any Changes, and for the ordering and provision of any Additional Services, as specified in Section 10.
- 1.2.12 **“Change Request”** means a request by either Party for any Change.
- 1.2.13 **“DAVE Data”** means data related to DAVE’s customers and other records, data, files, input materials, reports, forms, and other such items of DAVE that are received by Amdocs Personnel in the performance of the Services.
- 1.2.14 **“DAVE Equipment”** means the hardware and other materials (excluding the DAVE Owned Software and the DAVE Third Party Software) owned by DAVE or leased from Third Parties by DAVE, and used or which may be used by Amdocs Personnel in the performance of the Services.
- 1.2.15 **“DAVE Facilities”** means the office space and facilities at the DAVE Sites, as described in Schedule 3 that are used or may to be used by Amdocs Personnel in the performance of the Services.
- 1.2.16 **“DAVE Legal Requirements”** means the Laws applicable to DAVE’s business and its performance of the obligations under this Agreement.
- 1.2.17 **“DAVE Owned Software”** means software owned by DAVE or its Affiliates and used or may to be used by Amdocs in performance of the Services.
- 1.2.18 **“DAVE Third Party Software”** means the software or Intellectual Property Rights licensed or leased by DAVE from Third Parties and used by Amdocs Personnel in the performance of the Services.
- 1.2.19 **“Enhancements”** means any modifications of the Amdocs Systems, including the development of a Local Extension Layer (LEL) to the core software.
- 1.2.20 **“Envelope Parameters”** means a set of parameters having certain values and/or ranges in relation to which the Service Levels and other provisions of this Agreement apply, as specified in Schedule 6.
- 1.2.21 **“Gap Mediation”** means the process by which Amdocs will mediate gaps that may exist between the Amdocs Systems and DAVE’s business requirements, by providing Enhancements to the Amdocs Systems in accordance with the specifications for the Enhancements.
- 1.2.22 **“Intellectual Property Rights”** means patents, trademarks, trade names, copyrights trade secrets and/or any other intellectual property rights registered or enforceable in the Territory.
- 1.2.23 **“Late Payment Interest”** means interest accruing at the daily equivalent of an annual rate equal to three percent (3%) above the prime rate of JP Morgan Chase Bank, as

quoted by the Wall Street Journal on the applicable invoice date or at the maximum rate allowed by law, if less.

- 1.2.24 **“Laws”** mean all laws, statutes, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and other official releases of or by any government in the Territory, or any authority, department or agency thereof, including laws relating to data privacy or data protection (**“Data Privacy Laws”**).
- 1.2.25 **“Managed Systems”** mean the Amdocs Systems and any Third Party systems managed by Amdocs.
- 1.2.26 **“Monthly Fees”** mean the monthly fees specified in **Schedule 5** for the Services, which will be paid by DAVE in accordance with this Agreement.
- 1.2.27 **“Order”** means a document issued under Section 10.4 of this Agreement, executed, confirmed or acknowledged in writing by both Parties ordering any Additional Services or products.
- 1.2.28 **“Party”** means DAVE or Amdocs; **“Parties”** means both of them.
- 1.2.29 **“Person”** means any natural person, corporation, limited liability partnership, general partnership, limited partnership, trust, association, governmental organization or agency, or other legal person or legally constituted entity of any kind.
- 1.2.30 **“Personnel”** means the direct or indirect employees, subcontractors, agents, or Third Parties acting for or on behalf of such Party or its Affiliates. **“DAVE Personnel”** refers to the personnel of DAVE, and **“Amdocs Personnel”** refers to the personnel of Amdocs.
- 1.2.31 **“Product Documentation”** means explanatory and informational materials concerning the Software that Amdocs has released for distribution with the Software, as may be modified by Amdocs from time to time, which may include without limitation, manuals, descriptions, user guides, specifications and/or installation instructions, diagrams, printouts, listings, flowcharts and training materials, but excluding source code.
- 1.2.32 **“Required Consents”** means the consents (if any) required to be obtained in order to grant to Amdocs the right to use, operate, maintain, manage and/or access, as necessary for Amdocs’ performance of the Services, any DAVE Equipment, DAVE Owned Software, DAVE Third Party Software, DAVE Data or DAVE Facility; and, all other consents required from third parties in connection with Amdocs’ provision of the Services.
- 1.2.33 **“Right To Use” (RTU)** means the rights to be granted hereunder by DAVE to Amdocs to use operate, maintain, manage and/or access DAVE Equipment, the DAVE Owned Software, the DAVE Third Party Software and other Intellectual Property Rights, software, systems or equipment owned, leased or used by DAVE or its Affiliates, and required for Amdocs to provide the Services.
- 1.2.34 **“Roles and Responsibilities Document”** means the document attached hereto as **Schedule 9**, which identifies specific tasks to be performed by each Party that are required for performance of the Services.

- 1.2.35 **“Services”** means the Implementation Services, the Outsourcing Services and any Changes thereto that will be performed by Amdocs in accordance with this Agreement.
- 1.2.36 **“Service Levels” or “SLA”** means the performance standards for the Services set forth in Schedule 10.
- 1.2.37 **“Site”** means data centers, development centers, or other premises at which Amdocs will perform any Services under this Agreement. An **“Amdocs Site”** refers to the premises of Amdocs or the Authorized Subcontractors (as defined hereunder), and a **“DAVE Site”** refers to the premises of DAVE or its Affiliates.
- 1.2.38 **“Subscriber”** means an Active Subscriber, Data History Subscriber, Disconnected Subscriber, Hotlined Subscriber or a System Subscriber, which are defined as follows:
- “Active Subscriber”** means an active and unique DAVE SIM card that contains at least one (1) active self-paying plan.
- “Active Non-Paying Subscriber”** means an active and unique DAVE SIM card contains at least one (1) active non-paying plan such as Demo, VIP and Promo accounts.
- “Data History Subscriber”** means a Disconnected Subscriber whose account data is maintained on the Amdocs Systems.
- “Disconnected Subscriber”** means a DAVE customer whose account is maintained on the Amdocs Systems, but who does not have active service on the DAVE network and is not a Hotlined Subscriber.
- “Hotline Subscriber”** means a DAVE customer whose account is maintained on the Amdocs Systems and who has been “hot-lined” on the DAVE network (i.e., a DAVE customer who is not yet a Disconnected Subscriber but who does not have active service and whose attempts to make outgoing calls are directed by the DAVE network to an intelligent voice response or other customer service system).
- “System Subscriber”** means the sum of the number of Active Subscribers and Hotlined Subscribers (calculated after all disconnect and month-end processing has completed for that month) and no more than 16,500 Active Non-Paying Subscribers.
- Notwithstanding the number of Subscriber states a particular Subscriber is in during a given month (e.g., Active Subscriber, Hotlined Subscriber), each Subscriber will only be counted as one (1) System Subscriber during any given month.
- 1.2.39 **“Termination Date”** means the date on which the Term of the Agreement expires without renewal or, if earlier, the date for termination set forth in a Termination Notice, as further described in Section 13 (Term and termination).
- 1.2.40 **“Termination Notice”** means the written notice that must be given before termination in accordance with the termination process described in Section 13 (Term and termination).
- 1.2.41 **“Territory”** means Canada.

1.2.42 “**Third Party**” means a Person other than DAVE, Amdocs, or their respective Affiliates.

1.3 Additional Definitions

In addition to the terms defined in Section 1.2, the following terms are defined in the following Sections:

Amdocs Competitors	14.3.4	NDA	14.3.1
Amdocs Indemnitees	14.15	Non-Compliant Party	11.1.2(a)
Arbitrator	14.12.3	Outsourcing Services	2.3.1
Audits	14.9	Payee	12.3
Authorized Subcontractors	14.14.2	Payer	12.3
Billing Period	12.2.1	PMO	9.2.1
Breaching Party	13.4.1	Project Manager	9.3.1
Confidential Information	(As defined in the NDA)	Service Level Bonuses	3.2.1
DAVE Indemnitees	14.15	Service Level Credits	3.2.1
Defense	14.15.5(c)	Steering Committee	9.1.1
Effective Date	Introduction	Term	13.1
Force Majeure Event	14.8.1	Terminating Party	13.4.1
Force Majeure Period	13.3	Termination Assistance	13.6
Industry Standards	11.3.1(b)	Service Level Bonuses	3.2.1
Implementation Services	2.2.1		

2. SCOPE OF SERVICES

2.1 General

Amdocs shall perform the Services in accordance with this Agreement, as further specified in Sections 2.2 and 2.3 and the applicable Schedules, including **Schedule 4**. Amdocs shall also provide any Additional Services specified in Orders entered into pursuant to the provisions of Section 10.4.

2.2 Implementation of Amdocs Systems

2.2.1 Amdocs will provide DAVE with services for the implementation of the customized Amdocs Systems, as specified in **Schedule 7** (the “**Implementation Services**”) and in accordance with the Project Plan.

2.2.2 The Implementation Services include the following areas:

- (a) Program Management
- (b) Scoping Workshop
- (c) Business Process flow verification and/or design, including documentation
- (d) Infrastructure Design and Implementation that includes overall solution design, dimensioning, ordering, installation, testing, monitoring, maintenance, capacity planning, performance testing and any other activities required to ensure smooth

operation of the Managed Systems.

- (e) Requirements verification and gathering, including documentation suitable for signoff/acceptance by relevant DAVE personnel (i.e., HLD documentation)
- (f) Development
 - 1. Localization and Interfaces Development
 - 2. Business Parameters Table (BPT) Set up
 - 3. Any and all configuration, source code modifications and/or integration required on any Amdocs supported system to support the signed-off requirements and business processes
- (g) End to End Integration Tests & Quality Assurance of all functionality
- (h) Training
- (i) User Acceptance Tests Support

2.3 Outsourcing Services

2.3.1 Amdocs will perform hosting, maintenance and other services with respect to the Managed Systems, as further defined in **Schedule 8** (the “**Outsourcing Services**”), commencing on the applicable timelines as specified in **Schedule 7**.

2.3.2 The Outsourcing Services include the following:

- (a) Service Management
- (b) Data Center Operations
- (c) Billing Operations
- (d) Application Support & Maintenance
- (e) Monitoring, support, plan for capacity and troubleshoot all connectivity related to the Amdocs services

2.4 Excluded Services

2.4.1 The Services scope is set out in Sections 2.2 and 2.3 above and in **Schedule 4**. Without expanding that scope, and for greater clarity, the Services do not include the following (unless ordered as Additional Services):

- (a) Ordering and Installing Communications Lines
- (b) Physical Print and Mail
- (c) UAT planning and execution

2.5 Amdocs as Exclusive Supplier

2.5.1 Commencing on the Initial Term Commencement Date and continuing through the end of the Term, Amdocs shall be the exclusive provider of services similar to the Services to Customer, subject to the following terms of this Section 2.5.

2.5.2 Amdocs will act in a commercially reasonable manner and in good faith, based on its

experience and applicable industry standards, when proposing and estimating fees for any Additional Services

- 2.5.3 Amdocs shall have a first right of refusal (“ROFR”) on Additional Services requested by DAVE that directly impacts any Amdocs Managed System. Should Amdocs decline any such ROFR for any particular Additional Services and DAVE elects to use a Third Party to implement such particular Additional Services, Amdocs shall act in a commercially reasonable manner and in good faith when estimating any additional support costs required to incorporate the newly developed functionality under the current Scope Summary.
- 2.5.4 ROFR procedure: The procedures governing the ROFR shall be as follows:
 - 2.5.4.1 In the event that DAVE and Amdocs enter into an Order for any particular Additional Services, the ROFR shall be satisfied with respect to such particular Additional Services.
 - 2.5.4.2 In the event that DAVE receives a proposal containing acceptable terms, or negotiates acceptable terms, with a Third Party for Additional Services (such terms, the “Third Party Proposal”), DAVE shall, prior to entering into an agreement with such Third Party based on the terms of such Third Party Proposal, first offer to Amdocs the opportunity to prepare and submit to DAVE a proposal (“Amdocs Development Proposal”) containing material terms, including deliverables, timeframes and fees, which are at least substantially similar to those contained in the Third Party Proposal. DAVE shall provide Amdocs with written notice of the material terms of each Third Party Proposal to the extent permissible pursuant to any agreement between DAVE and any Third Party. Amdocs shall have thirty (30) days from receipt of such notice to deliver an Amdocs Development Proposal to DAVE. If Amdocs does not deliver such Amdocs Development Proposal to DAVE within such thirty (30) day period, Amdocs shall be deemed to have waived its ROFR solely with respect to such particular Third Party Proposal for such particular Additional Services and not with respect to any other outstanding or subsequent Third Party Proposal or any other Additional Services. Following Amdocs’ delivery of its Amdocs Development Proposal, DAVE and Amdocs shall enter into a mutually-agreed Order for such services. DAVE acknowledges and agrees that any breach of this section 2.5 would result in substantial harm to Amdocs and would constitute a material breach of this Agreement, notwithstanding any provision of this Agreement.
- 2.5.5 If DAVE chooses to have a Third Party perform Additional Services, Amdocs shall have the right to review in good faith and accept the Third Party software or code as production-ready and tested. DAVE shall pay Amdocs for such services as Additional Services. Amdocs shall not have any liability or responsibility for any delay, service level credit reduction, KPI earn-back reduction, or KPI penalty impacts or KPI penalties resulting from a Third Party’s undertaking of Additional Services or integration of Third Party software into the Amdocs System where Amdocs has an existing service capability, except as otherwise expressly agreed in writing by Amdocs on a case by case basis. In the event that any repairs, bug-fixing or other servicing of the Amdocs System, the Amdocs Software, or the Third Party software or code is necessary due to such Third Party software or code, Amdocs shall invoice DAVE and DAVE shall pay Amdocs for such services as Additional Services pursuant to Schedule 5.

2.6 Additional Services

- 2.6.1 The Parties may agree from time to time, by an Order, to add Additional Services to the scope of this Agreement.
- 2.6.2 Additional Services may include, but are not limited to, Changes such as new Enhancements.

3. SERVICE LEVELS

3.1 Performance According to Key Performance Indicators (KPIs)

- 3.1.1 Amdocs will perform the Services for DAVE in accordance with the KPIs (also referred to hereinafter as Creditable Performance Specifications or CPSs) specified in **Schedule 10**.
- 3.1.2 Amdocs shall measure and the Parties shall then mutually agree to Amdocs' performance results against the KPIs in the manner specified in **Schedule 10**. DAVE will be entitled to audit AMDOCS' Services in accordance with Section 14.9.

3.2 KPI Penalties

- 3.2.1 Following the commencement of production of the Amdocs Systems, in the event Amdocs' Outsourcing Services fail to comply with the KPIs specified in **Schedule 10**, Amdocs will be liable for KPI penalties (also referred to hereinafter as Service Level Credits) based on the following:
 - (a) The Service Level Credits will be based on the framework provided in **Schedule 10**.
 - (b) Penalties and monthly total at-risk amount with respect to KPIs are provided in **Schedule 10**.
- 3.2.2 KPI penalties incurred by Amdocs will be subject to an earn-back mechanism (i.e., setting off penalties based on subsequent levels of high performance) provided in **Schedule 10**.
- 3.2.3 The amounts and provision of such Service Level Credits and earn-back mechanism are subject to the terms and conditions of **Schedule 10**.

3.3 Envelope Parameters

- 3.3.1 The Service Levels are subject to the Envelope Parameters specified in **Schedule 6**.
- 3.3.2 Any changes in the Envelope Parameters, and any effects of such changes on the Service Levels and any other provisions of this Agreement, are subject to the terms and conditions of **Schedule 6**.

4. SCHEDULE AND PLANNING FOR SERVICES

4.1 Project Plan

- 4.1.1 During the scoping phase of the Project, Amdocs will work with DAVE to document the detailed functional application deliverables and to develop a detailed implementation and project plan for the performance of the Implementation Services, including documentation of all project milestones and deliverables (the “**Project Plan**”).
- 4.1.2 At the conclusion of the scoping workshops, Amdocs shall submit the scoping deliverables, as more fully set out in **Schedule 7**, and the Project Plan, for DAVE’s approval. DAVE agrees to respond to all of Amdocs’ requests in a timely manner, and to review and confirm approval of such deliverables within seven (7) days of submission assuming there are no outstanding questions or issues. The Parties acknowledge that failure to confirm approval of the scoping deliverables within such time period may jeopardize compliance with the project timetable agreed between the Parties. Once approved, the Project Plan shall be attached to this Agreement as **Schedule 11**. However, Amdocs acknowledges that the Project Plan and related milestones must incorporate the business launch timelines of DAVE, specifically that DAVE requires that the provision of Amdocs Systems and Service are complete as required (as agreed by the end of scoping and defined in **Schedule 11**) for the “soft launch” system ready date of March 1, 2010 and the DAVE business launch date of May 1, 2010, subject to Section 14.26.3.

4.2 Amdocs’ Roles and Responsibilities

Amdocs will perform all of the tasks designated as Amdocs’ tasks in the Roles and Responsibilities Document. Amdocs acknowledges and agrees that its timely and proper performance of such tasks is required for DAVE’s performance of the tasks designated as DAVE’s tasks in the Roles and Responsibilities Document that are dependent upon Amdocs’ preceding tasks.

4.3 Incidental Activities

If any incidental activities which are not specifically designated as Amdocs’ tasks in the Roles and Responsibilities Document, or in any other descriptions of the Services in the Schedules, are an inherent part of the Services and are reasonably required for proper performance or provision of the Services in accordance with this Agreement, they shall be deemed to be included within the scope of the Services to be provided by Amdocs, subject to the responsibilities of DAVE as specified in this Agreement.

4.4 Territory and Services Recipients

- 4.4.1 Amdocs shall provide the Services at the rates specified in **Schedule 5** with respect to the number of Subscribers of DAVE as of the Effective Date as well as Subscribers that are acquired after the Effective Date through the natural growth of the businesses of DAVE (i.e., such growth does not include net increases in the number of Subscribers due to DAVE’s acquisition of, or merger or consolidation with, a Third Party (“**Inorganic Growth**”).
- 4.4.2 Amdocs’ provision of Services for Subscribers acquired through Inorganic Growth will

be subject to the Change Management Procedures.

4.5 Delayed Acceptance

- 4.5.1 In the event that the Amdocs Systems are not accepted by DAVE by May 1, 2010, then, subject to terms of this Agreement, including, without limitation, Section 7.9 hereof, Amdocs shall be liable for liquidated damages (in the form of monetary payments, net of amounts applied toward any then-outstanding unpaid invoices) based on the following:
- (a) The delay in acceptance is due solely to factors under Amdocs', or its subcontractor's if any, responsibility and control.
 - (b) Liquidated damages will be CDN\$20,000 per day of delay. Total liquidated damages under this Agreement will not exceed CDN\$750,000.
 - (c) Such liquidated damages will be DAVE's sole remedy for such delay (unless the Solution is not accepted and DAVE terminates this Agreement for cause or pursuant to section 13.3).
- 4.5.2 In the event DAVE causes delays in acceptance of the Amdocs Systems beyond May 1, 2010, DAVE will commence to pay Amdocs after May 1, 2010: (i) the monthly operational fees set out in **Schedule 5**; and (ii) fees for necessary and mutually agreed to Additional Services charged to DAVE in accordance with Amdocs' then-current rates for such services in accordance with **Schedule 5** or any other prices or fees to be agreed between the Parties and specified in the applicable Order, including reimbursement for any pre-approved and reasonable travel expenses.

5. SERVICES LOCATIONS

5.1 Locations

- 5.1.1 Services will be provided by Amdocs primarily at the Amdocs Sites and designated DAVE Sites.
- 5.1.2 Notwithstanding the foregoing, Amdocs will perform portions of the Services and any Additional Services at the DAVE Sites to the extent required in order to provide the Services in accordance with Amdocs' obligations under this Agreement.

5.2 Applicable Regulations

- 5.2.1 While providing any services at the DAVE Sites, Amdocs shall comply with, and cause the Amdocs Personnel to adhere to, the operational, safety and physical security standards, requirements and procedures then in effect at the DAVE Sites that have been provided to Amdocs in writing. Changes in operational standards, requirements or procedures will be subject to the Change Management Procedures.
- 5.2.2 Amdocs and the Amdocs Personnel shall take all reasonable precautions to avoid injury and property damage at the DAVE Sites.
- 5.2.3 The DAVE Personnel that use the Amdocs Sites will be subject to the restrictions applicable to such facilities that have been provided to DAVE in writing.

5.3 Global Services Model

- 5.3.1 Amdocs may deliver any or all of the Services using Amdocs Personnel located outside Canada.
- 5.3.2 In the event of a change in Legal Requirements that adversely impacts the desirability of having the Services provided by offshore Amdocs Personnel, upon either Party's written request, the Parties will cooperatively explore alternate service models that would minimize or eliminate such adverse impact. In the event a mutually satisfactory resolution is not achieved within sixty (60) days after a Party first requested the exploration of alternate Service models (or such earlier time as may be required to ensure compliance with applicable Laws), Amdocs thereafter shall perform the Services using Canada-based Amdocs Personnel, and the amounts payable by Customer on an annualized basis may increase by an amount equal to Amdocs' actual, incremental additional cost of providing the Services.
- 5.3.3 In addition, if any change in Customer Legal Requirements requires Amdocs to add additional staffing solely for the purpose of such regulatory compliance, then upon prior written notice to Customer, Customer shall compensate Amdocs for such additional Amdocs Personnel at the rates set forth in Schedule 5.

6. PERSONNEL

6.1 Number of Amdocs Personnel

Amdocs shall assign sufficient numbers of Amdocs Personnel to provide the Services and any Additional Services in accordance with this Agreement (and, in the case of Additional Services, the applicable Order).

6.2 Replacement of Amdocs Personnel

- 6.2.1 In the event that DAVE determines lawfully and in good faith that the continued assignment to any DAVE Sites of any Amdocs Personnel is not in the best interests of DAVE as a result of the performance or behavior of such Personnel, then DAVE shall give Amdocs written notice to that effect and provide DAVE's reasons for such conclusion.
- 6.2.2 Promptly after its receipt of such notice, Amdocs shall investigate the matters stated in the request and discuss its findings with DAVE. DAVE shall allow Amdocs a meaningful opportunity to discuss such findings with DAVE during a period of not less than thirty (30) days. If requested to do so by DAVE, Amdocs shall immediately remove the individual in question from the DAVE Site pending completion of Amdocs' investigation and discussions with DAVE.
- 6.2.3 If, following discussions with Amdocs, DAVE lawfully and in good faith requests replacement of such individual, Amdocs shall replace such individual with an individual of suitable ability and qualifications.

6.3 Substance Abuse

In accordance and to the extent permitted by applicable governing laws, Amdocs agrees to remove any Amdocs Personnel who is engaging in substance abuse while at the DAVE Sites or while performing Services. In the case of reasonable suspicion, such removal shall occur pending completion of the applicable investigation. Substance abuse includes the sale, attempted sale, possession or use of illegal drugs or drug paraphernalia, or, to the extent not permitted at the DAVE Sites, alcohol or the misuse of prescription or non-prescription drugs.

6.4 Responsibility for Personnel

Each Party shall be responsible for the management, direction, control, supervision and compensation of its own personnel.

7. DAVE'S OBLIGATIONS

7.1 DAVE's Roles and Responsibilities

DAVE will perform all of the tasks designated as DAVE's tasks in the Roles and Responsibilities Document. DAVE acknowledges and agrees that its timely and proper performance of such tasks is required for Amdocs' performance of the tasks designated as Amdocs' tasks in the Roles and Responsibilities Document that are dependent upon DAVE's preceding tasks.

7.2 Compliance with Plans

DAVE will comply with the schedules and perform the activities designated as DAVE's assigned tasks in the Project Plan, and any other plans and schedules agreed by the Parties.

7.3 Acceptance Testing of Amdocs Systems

7.3.1 As part of DAVE's roles and responsibilities, DAVE will be responsible for the planning, scheduling, and execution of User Acceptance Testing (UAT) of all relevant systems delivered and maintained by Amdocs. Amdocs will support the design, planning and execution of UAT.

7.3.2 Amdocs will perform all required end-to-end testing to Amdocs scope to industry standards per Amdocs methodology, and provide support for User Acceptance Testing, all as described in the Roles and Responsibilities document and in the Project Plan.

7.4 Use of DAVE Facilities

7.4.1 DAVE shall provide Amdocs, at no cost to Amdocs, suitable office space, office furnishings, utilities (including air conditioning), office-related equipment (excluding computers), supplies, duplicating services, premises security services, reasonable access to and use of DAVE's voice and data telecommunications equipment and telecommunications lines, including printers, terminals, and cabling and data lines connected to Amdocs' Sites for Amdocs Personnel at the DAVE Sites as Amdocs

reasonably requires for purposes of Amdocs' performance of the Services as well as additional Services, consistent with those that DAVE provides for its own Personnel. DAVE will enable Amdocs to access and use such facilities twenty-four (24) hours a day, seven (7) days a week. Such access shall be in effect throughout the Term or as mutually agreed.

- 7.4.2 All internal communications of Amdocs Personnel on DAVE's e-mail/telephone/fax systems will be considered Amdocs' private, confidential and proprietary information.

7.5 Right To Use

DAVE grants to Amdocs the Right To Use. In connection with the Right To Use, DAVE will make available to Amdocs, and cause the applicable Affiliates and vendors to make available to Amdocs, the applicable systems, software, equipment and services as required for Amdocs to perform its obligations under this Agreement. The Right To Use shall be in effect for the Term.

7.6 Physical Security

DAVE is responsible for the physical security of the DAVE Sites.

7.7 Access to Personnel

DAVE shall provide Amdocs with access to the DAVE Personnel as required for Amdocs to perform the Services.

7.8 Cooperation

DAVE acknowledges that Amdocs' performance hereunder requires information and cooperation from DAVE, and performance of its responsibilities under this Agreement. Accordingly, DAVE shall provide Amdocs with complete, timely and accurate information regarding DAVE's requirements and all other data and information necessary for performance by Amdocs.

7.9 Effect of Delays

- 7.9.1 In the event of delays in the performance of DAVE's material obligations hereunder or the inability to perform such material obligations (i.e., any obligations that are required to be performed by DAVE in order for Amdocs to perform its obligations), Amdocs will have additional time to perform (and be excused from performing according to the original schedule), its effected obligations for such period as will be agreed by the Parties, which period will be at least the same length as the period of delay or inability affecting DAVE's obligations, except as otherwise agreed by the Parties.
- 7.9.2 In the event that a delay in the performance of DAVE's material obligations hereunder or DAVE's failure to perform such material obligations (a) materially increases Amdocs' costs of providing the Services or Additional Services, (b) necessitates the provision of Additional Services, and/or (b) results in delays in payment to Amdocs hereunder, Amdocs will be compensated for such costs, services or delays as agreed by the Parties (or determined in accordance with this Agreement's dispute resolution procedures).

7.10 Other Sections

For avoidance of doubt, the obligations specified in Section 7 are in addition to DAVE's other obligations specified in this Agreement.

8. LICENSE TO AMDOCS SYSTEMS; AMDOCS THIRD PARTY SOFTWARE

8.1 License Grant

- 8.1.1 Subject to the terms and conditions of this Agreement and payment of fees and amounts for Outsourcing Services which are or may become due pursuant to this Agreement or Orders hereunder, Amdocs hereby grants to DAVE a non-transferable right and license during the Initial Term, to use the Amdocs Systems and Product Documentation in conjunction with the Outsourcing Services solely for DAVE's telecommunication business purposes in the Territory and in order to receive Amdocs' Services. This software, as modified for DAVE's specific requirements, is intended for DAVE's sole use.
- 8.1.2 The Outsourcing Services shall be renewable for each Renewal Term upon the payment of the monthly operational fees to be agreed upon by the Parties in connection with each such Renewal Term, but in any event, for Renewal Terms exceeding one (1) year, no more than five percent (5%) greater than the monthly operational fees paid for the Initial Term or the prior Renewal Term, as applicable.
- 8.1.3 At the conclusion of the Initial Term or any Renewal Term, if DAVE desires to acquire a perpetual license to use the Amdocs Systems, the Parties will agree upon the applicable license fees, provided that such fees will be no more than Amdocs' then-current list price license fees, discounted by thirty percent (30%).

8.2 License Restrictions

DAVE may not, directly or indirectly, alone or with any other party, with or without consideration:

- (a) Distribute, transfer, resell, rent, lease, sublicense or loan the software components of the Amdocs System, the software components used in performing the Services or the Product Documentation to any other party or make such software components or the Product Documentation available to others (including, but not limited to, MVNOs) in a service bureau or outsourcing arrangement or for any similar commercial time-sharing, data processing or third party use; and/or
- (b) Disassemble, reverse engineer, or decompile or modify the core software components of the Amdocs Systems or the software components used in performing the Services.

8.3 Amdocs Third Party Software

Amdocs Third Party Software is subject to the terms and conditions of the applicable third party license agreement.

9. RELATIONSHIP MANAGEMENT

9.1 Steering Committee

- 9.1.1 The Parties shall establish and maintain a steering committee (the “**Steering Committee**”), which shall be composed of an equal number of senior representatives of each Party, for the Term. The initial representatives of the Parties on the Steering Committee, and their current positions with DAVE and Amdocs, are specified in **Schedule 12**. The members appointed by either Party may be replaced upon written notice to the other Party.
- 9.1.2 The Steering Committee will function as the Parties’ highest authority responsible for the implementation of this Agreement. The general responsibilities of the Steering Committee include: (a) monitoring the general performance of the Services, (b) analyzing and attempting to resolve matters referred by the Project Management Office, and (c) considering and approving or rejecting amendments to this Agreement, provided that any amendments to this Agreement shall only be effected by the authorized representatives of each Party.
- 9.1.3 The Steering Committee shall meet on a monthly basis, or as otherwise agreed by the Parties or as requested by either DAVE or Amdocs with a minimum of three (3) Business Days’ prior written notice, to discuss the status of the Services and significant events that have occurred since the previous meeting.

9.2 Project Management Office

- 9.2.1 A project management office (“**PMO**”) will be established and maintained by the Parties and function for the Term. The PMO will be staffed by representatives of both Parties, but primarily by Amdocs.
- 9.2.2 The principle functions of the PMO will be to organize the flow of activities, track budgets and schedules, perform risk management, control action items, report to the Steering Committee on the status of ongoing projects, and perform basic managerial and administrative tasks designed to ensure that the Parties meet their contractual commitments to each other. The precise roles and responsibilities associated with the PMO will be defined and specified in writing by the Parties.

9.3 Project Managers

- 9.3.1 Amdocs and DAVE will each appoint a project manager for this Agreement (the “**Project Manager**”).
- 9.3.2 Each Party’s Project Manager shall act as the primary liaison between such Party and the other Party’s Project Manager, and shall have overall responsibility for managing such Party’s day-to-day activities hereunder. The Project Managers shall be vested with all necessary authority to fulfill that responsibility, excluding approval of any amendment or Order to this Agreement, which may only be made by the express written consent of the authorized representative of each Party.

10. CHANGE MANAGEMENT PROCEDURES

10.1 General

The Change Management Procedures specified in this Section 10 shall apply to any:

- (a) Change Requests; and
- (b) Requests by DAVE for Additional Services.

10.2 Changes

- 10.2.1 Any Changes, including, without limitation, changes to the then-current Service Levels, shall be agreed by the Parties and specified in writing.
- 10.2.2 Amdocs will not make any Changes that will have an adverse impact on Amdocs' compliance with the then-current Services Levels without DAVE's prior written consent.
- 10.2.3 Amdocs will not make any Changes that will increase the fees or charges for the Services without DAVE's prior written consent.
- 10.2.4 Amdocs will not make Changes that require Amdocs to provide Additional Services without DAVE's prior written consent. Any such Changes will be handled in accordance with the procedures for Change Requests specified in Section 10.3.

10.3 Change Requests

- 10.3.1 Change Requests will be processed in accordance with the agreed to procedure as specified in **Schedule 13**.
- 10.3.2 Amdocs' activities relating to preparation of a high level estimate (HLE), including pricing with respect to implementing Changes requested by DAVE, will not be chargeable to DAVE. Amdocs' activities relating to preparation of more detailed estimates for implementing Changes, if such preparation activities are approved by DAVE, will be chargeable to DAVE as Additional Services.
- 10.3.3 Amdocs' activities relating to the implementation of Changes, if agreed, will be provided as Additional Services.

10.4 Orders

- 10.4.1 Additional Services may be procured by DAVE from Amdocs only on the basis of Orders, in accordance with this Section. Orders shall be substantially in the form attached as **Schedule 17**.
- 10.4.2 Each Order shall be deemed to incorporate: (1) the terms and conditions of this Agreement, to the extent applicable; (2) the specifications document applicable to such Order, if any; and (3) any relevant subordinate documents attached to or referenced in such Order. In case of any conflict between the provisions of this Agreement and the provisions of an Order, the provisions of the Order will prevail as to the subject matter of such conflict. An Order may not be modified except as agreed in writing by DAVE and Amdocs.

10.4.3 Each Order shall include the provisions required by the applicable Sections of this Agreement and Schedules. Any other provisions agreed by the Parties and specified in an Order shall apply solely to such Order. An Order shall also serve, if applicable, and as provided in such Order, as an amendment to the Agreement.

10.4.4 An Order will be binding on the Parties only when executed, confirmed or acknowledged in writing by the Parties.

10.5 Annual Development Bucket

10.5.1 Beginning on May 1, 2010 and on an annual basis thereafter, Amdocs will provide to DAVE an annual development bucket of two thousand (2,000) development work hours for use by DAVE at no cost to DAVE, to request additional enhancements to the Amdocs System. The development work hours in each annual development bucket may be applied by DAVE, in its discretion, to fund any ongoing development activities or Change Requests. The annual development work hours will expire twelve (12) months following the date they are first made available to DAVE and shall not carry over from one year to the next.

11. WARRANTIES AND REPRESENTATIONS

11.1 Mutual Warranties of Authorization, Enforceability and Ability to Perform

11.1.1 Each Party warrants and represents that:

- (a) it is a corporation duly incorporated, validly existing and in good standing under the laws of its place of incorporation;
- (b) it has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- (c) it has obtained all licenses, authorizations, approvals, consents or permits required to perform its obligations under this Agreement;
- (d) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the requisite corporate action on the part of such Party;
- (e) the execution, delivery, and performance of this Agreement shall not constitute (i) a violation of any judgment, order, or decree; (ii) a material default under any material contract by which it or any of its material assets are bound; or (iii) an event that would, with notice or lapse of time, or both, constitute such a default;
- (f) it has obtained, or will obtain, all Required Consents that it is required to obtain; and
- (g) without derogating from the foregoing, it is capable of performing its obligations under this Agreement, including such obligations that are required to be performed in order to enable the other Party to perform its obligations.

11.1.2 In the event of a delay in complying or non-compliance with the foregoing warranties, the following provisions will apply:

- (a) As soon as reasonably practicable after discovery of a non-compliance that

adversely affects the Services provided hereunder, the Party that is not in compliance (the “**Non-Compliant Party**”) will take all measures required to comply with the applicable warranty as expeditiously as reasonably possible, and at no additional cost to the other Party.

- (b) Where the noncompliance or delay adversely affects the ability of the other Party to perform its obligations, such other Party will have additional time to perform its affected obligations for, at a minimum, the same period and extent of the delay or non-compliance, as applicable, except as otherwise agreed by the Parties.

11.2 Warranty and Representation of Non-Infringement of Intellectual Property Rights

Each Party represents and warrants that it shall perform its responsibilities under this Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, any Intellectual Property Rights of any Third Party. Upon any breach of this warranty, the breaching Party’s responsibility shall be to indemnify the other Party for any claims by such Third Parties in accordance with Section 14.15.

11.3 Additional Amdocs Warranties

11.3.1 Amdocs warrants that:

- (a) It shall provide all Services and any Additional Services in accordance with this Agreement.
- (b) The Services and any Additional Services will be provided in a professional and workmanlike manner.
- (c) Amdocs will use reasonable efforts and act in accordance with industry standards to ensure that the Amdocs Systems developed by Amdocs hereunder do not contain any virus that would cause it to be rendered inoperable or otherwise incapable of being used, provided that Amdocs will not be responsible for any such problems resulting from the introduction or input into the Amdocs Systems of data that contains any such problem, or the interfacing of the Amdocs Systems with other software or systems not under Amdocs’ responsibility and control that contain any such problem.

11.3.2 In the event of a non-compliance with the foregoing warranties, as soon as reasonably practicable after discovery of a non-compliance that adversely affects the Services provided hereunder, Amdocs shall remedy such non-compliance in accordance with the applicable Service Levels, or if there are no applicable Service Levels, as expeditiously as reasonably possible, and at no additional cost to DAVE. Customer’s sole remedies for Amdocs’ failure to comply with the Service Levels shall be the KPI penalties provided in **Schedule 10** and the right to seek to terminate this Agreement for cause in accordance with the applicable provisions of this Agreement.

11.4 Disclaimer

AMDOCS’ WARRANTIES HEREUNDER DO NOT APPLY IN THE EVENT THE SOFTWARE COMPONENTS OR ANY PART THEREOF IS (I) MODIFIED OR ADJUSTED IN ANY MANNER BY ANY PARTY OTHER THAN AMDOCS, (II) USED IN CONJUNCTION WITH DAVE’S OR OTHER THIRD PARTY’S

PRODUCTS (EXCEPT FOR THE THIRD PARTY PRODUCTS SPECIFIED IN **SCHEDULE 2**) RESULTING IN THE DEFECT OR NON-CONFORMANCE OTHER THAN USE AS SPECIFIED IN THE DOCUMENTATION, (III) ABUSED, MISHANDLED, MISUSED OR DAMAGED, OR (IV) IN THE EVENT DAVE FAILS TO FOLLOW THE APPLICABLE SOFTWARE OPERATION REQUIREMENTS.

ANY REPRESENTATIONS, WARRANTIES AND LIMITATIONS EXPRESSLY STATED IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING (WITHOUT LIMITATION), AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DAVE EXPRESSLY AGREES THAT AMDOCS DOES NOT REPRESENT OR WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT FUNCTIONS CONTAINED IN THE AMDOCS SYSTEM SHALL OPERATE IN COMBINATIONS THAT MAY BE SELECTED BY DAVE (EXCEPT FOR THOSE COMBINATIONS WITH HARDWARE OR SOFTWARE THAT ARE SPECIFIED IN THE PRODUCT DOCUMENTATION), OR THAT THE AMDOCS SYSTEM WILL OPERATE ON COMPUTER HARDWARE OR OPERATING SYSTEMS OTHER THAN THE AGREED UPON AND DESIGNATED AMDOCS PLATFORM.

EACH PARTY'S SOLE REMEDY FOR BREACH OF WARRANTIES BY THE OTHER PARTY SHALL BE THE CORRECTION OF SUCH BREACH BY THE OTHER PARTY AS SOON AS PRACTICABLE; PROVIDED, HOWEVER, THAT THIS SENTENCE SHALL NOT AFFECT OR DIMINISH EITHER PARTY'S RIGHTS UNDER ANY OTHER SECTION OF THIS AGREEMENT, OR EITHER PARTY'S RIGHTS TO RECOVER DAMAGES TO THE EXTENT EXPRESSLY PERMITTED BY THIS AGREEMENT, WITH RESPECT TO ANY ACT OR FAILURE TO ACT BY THE OTHER PARTY.

12. PAYMENT

12.1 Payments by DAVE to Amdocs

- 12.1.1 Upon the signing of this Agreement, DAVE will pay to Amdocs any amounts designated in **Schedule 5** to be paid upon signing.
- 12.1.2 In consideration for Amdocs' performance of the Services, DAVE will pay to Amdocs the fees, all as set out in **Schedule 5**.
- 12.1.3 In consideration for the granting of the License as set out in Section 8, DAVE shall pay Amdocs the initial term license fee (included in the implementation fees) as set out in **Schedule 5**, and, if applicable, the mutually-agreed license fee for each Renewal Term entered into by the Parties.
- 12.1.4 Fees for Additional Services shall be charged to DAVE in accordance with Amdocs' then-current rates for such Additional Services in accordance with **Schedule 5** or such other prices or fees agreed between the Parties and specified in the applicable Order.
- 12.1.5 DAVE shall reimburse Amdocs for the reasonable travel and associated living and

relocation expenses of Amdocs Personnel subject to a cap and approved in advance by DAVE for providing Additional Services, pursuant to this Agreement in accordance with **Schedule 5**.

12.2 Invoicing

- 12.2.1 Fees for the License and Services shall be invoiced in accordance with **Schedule 5**.
- 12.2.2 Fees for Additional Services will be invoiced in accordance with the applicable Order.
- 12.2.3 Prior to signing this Agreement, the Parties will agree upon and specify in writing, in an attachment to **Schedule 5**, the details to be included in Amdocs' invoices.
- 12.2.4 DAVE will pay each invoice within forty-five (45) days of its submission to DAVE. All invoices and payments under this Agreement will be paid in Canadian Dollars by electronic funds transfer to Amdocs' designated bank account.
- 12.2.5 Except as otherwise specified in this Agreement, neither Party will set-off from payments it owes to the other Party hereunder any amounts owed by the other Party.

12.3 Payment In Arrears

Payment in arrears of more than twenty-one (21) days shall bear Late Payment Interest from the due date until the payment date, unless the amount in arrears is disputed in good faith and until such dispute is resolved in accordance with Section 12.4. If the claim of the Party claiming a right to payment (the "Payee") for any unpaid amount is resolved in favor of the Payee, the Party that owes such amount (the "Payer") shall pay the Payee Late Payment Interest from the original due date in accordance with this Section 12.3. Prior to such resolution, any undisputed amounts shall be paid in accordance with this Agreement and any applicable Order.

12.4 Resolution of Payment Disputes

- 12.4.1 In the event the Payer disputes any portion of an invoice in good faith, the Parties will use good faith efforts to resolve any such dispute as soon as practicable in accordance with the following procedures:
 - (a) In the event the Payer is of the opinion that an invoice contains a disputed amount, the Payer's CFO, or designated agent thereof, will, as soon as reasonably possible, but within seven (7) days after receipt of the invoice, prepare a memorandum explaining the basis for the dispute, and submit such memorandum, together with any documentation that substantiates the Payer's position, to the Payee's Project Manager.
 - (b) The Parties' Project Managers will attempt to resolve the dispute within seven (7) days following the Payee's receipt of such material.
 - (c) If the Parties' Project Managers are unable to resolve the dispute, the Project Managers will jointly brief and provide the Steering Committee with information and background material necessary to resolve the matter through negotiations. The Steering Committee will attempt to resolve the dispute within seven (7) days following their receipt of such material.

- (d) If the Steering Committee is unable to resolve the dispute, the dispute will be resolved in accordance with the dispute resolution procedures following escalation to the Steering Committee as specified in Section 14.12.

12.4.2 Amdocs shall not cease or suspend provision of any Services in the event of any payment disputes, except as provided in Section 13.4, and further provided that all undisputed amounts will be paid by DAVE in accordance with the provisions of this Agreement.

12.5 Taxes

Amdocs' rates, fees and other charges set forth in the Agreement do not include sales tax, value added tax, and similar taxes or duties as well as any city, municipal, state or corporate taxes or any withholding taxes, whether currently imposed or to be imposed in future, other than taxes based upon Amdocs' net income. If any such tax or duty is found to be applicable, the appropriate amount of tax or duty shall be invoiced to and paid by DAVE to Amdocs at the same time and on the same conditions as applied to the payment due.

13. TERM AND TERMINATION

13.1 Term of Agreement

13.1.1 Unless earlier terminated in accordance with the terms set forth in the Agreement, the Agreement will have an initial term commencing on the Effective Date and continuing for a period of six (6) years following the commencement of production of the Amdocs Systems (such Effective Date, the "Initial Term Commencement Date," and such six (6) year period, the "Initial Term") unless terminated prior to the end of the Initial Term by written consent of both Parties or otherwise in accordance with the provisions of this Agreement.

13.1.2 The Term of this Agreement may be extended for additional periods (each a "Renewal Term") upon terms and conditions to be agreed between the Parties. (The Initial Term and all Renewal Terms referred to collectively as the "Term".) For the avoidance of doubt, all Orders issued under the Agreement and intended to be valid during the Term (e.g., where the Order does not specifically states otherwise) shall expire (subject to applicable provisions of the Agreement) upon expiration of the Term as aforesaid.

13.2 Termination for Insolvency

This Agreement may be terminated by either Party on written notice if the other Party shall become insolvent, cease doing business as a going concern, make a general assignment for the benefit of its creditors, or admit in writing its general inability to pay debts, or if proceedings are instituted by or against it in bankruptcy, under applicable insolvency laws, or for receivership or dissolution, provided such proceedings are not dismissed within thirty (30) days of their commencement.

13.3 Termination for Force Majeure

13.3.1 If a Force Majeure Event (as defined in Section 14.8.1) delays Amdocs' performance of services hereunder for a period of thirty (30) days or more (the "Force Majeure Period"),

such delay has a material adverse effect on DAVE's business DAVE may either: (i) terminate the Agreement by providing Amdocs with written notice specifying a termination date not earlier than thirty (30) days thereafter or (ii) engage an alternate provider on an interim basis, subject to the confidentiality obligations hereunder, to perform the services that Amdocs is unable to perform as a result of the Force Majeure Event, until such time as Amdocs is again able to perform the services.

13.3.2 In addition, in the event of termination due to a Force Majeure Event by DAVE as aforesaid, DAVE shall provide Amdocs with a termination statement signed by DAVE in the form of **Schedule 18** attached hereto ("Termination Statement"), and Amdocs may present this statement to Third Parties and use it in any way it deems fit.

13.4 Termination for Cause

13.4.1 Either Party (the "Terminating Party") may terminate this Agreement for material breach. Termination shall only occur as follows: Following the escalation procedure specified in Section 14.12 below where the alleged breach has been discussed, the Terminating Party shall provide written notice of the alleged material breach and intention to terminate if the breach is not cured. If the allegedly breaching Party (the "Breaching Party") fails to cure such breach within ninety (90) days of receipt of such notice, the Terminating Party may, by written notice, immediately commence the Arbitration procedure under Section 14.12. If, as a result of such procedure, the Arbitrator determines that the Breaching Party did in fact commit and fail to cure a material breach, then the Terminating Party shall have the right to terminate this Agreement by sending the Breaching Party a Termination Notice specifying a Termination Date, provided that such Termination Date shall be fifteen (15) days or more subsequent to the date of such Termination Notice. Termination shall be effective at 11:59 p.m. on the Termination Date. Termination shall not constitute the Terminating Party's exclusive remedy for such a material breach, and the Terminating Party shall not be deemed to have waived any of its rights accruing hereunder prior to such material breach.

13.4.2 It is agreed that material breaches of this Agreement will be the following:

- (a) An assignment or attempted assignment of this Agreement in violation of Section 14.14;
- (b) DAVE's failure to pay Amdocs an aggregated and undisputed amount of One Million Canadian Dollars (CDN \$1,000,000) or more within a period of 120 days after such payment becomes due and payable hereunder.
- (c) Amdocs generally fails to provide items warranted to DAVE pursuant to Section 11.3.1 consistently over a six (6) month period, and fails to take reasonable steps to remedy such failures;
- (d) DAVE's breach of the use of license provisions of this Agreement;
- (e) Either Party's breach of Sections 14.3.3 or 14.3.4 of this Agreement or material breach of the NDA; and
- (f) Either Party's misappropriation of the other Party's intellectual property.

13.5 Termination for Convenience

- 13.5.1 DAVE may terminate this Agreement for convenience and without-cause at any time on or after February 1, 2013 by giving Amdocs at least nine (9) months' prior written notice designating the termination date, provided that DAVE pays Amdocs the early termination fee set out in, and in accordance with, **Schedule 5**.
- 13.5.2 Notwithstanding the foregoing, in the event a Change of Control (as defined hereinafter) of Amdocs results in a DAVE Competitor in Canada acquiring control of Amdocs, DAVE will be entitled to terminate this Agreement for convenience upon three (3) months' notice on a date that is the last day of a calendar quarter (e.g., March 31, etc.), provided that DAVE shall have delivered such notice to Amdocs not later than ninety (90) days following the effective date of such Change in Control and further provided that such DAVE Competitor shall be prohibited from any contact with DAVE Data or DAVE Proprietary Information. For purposes of this Section, "Change of Control" means (a) a Person, or, acting jointly or in concert, acquire(s), directly or indirectly, in the aggregate, beneficially or of record, (i) securities of Amdocs to which are attached more than 50% of the votes that may be cast to elect directors of Amdocs or (ii) more than 50% of the equity shares of Amdocs and/or securities convertible into or exercisable for equity shares of Amdocs or (iii) all or substantially all of the assets of Amdocs; or (b) a merger, amalgamation, arrangement, business combination, reorganization or consolidation involving Amdocs, unless, immediately following the completion of such transaction, the beneficial owners of voting securities and equity shares of Amdocs immediately prior to such transaction own securities of the Person resulting from such transaction to which are attached more than 50% of the votes that may be cast to elect directors of such Person and 50% of the equity shares of such Person. For purposes of this Agreement, "**DAVE Competitor**" means an entity that listed on **Schedule 16**.
- 13.5.3 In addition, in the event of termination for convenience by DAVE as aforesaid, DAVE shall provide Amdocs with a Termination Statement signed by DAVE, and Amdocs may present this statement to Third Parties and use it in any way it deems fit.

13.6 Effect of Termination

For the avoidance of doubt, any termination under this Section 13 (Term and termination) shall be effective with regard to DAVE and any Affiliate of DAVE receiving Services under this Agreement, but shall not be effective with regard to any Affiliate of DAVE that has entered into its own agreement with Amdocs.

13.7 Additional Termination Procedures

In the event of termination of this Agreement, the following procedures will apply:

- (a) Upon the effective date of termination of this Agreement pursuant to Section 13.4 or Section 13.5 above, Amdocs will cease performing work and incurring costs in connection with this Agreement.
- (b) Each Party will return to the other any Confidential Information of the other Party in its possession, including without limitation, the DAVE Data in Amdocs' possession, and any of Amdocs' software or related information in DAVE's possession.

- (c) DAVE will pay Amdocs within fourteen (14) days of the Termination Date for all services performed by Amdocs until the Termination Date in accordance with this Agreement.
- (d) Upon termination for convenience or a Force Majeure Event, DAVE, at Amdocs' request, shall provide Amdocs with a Termination Statement.
- (e) Each Party's liability and remedies will be subject to any limitations specified in this Agreement.
- (f) Any fees payable in the event of termination for convenience and related payment terms shall be as specified in **Schedule 5**.

13.8 Post Termination Right to Order Licenses and Services

Following a lawful termination by DAVE or expiration of this Agreement, Amdocs, at DAVE's option, shall grant to DAVE a perpetual and non-transferable license to use the Amdocs Systems for DAVE's businesses. Amdocs shall also offer to DAVE the right to order maintenance services (including enhancements and upgrades) and support services with respect to the Amdocs Systems, to the extent such services are made available to Amdocs' other customers. Such licenses and services will be provided at prices and payment terms as set out in **Schedule 5**, and as otherwise agreed in writing by the Parties, pursuant to Orders placed under this Agreement (for which purpose this Agreement will be deemed to survive).

13.9 Termination Assistance

At DAVE's request, Amdocs shall provide DAVE (for up to twelve (12) months following the Termination Date) with assistance for the transitioning of responsibility for the Amdocs Systems components to DAVE or another service provider ("**Termination Assistance**"). Termination Assistance will be charged at the fees set forth in **Schedule 5**.

14. GENERAL TERMS AND CONDITIONS

14.1 Compliance with Laws

- 14.1.1 Amdocs will comply with the Amdocs Legal Requirements and DAVE will comply with the DAVE Legal Requirements. A Party's compliance with such legal requirements will be undertaken at no additional cost to the other Party, except as otherwise specified in this Agreement.
- 14.1.2 In the event that taking the measures necessary to achieve full compliance with any legal requirements will cause a Party to incur costs that were not reasonably foreseeable prior to execution of this Agreement, the Parties will negotiate in good faith the allocation of such costs.
- 14.1.3 The Parties will consult and cooperate with each other in order to ensure compliance with each Party's legal requirements. Such cooperation will include, without limitation, a Party notifying the other Party as soon as it has cause to believe the other Party is not in full compliance with its legal requirements, and jointly developing a plan for achieving such compliance. In the event that taking the measures necessary to achieve full

compliance with any legal requirements will cause a Party to incur significant costs that were not reasonably foreseeable prior to execution of this Agreement, the Parties will negotiate in good faith the allocation of such costs.

- 14.1.4 DAVE will be responsible for defining its requirements for its operations in accordance with applicable Laws, interpreting the applicable Laws, and monitoring compliance with such Laws. Amdocs will support DAVE with such definitions and monitoring as specified in Section 14.1.3. Adjustments or changes requested by DAVE based on regulatory requirements or changes, and which are not included in the Services or already provided by Amdocs as part of new releases or versions of its generic software systems, will be considered a Change and subject to the Change Management Procedures.

14.2 Intellectual Property Rights

- 14.2.1 DAVE shall be the sole and exclusive owner of all DAVE Data and the DAVE Owned Software, including any Enhancements thereof. Amdocs, to the extent required, hereby acknowledges, assigns and agrees to assign exclusively to DAVE all right, title, and interest therein. For avoidance of doubt, the DAVE Data is deemed to include any modification, compilation, or derivative work therefrom, excluding any Confidential Information of Amdocs or its Affiliates to the extent contained in such modification, compilation, or derivative work.
- 14.2.2 DAVE acknowledges and agrees that all right, title, and interest to, and all Intellectual Property Rights in, the Amdocs Systems and Product Documentation are and will remain solely the property of Amdocs and/or Amdocs' licensors (or affiliates) from the date of conception, of creation, or of fixation in a tangible medium of expression (whichever occurs first). DAVE is granted no title or ownership rights in the above. DAVE acknowledges that Amdocs considers the Amdocs Systems and Product Documentation to contain trade secrets of Amdocs and/or its licensors. Such trade secrets include, without limitation, the source code version of the Amdocs Systems, the specific design, structure and logic of individual programs, their interactions with other portions of programs, both internal and external, and the programming techniques employed therein. DAVE, to the extent required, hereby acknowledges, assigns and agrees to assign exclusively to Amdocs all right, title, and interest therein and acknowledges that the Parties do not intend DAVE to be a joint author of the Amdocs Systems or Product Documentation within the meaning of the applicable Laws, as amended, and that in no event shall DAVE be deemed the joint author of the Amdocs Systems, Product documentation or any component thereof.
- 14.2.3 Each Party shall be and remain the sole and exclusive owner of all Confidential Information that it provided to the other Party for performance of this Agreement.
- 14.2.4 Each Party shall reproduce any copyright notice and any other legend of ownership and/or confidentiality on the original and any copies made of any Confidential Information of the other Party.

14.3 Confidentiality

- 14.3.1 The provisions of the Non-Disclosure Agreement between the Parties dated as of September 12, 2008 (the “NDA”), a copy of which is attached hereto as **Schedule 19**, shall apply, with any necessary changes, to the performance of this Agreement. Such provisions shall survive the expiration or termination of this Agreement or any Order for any reason.
- 14.3.2 Additionally, the Parties will use reasonable efforts to mark its tangible Confidential Information (as defined in the NDA) as confidential, restricted or proprietary, however the Parties acknowledge that the lack of being marked as confidential, restricted or proprietary does not diminish the confidential nature of Confidential Information.
- 14.3.3 Any subcontractors of DAVE or other Third Parties who have a need to know or may have access to Amdocs’ Confidential Information shall first sign the non-disclosure agreement in the form attached as **Schedule 20**. (For avoidance of doubt, for purposes of this Section 14.3, individuals providing services as independent contractors (i.e., not as employees of third parties) to either Party shall be considered employees of such Party, and not as subcontractors or Third Parties.)
- 14.3.4 Prior to enabling any Third Parties to access any source code (if provided herein), specifications or other documentation of the Amdocs Systems or other proprietary software of Amdocs, DAVE will inform Amdocs of such Third Party’s identity. In the event that such Third Party is an Amdocs Competitor, DAVE shall not enable such Third Party to access such material without Amdocs’ prior written consent and a subsequent direct non-disclosure and confidentiality agreement between Amdocs and such Third Party. The above shall not derogate from any other provisions in this Section 14.3, including but not limited to execution by the abovementioned Third Parties and Amdocs Competitors of the non-disclosure agreement in the form attached as **Schedule 20**. For purposes of this Agreement, “Amdocs Competitors” are the entities that compete with Amdocs, including, without limitation, the entities listed on **Schedule 16**.

14.4 Data Privacy and Security

In performance of its obligations hereunder, Amdocs shall comply with the security and other requirements set forth in **Schedule 14**.

14.5 Non-Solicitation of Employees

- 14.5.1 During the Term and for twelve (12) months thereafter, each Party shall not, without the other Party’s prior written consent, which may be withheld in such Party’s sole discretion, directly or indirectly solicit any employee of such other Party whose duties and responsibilities include (i) participation, directly or indirectly, in the performance of this Agreement or (ii) the performance of other information or technology services, to leave the other Party’s employ in order to accept employment with the soliciting Party, its Affiliates, contractors or any other Person, or hire such employee.
- 14.5.2 Notwithstanding any of the foregoing, a Party (the “Recruiting Party”) will not have violated the terms set forth in this Section if an employee: (i) responds to a general, non-targeted solicitation for employment issued by the Recruiting Party, such as a newspaper

or Internet advertisement; (ii) is contacted by a recruiter for the Recruiting Party, where the recruiter has not been instructed by the Recruiting Party to target the employees of the other Party or its Affiliates; or (iii) directly contacts a Party and seeks employment without any solicitation by such Party. This provision shall not operate or be construed to prevent or limit any employee's right to practice his or her profession or to utilize his or her skills for another employer or to restrict any employee's freedom of movement or association.

14.6 No Waiver

No waiver of rights arising under this Agreement or Orders shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No failure or delay by either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy and/or prejudice its rights to bring any action in respect thereof or constitute waiver of any prior, concurrent, or subsequent right, remedy, or duty within the Agreement.

14.7 Liability

The liabilities of the Parties to one another in respect of matters relating to this Agreement are subject to the following provisions and limitations of this Section 14.7.

14.7.1 REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM, NEITHER PARTY SHALL BE LIABLE FOR (i) ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF PROFITS, REVENUE OR INACCURATE DATA ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT (INCLUDING ANY ORDER HEREUNDER OR OTHER COLLATERAL AGREEMENT), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM IN WHICH ANY ACTION IS BROUGHT (E.G., CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE), OR (ii) ANY THIRD PARTY CLAIMS AGAINST DAVE, OR AMDOCS AS THE CASE MAY BE, EXCEPT IN THE CASE OF LIABILITIES BASED UPON CLAIMS FOR INDEMNIFICATION (SECTION 14.15), WITH RESPECT TO THE AMOUNT PAID OR TO BE PAID TO THE THIRD PARTY.

14.7.2 SUBJECT TO THE PROVISIONS OF SECTION 14.7.2 WITH RESPECT TO AMOUNTS PAID OR TO BE PAID TO THIRD PARTIES, EACH PARTY'S AGGREGATE CUMULATIVE MONETARY LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING ANY ORDER HEREUNDER OR OTHER COLLATERAL AGREEMENT) NOTWITHSTANDING THE FORM (E.G., CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) IN WHICH ANY ACTION IS BROUGHT, SHALL BE LIMITED AND SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT EQUAL TO THE APPLICABLE FEES PAID BY DAVE HEREUNDER GIVING RISE TO SUCH LIABILITY DURING THE FOUR (4) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

14.7.3 NOTWITHSTANDING THE PROVISIONS OF SECTION 14.7.2 AMDOCS'

AGGREGATE LIABILITY WILL BE REDUCED BY THE AMOUNT OF ANY SERVICE LEVEL CREDITS OR OTHER AGREED PAYMENTS (OR CREDITS) PAID/CREDITED OR PAYABLE/TO BE CREDITED BY AMDOCS TO DAVE.

14.7.4 NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT OR ORDERS HEREUNDER MAY BE BROUGHT BY EITHER PARTY MORE THAN 2YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.

14.7.5 The limitations on liability set out in this Section 14 shall apply to the aggregated liability of ASSL and ACMS under this Agreement on a joint and several basis (so that, for the avoidance of doubt although there are two Amdocs entities, the limitation shall not give rise to an aggregate limit of liability equal to double the amount set out in this Section 14 and the limit on liability of both Amdocs entities jointly shall be that set out in this Section 14).

14.7.6 For the avoidance of doubt, DAVE may make any claim against either Amdocs entity or both entities, provided that there shall be no double recovery in respect of any loss, cost or liability. Each Amdocs entity may be a party to any action by either Amdocs entity against DAVE. Either Amdocs entity, or both Amdocs entities, may enforce any rights of, and seek any remedies available to, Amdocs hereunder.

14.8 Force Majeure

14.8.1 No Party shall be liable for any default or delay in the performance of its obligations under this Agreement (including but not limited to breach) if and to the extent such default or delay is caused, directly or indirectly, by circumstances beyond a Party's reasonable control, including but not limited to fire, flood, epidemic, power failure, earthquake, elements of nature or acts of God, act of governmental body or military authority, wars, riots, civil disorders, labor disputes (except this shall not apply to a Party's own employees), blockades, embargoes, terrorist activities, civil insurrection, rebellions or revolutions or any other similar cause beyond the reasonable control of such Party (each, a "Force Majeure Event"), except to the extent that the non-performing Party is at fault in failing to prevent or causing such default or delay, and provided that such default or delay cannot, by commercially reasonable efforts of the non-performing Party, be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means.

14.8.2 In the case of a Force Majeure Event, the non-performing Party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail (and a reasonable period of time for overcoming the effects thereof has passed) and such Party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so prevented, hindered or delayed in its performance shall, as quickly as practicable under the circumstances, notify the Party to whom performance is due by telephone (to be confirmed in writing within five (5) Business Days of the inception of such delay) and describe at a reasonable level of detail the circumstances of such Force Majeure Event.

14.8.3 If Amdocs fails to provide the Services in accordance with this Agreement due to the

occurrence of a Force Majeure Event, all amounts payable to Amdocs hereunder shall be equitably adjusted in a manner such that DAVE is not required to pay any amounts for Services that it is not receiving from Amdocs.

- 14.8.4 Without limiting Amdocs' obligations under this Agreement, whenever a Force Majeure Event causes Amdocs to allocate limited resources between or among Amdocs' customers, DAVE and its Affiliates shall receive at least the same treatment as comparable Amdocs customers.

14.9 Audits and Records

- 14.9.1 Amdocs shall retain for a period of two (2) years from the end of each calendar year during the Term, or such longer period as may be agreed upon and/or required by the DAVE Legal Requirements of which DAVE has notified Amdocs, all records and information required to verify amounts invoiced under this Agreement for such calendar year.

- 14.9.2 Amdocs shall provide DAVE's independent auditors (subject to Section 14.9.4) under a duty of confidentiality consistent with Section 14.3, access to the pertinent portions of its records and books of accounts to enable DAVE (through such independent auditors) to conduct appropriate validations ("Audits") of Amdocs' invoices to DAVE. Such records and reports shall be maintained by Amdocs at a principal business office of Amdocs, and DAVE, upon prior written notice, may examine and make extracts of information and copy parts thereof to the extent necessary for DAVE to validate the accuracy of Amdocs' invoices, at any agreed time during normal business hours.

14.9.3 Audits shall:

- (a) occur no more than once (1) each calendar year;
- (b) not be permitted to the extent they have a materially adverse impact on Amdocs' ability to perform the Services in accordance with the Service Levels, unless DAVE relieves Amdocs from meeting the applicable Service Levels;
- (c) be conducted expeditiously, efficiently, and at mutually agreed upon business hours; and
- (d) be conducted upon reasonable prior written notice, which shall be at least thirty (30) Business Days.

- 14.9.4 DAVE shall be permitted to designate a Third Party auditor who is not an Amdocs Competitor then currently listed on Schedule 16, to perform the Audit, at DAVE's expense.

- 14.9.5 If an Audit demonstrates that Amdocs' invoices for the Services for the audited period were not correct, Amdocs shall promptly credit DAVE for the amount of any paid overcharges (plus Late Payment Interest), or DAVE shall promptly pay Amdocs for the amount of any undercharges (plus Late Payment Interest), as the case may be. In the event that any Audit reveals an overcharge greater than ten percent (10%) for the audited period, Amdocs shall pay the direct expenses associated with such Audit.
-

14.10 Severability

If any provision of this Agreement or any Order is held invalid, illegal or unenforceable, the remaining provisions of the Agreement or Order shall not in any way be affected or impaired, and the invalid, illegal or unenforceable provision will be deemed to be deleted, and the rights and obligations of Amdocs and DAVE will be interpreted accordingly. The Parties shall cooperate in good faith to restate or replace the invalid, illegal or unenforceable provision with a valid, legal and enforceable one that achieves the same ends (to the maximum legal extent) as the provision determined to be invalid or unenforceable.

14.11 Entire Agreement and Changes

With the exception of the NDA, this Agreement and Orders hereunder shall constitute the entire agreement between DAVE and Amdocs with respect to the subject matter hereof and shall supersede the LOI subject to Section 14.26.3, all oral and written quotations, communications, representations, agreements and understandings of the Parties, with respect to the subject matter thereof. This Agreement and any Orders may not be modified except by a written instrument signed by a duly authorized representative of each Party. Any terms that may appear on Amdocs' invoices or any of DAVE's documents that add to, vary from or conflict with the provisions of this Agreement or the applicable Orders shall be void.

14.12 Governing Law and Dispute Resolution

14.12.1 The laws of province of Ontario, Canada will govern the construction and enforcement of all of the rights, duties, and obligations arising under, or relating in any manner to, the subject matter of this Agreement, notwithstanding any conflicts of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded in its entirety. All monetary amounts due and payable under this Agreement shall be invoiced and paid in Canadian dollars.

14.12.2 DAVE and Amdocs will use their best efforts to resolve any controversy or claim arising out of or relating to this Agreement or an Order through good faith negotiations, including the following escalation procedure and time limits, unless otherwise agreed in writing by the Parties:

<u>Escalation Level</u>	<u>Time Limit to Resolve Matter</u> (unless relevant personnel agree to extend)
I Project Managers	Fourteen (14) days
II Steering Committee	Fourteen (14) days
III DAVE's CIO (or equivalent) and Amdocs' responsible Client Business Executive (CBE)	Fourteen (14) days
IV DAVE's CEO and Amdocs' responsible Senior CBE	Fourteen (14) days

If any escalation level does not resolve any matter to the Parties' mutual satisfaction, the persons at such level will jointly brief and provide the next level with all

information and background material necessary to resolve the matter through negotiations. For avoidance of doubt, the Parties shall not make any claims for remedies based on an alleged breach of a Party's obligations, assert any right to terminate or provide notice of termination, or commence any other dispute resolution process, without first attempting to resolve the matter through the foregoing escalation procedure. Such procedure shall not prejudice any other rights hereunder (e.g., specified time periods shall be extended as necessary to allow for completion of the escalation procedure time periods).

- 14.12.3 Except as specifically otherwise provided under this Agreement, any claim, whether based on contract, tort or other legal theory (including, but not limited to, any claim of fraud or misrepresentation), arising out or relating to this Agreement or any Order, including its interpretation, performance, breach or termination, not resolved by good faith negotiations and escalation as specified above, shall be resolved exclusively by arbitration conducted in Toronto, Ontario, in the English language by a sole arbitrator ("Arbitrator"), selected in accordance with the Arbitrations Act, 1991 (Ontario) and, except where inconsistent with this Section 14.12.3, the Arbitration Rules of ADR Chambers Inc. In such cases, the Parties agree that arbitration briefs cannot exceed 10 pages and any arbitration cannot exceed two days inclusive of any oral phase.
- 14.12.4 Any documents required by such rules to be delivered shall be delivered in accordance with the notice provisions of this Agreement.
- 14.12.5 The Arbitrator must have the following qualifications: a practicing lawyer or retired judge with proven experience in the telecommunications industry and contracts related thereto. The Arbitrator shall be appointed by agreement of the Parties; if the Parties fail to agree upon the Arbitrator within thirty (30) days of notice of arbitration provided by either Party, the court shall appoint the Arbitrator.
- 14.12.6 The Arbitrator will be bound by the provisions of this Agreement and shall be made aware of the terms hereof prior to his/their appointment. Upon rendering a decision, the Arbitrator will give a written opinion stating the factual basis and legal reasoning for the decision.
- 14.12.7 The Arbitrator so appointed will have the authority to determine issues of arbitrability and to consider and rule on dispositive motions. The Arbitrator will have authority to award compensatory damages only and will not award incidental, punitive or exemplary damages. In the event of the failure, refusal or inability of any Arbitrator to act, a new Arbitrator shall be appointed in his or her or their stead, which appointment shall be made in the same manner as hereinbefore provided for the appointment of the Arbitrator so failing, refusing or unable to act. The expenses of any arbitration shall be awarded by the Arbitrator or, in the absence of such an award, shall be borne equally by the Parties.
- 14.12.8 Each Party shall act in good faith and shall act diligently to proceed with and complete the arbitration proceedings. The Parties will continue to fulfill their respective obligations pursuant to this Agreement during the resolution of any Dispute in accordance with this Section 14.12.

- 14.12.9 The provisions of this Section 14.12 may be enforced by any court of competent jurisdiction. The Arbitral award shall be final and binding, provided however that a Party may petition a court of competent jurisdiction to vacate the Arbitrator's award or decision on the grounds of the Arbitrator's failure to abide by the provisions of this Agreement. Judgment on the award or any other final or interim decision rendered by the Arbitrator may be entered, registered or filed for enforcement in any court having jurisdiction thereof.
- 14.12.10 The arbitration proceedings shall be confidential and private. To that end, the Parties shall not disclose the existence, content (including without limitation all materials and information created or provided as part thereof) or results of any proceedings conducted in accordance with this section, and materials submitted in connection with such proceedings shall not be admissible in any other proceeding, provided, however, that this confidentiality provision shall not prevent a petition to vacate or enforce an arbitral award, and shall not bar disclosures strictly required by law.
- 14.12.11 Notwithstanding the foregoing, each Party retains the right to seek judicial assistance: (i) to compel arbitration; (ii) to obtain interim measures of protection prior to or pending arbitration, (iii) to seek injunctive relief in the courts of any jurisdiction as may be necessary and appropriate to protect the unauthorized disclosure of proprietary or confidential information, (iv) to enforce any decision of the Arbitrator, including the final award, and (v) in relation to disputes regarding the validity, scope or enforceability of intellectual property rights.
- 14.12.12 The Parties waive the right to a jury trial of any issue that is properly the subject of arbitration under this Agreement.
- 14.12.13 Nothing in the Agreement affects any statutory rights that cannot be waived or limited by contract under applicable law.

14.13 Independent Contractors

Amdocs, in furnishing services to DAVE hereunder, is acting as an independent contractor. No employer-employee relationship exists between a Party and the other Party's employees or subcontractors' employees. Amdocs is not an agent of DAVE and has no right, power or authority, expressly or impliedly, to represent or bind DAVE as to any matters, except as expressly authorized in this Agreement. DAVE is not an agent of Amdocs and has no right, power or authority, expressly or impliedly, to represent or bind Amdocs as to any matters, except as expressly authorized in this Agreement.

14.14 Assignment and Subcontracts

- 14.14.1 Any assignment, subcontract or other transfer of a Party's rights or obligations under this Agreement or any Order hereunder requires the prior written consent of the other Party not to be unreasonably withheld or delayed. Prior to any such assignments, the assignee will be required to provide the other Party with a written undertaking to comply with all the assignor's obligations under this Agreement and the applicable Orders. Additionally, in the event of the sale or other transfer of all or substantially all of the assets or equity of DAVE or Amdocs to another entity (in the case of DAVE, that is not an Amdocs Competitor), or the transfer of such assets or equity to such other

entity due to a corporate reorganization, such entity will be entitled to all benefits of this Agreement and of the Orders hereunder, provided that such entity first provides Amdocs or DAVE, respectively, with a written undertaking to comply with all of DAVE's or Amdocs', respectively, obligations under this Agreement and the Orders. Any attempted assignment that does not comply with the foregoing shall be null and void.

14.14.2 Notwithstanding the foregoing, it is agreed that Amdocs may subcontract or assign the provision of licenses, services or Third Party products hereunder to any of Amdocs' Affiliates and/or to specialist subcontractors (all referred to in this Agreement as the **"Authorized Subcontractors"**); provided that:

- (a) Amdocs shall be responsible for the performance (or non-performance, as the case may be) of any part of this Agreement and any Order hereunder which is subcontracted to an Authorized Subcontractor;
- (b) Amdocs' obligations under this Agreement and the Orders hereunder shall remain in full force and effect, despite the involvement of Authorized Subcontractors in performance of this Agreement; and
- (c) the applicable terms of this Agreement (including, without limitation, those referred to in Section 14.16) shall also apply to the Authorized Subcontractors

The Authorized Subcontractors that require access to the DAVE Equipment, the DAVE Facilities, the DAVE Owned Software, and/or the DAVE Third Party Software in order to provide the Services and/or Additional Services will receive such access, and the Authorized Subcontractors' personnel will be treated in all respects as Amdocs' personnel.

14.14.3 Amdocs agrees that during the Term, the parent corporation of Amdocs shall remain Amdocs Limited or a wholly-owned subsidiary thereof. Change of Control (as defined in Section 13.5.2) of Amdocs Limited shall not constitute a breach of this Agreement. Notwithstanding the foregoing, if a competitor of DAVE in Canada acquires control (as such term is defined in Section 1.2.2 above) of Amdocs Limited, DAVE shall be entitled to terminate this Agreement in accordance with Section 13.5.2.

14.15 Indemnification

14.15.1 Subject to the procedures specified in Section 14.15.5, Amdocs shall defend, indemnify and hold DAVE and its officers, directors, employees, successors, and assigns ("DAVE Indemnitees") harmless from and against any costs and damages, including reasonable attorney's fees, awarded against DAVE Indemnitee by a court in a final judgment, as a result of, and defend DAVE Indemnitee against any Third Party claim that the normal anticipated use of the Amdocs Systems or Amdocs Third Party Software as specified in the Product Documentation on the designated platform infringes such Third Party's Intellectual Property Rights based upon use of the Amdocs Systems or Amdocs Third Party Software in the performance of the Services. If any injunction or order is (or in Amdocs' judgment is likely to be) obtained against Amdocs' use of the Amdocs Systems or Amdocs Third Party Software, Amdocs, at its sole discretion and expense, shall either (a) procure a license to continue to use the Amdocs Systems or Amdocs Third Party Software, as applicable, (b) modify the Amdocs Systems or Amdocs Third

Party Software so the applicable component is not infringing or replace it with a non-infringing and functionally-equivalent substitute or (c) if the right to continue using the affected Amdocs Systems or Amdocs Third Party Software cannot be procured using reasonable commercial efforts, or the affected Amdocs Systems or Amdocs Third Party Software cannot be replaced or modified using reasonable commercial efforts, Amdocs shall have the right to terminate the affected Service and all associated licenses and the Subscriber fees shall be equitably adjusted to reflect the revised Services, with any refund or credit prorated over a period of five (5) years. Amdocs shall have no obligation to indemnify the DAVE Indemnitees, and DAVE shall defend, indemnify, and hold the Amdocs Indemnities harmless from and against, any and all liabilities, losses, costs, damages, and expenses, including reasonable attorneys' fees, arising out of any claim or action to the extent that it is based upon: (i) modification of a program or machine by DAVE Personnel or a Third Party, unless such modification has been approved by Amdocs in writing and in advance; (ii) DAVE's combination, operation or use with apparatus, data or programs neither furnished nor approved by Amdocs; (iii) the use by DAVE of any software provided by any Third Party other than in accordance with relevant software licenses whether or not such license agreements are provided to Amdocs; (iv) the use, in accordance with the applicable license agreement, of software owned by or licensed to DAVE or its Affiliates by a party other than Amdocs and supplied by DAVE to Amdocs; or (v) specifications, instructions, or requirements provided by DAVE or its Affiliates or on their behalf to Amdocs with an expectation that Amdocs use same in interaction or interconnectivity to DAVE's network or in rendering services under this Agreement (the occurrences set forth in clauses (i) through (v) above, the "DAVE-Generated Claims").

- 14.15.2 Subject to the procedures specified in Section 14.15.5, DAVE shall defend, indemnify, and hold Amdocs, its Affiliates, and their respective officers, directors, employees, successors, and assigns ("Amdocs Indemnitees") harmless from and against any costs and damages, including reasonable attorney's fees, awarded against Amdocs Indemnitee by a court in a final judgment, as a result of, and defend Amdocs Indemnitee against any Third Party claim based upon use of the DAVE Owned Software, the DAVE Third Party Software, the Right To Use, the DAVE-Generated Claims or based upon other software and other materials that is proprietary or non-proprietary to DAVE that DAVE requires Amdocs to use in performing the Services or that DAVE is responsible for securing the rights of use thereto. Also notwithstanding the foregoing, DAVE shall indemnify the Amdocs Indemnitees to the extent an infringement or claim of infringement could have been avoided by moving to a new release or version of the infringing DAVE originated, owned or licensed software and DAVE was offered or had available a new release or version and did not move to same. If any injunction or order is obtained against Amdocs' use of any software or other materials that Amdocs requires in order to perform services hereunder, DAVE may, in its reasonable discretion, either procure a license to enable Amdocs to continue to use any such infringing software or materials, or develop or obtain a non-infringing substitute. DAVE shall have no obligation to indemnify Amdocs, and Amdocs shall defend, indemnify, and hold the DAVE Indemnitees harmless from and against, any and all liabilities, losses, costs, damages, and expenses, including reasonable attorneys' fees, arising out of any claim or action to the extent that it is based upon: (i) modification of a program or machine by Amdocs Personnel (other than modifications directed by DAVE); (ii) Amdocs' combination, operation, or use with apparatus, data,

or programs not furnished by DAVE; (iii) the use by Amdocs of any software provided by any Third Party other than in accordance with relevant software licenses; or (iv) the use, in accordance with the applicable license agreement, of software owned by or licensed to Amdocs by a party other than DAVE and supplied by Amdocs to DAVE.

- 14.15.3 Subject to the procedures specified in Section 14.15.5, Amdocs and DAVE shall indemnify, defend, and hold the DAVE Indemnitees and Amdocs Indemnitees, respectively, harmless with respect to any Third Party's claim alleging bodily injury, including death, or damage to tangible personal or real property (excluding data), in the event that such injury or damage arises from physical acts or omissions that constitute negligence, willful misconduct, or violations of Laws by the indemnifying Party or its Personnel.
- 14.15.4 Subject to the procedures specified in Section 14.15.5, Amdocs shall indemnify, defend, and hold the DAVE Indemnitees harmless with respect to any Third Party's claim relating to any violation by Amdocs or its Affiliates, or their respective officers, directors, employees, representatives or agents, of Federal, state, provincial, local, international or other Laws or regulations or any common law protecting persons or members of protected classes or categories, including laws or regulations prohibiting discrimination or harassment on the basis of a protected characteristic.
- 14.15.5 Any claims for indemnification hereunder shall be subject to the following procedures:
- (a) The indemnified Party shall promptly notify the indemnifying Party in writing of a claim covered by this Section 14.15.
 - (b) The indemnified Party shall not admit any liability whatsoever.
 - (c) The indemnifying Party shall be entitled to take sole control of the defense and investigation of the claim (the "Defense") at its own expense, and to use attorneys of its choice, by providing prompt written notice to the indemnified Party. The indemnifying Party shall not be liable to the indemnified Party for any costs of the Defense incurred after such notice, except for such Defense costs incurred at the indemnifying Party's request.
 - (d) The indemnified Party shall cooperate in all reasonable respects with the indemnifying Party and its attorneys in the Defense of such claim, and may reasonably participate at its own expense, through its attorneys or otherwise, in such Defense, provided that such participation does not interfere with the indemnifying Party's Defense.
 - (e) The indemnifying Party shall be subrogated to the rights and defenses of the indemnified Party to the extent of, and with respect to, the indemnifying Party's obligation to indemnify the indemnified Party under this Section 14.15.
 - (f) All settlements of claims subject to indemnification under this Section shall:
 - (i) if requiring any admission of guilt by the indemnified Party, be entered into only with the consent of the indemnified Party, which consent shall not be unreasonably withheld; and
 - (ii) include an appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement.
-

- 14.15.6 THIS SECTION 14.15 STATES THE EXCLUSIVE REMEDY OF DAVE AND THE ENTIRE LIABILITY OF AMDOCS WITH RESPECT TO INFRINGEMENT CLAIMS INVOLVING THE COMPONENTS DESCRIBED HEREIN OR ANY PORTIONS OR USE THEREOF, AND DAVE SHALL HAVE NO ADDITIONAL LIABILITY WITH RESPECT TO ANY ALLEGED OR PROVEN INFRINGEMENT.
- 14.15.7 THIS SECTION 14.15 STATES THE EXCLUSIVE REMEDY OF AMDOCS AND THE ENTIRE LIABILITY OF DAVE WITH RESPECT TO INFRINGEMENT CLAIMS INVOLVING THE COMPONENTS DESCRIBED HEREIN OR ANY PORTIONS OR USE THEREOF, AND AMDOCS SHALL HAVE NO ADDITIONAL LIABILITY WITH RESPECT TO ANY ALLEGED OR PROVEN INFRINGEMENT.

14.16 Insurance

Amdocs agrees that upon execution of this Agreement, Amdocs shall procure and maintain insurance coverage with limits and conditions not less than those specified in **Schedule 15**.

14.17 Survival of Obligations

Obligations under this Agreement or any Order, which by their nature would continue beyond the termination, expiration or other ending of this Agreement or any Order (including by way of illustration only and not limited to, those in the Sections entitled Liability and Confidentiality) shall survive the termination, expiration or other ending of this Agreement or any Order.

14.18 Headings not Controlling

The headings of the Sections of this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

14.19 Notices

- 14.19.1 Any notification, demand or communication which under the terms of this Agreement or otherwise must or may be given or made by a Party shall be in writing and shall: (i) be given in person, (ii) made by any delivery (courier) services requiring signature of receipt or by fax (with transmission confirmation), addressed or transmitted to the respective Parties' addresses specified below. Notwithstanding the foregoing, important notices under this Agreement (e.g., those regarding a breach of obligations hereunder, termination, etc.) shall only be sent by courier services to ensure prompt and actual receipt. Any notices to be provided by DAVE under this Agreement to Amdocs shall be provided to both ASSL and ACMS.
- 14.19.2 Amdocs and DAVE may also communicate with each other, for their day-to-day project activities and management to be performed under this Agreement, by electronic means, including via e-mail. An identification code (called a user ID) contained in an electronic document will be deemed sufficient to verify the sender's identity and the document's authenticity.

14.19.3 Unless specified otherwise in the Agreement, when either Party is required to provide notice to the other, such notice shall be deemed given:

- (a) when delivered within the same country, upon the earlier of: (i) the day of receipt, if delivered in person or electronically; (ii) confirmed date of delivery by an internationally-recognized express courier with a reliable system for tracking delivery, or (iii) after the transmission by fax or electronically and receipt by the sender of a confirmation of transmission showing successful completion of the transmission.
- (b) when delivered to Amdocs or DAVE in a different country, upon the earlier of: (i) if in person, electronically or by fax, the same as above; or (ii) if by express courier or postal services, as provided above within the time frames for delivery generally stated by the courier service or the local postal service, respectively, but no greater than ten (10) business days. Amdocs and DAVE shall provide notices under this Agreement to the following addresses and persons:

If to Amdocs, to:	If to DAVE, to:
Amdocs Canadian Managed Service, Inc. 2 Bloor Street East, Suite 400 Toronto, Ontario M4W 3Y7 Canada Telephone: +1- 416-355-4000 Fax: +1- 416-355-4095 Attention: Derek Rickaby, Vice President	Data & Audio-Visual Enterprises Wireless Inc., Canada Trust Tower, Suite 2300 161 Bay Street Toronto, Ontario M5J 2S1 Canada Telephone: +1-416-736-3860 Fax: +1-416-650-9706 Attention: Stewart Lyons, Executive Vice President
And to: Amdocs Software Systems Limited 1 First Floor, Block S East Point Business Park Dublin 3, Ireland Telephone: +353-1-439 3661 Fax: +353-1-8230970 Attention: Marion O'Malley, Contracts Administration	

14.19.4 Either Party may change its address, phone and facsimile numbers and e-mail address for notification purposes by giving the other prior written notice of the new information and its effective date.

14.20 Successors and Assignees

This Agreement shall be binding upon and inure to the benefit of the Parties hereof and to their permitted successors and assignees.

14.21 Publicity

14.21.1 Each Party must obtain the other's prior written consent before publicly using or disclosing any advertising, written sales promotion materials, press releases, or other publicity matters relating to this Agreement, which consent shall not be unreasonably

withheld; provided, however, that the Parties agree that during the Term, each Party may publicly refer to the other Party as its customer or vendor, as applicable, and refer to the existence of this Agreement (but not disclose any of the contents hereof).

14.21.2 Notwithstanding, each of the Parties may include the names of the Parties, the existence of the Agreement, and a factual description of the work performed under the Agreement:

- (a) on employee bulletin boards;
- (b) in internal business planning documents;
- (c) in its public filings required by law or regulation;
- (d) whenever necessary to comply with generally accepted accounting principles or applicable laws; and
- (e) in marketing materials as a customer or vendor, as applicable.

14.21.3 The Parties agree that, upon the execution of this Agreement, DAVE and Amdocs will issue a joint press release regarding the scope of this Agreement, provided that the content of the press release and the timing of its distribution are agreed to by both Parties and the press release has received the prior written approval and consent of DAVE and Amdocs. Subject to the foregoing, the Parties agree to cooperate regarding the issuance of one or more additional press releases relating to this Agreement.

14.22 Export

The Parties expressly acknowledge their obligation to comply with all applicable Amdocs Legal Requirements and DAVE Legal Requirements regarding export from the United States of computer hardware, software, technical data or derivatives thereof, as such requirements may be modified from time to time. Each Party will reasonably cooperate with the other and will provide to the other promptly upon request any end-user certificates, affidavits regarding re-export or other certificates or documents as are reasonably requested to obtain approvals, consents, licenses and/or permits required for any payment or any export or import of products or services under this Agreement.

14.23 Third Party Beneficiaries

This Agreement is entered into solely between, and may be enforced only by, DAVE and Amdocs. This Agreement shall not be deemed to create any benefits, rights, claims, obligations, or causes of action in, to, or on behalf of any third parties, including without limitation Affiliates, Third Parties, employees, suppliers and customers of a Party, or to create any obligations of a Party to any such third parties other than to DAVE and Amdocs under the Agreement except as set forth in Section 14.15.

14.24 Covenant of Good Faith

Each Party agrees that, in its respective dealings with the other Party under or in connection with this Agreement, it shall act in good faith.

14.25 Similar Agreements

Amdocs may enter into similar agreements with others and develop and provide hardware, software, or services that are similar to or competitive with the hardware, software, and Services provided under the Agreement, except to the extent that such hardware, software, or services infringe DAVE's patent rights or copyrights, misappropriate or use in any manner DAVE's Confidential Information.

14.26 Acknowledgment

14.26.1 The Parties each acknowledge that the terms and conditions of this Agreement have been the subject of active and complete negotiations, and that such terms and conditions should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

14.26.2 The Parties agree to negotiate in good faith in order to finalize as soon as reasonably possible, but not later than December 31, 2009, the following remaining (yet to be finalized) schedules to this Agreement:

Schedule 1	Amdocs Software
Schedule 2	Amdocs Third Party Software
Schedule 3	DAVE Facilities
Schedule 4	Scope Summary (subject to Section 14.26.3)
Schedule 4A	HLD Documents
Schedule 6	Envelope and Storage Parameters
Schedule 7	Implementation Services
Schedule 8	Outsourcing Services
Schedule 9	Roles and Responsibilities
Schedule 10	SLA: Creditable Performance Specifications
Schedule 11	Project Plan
Schedule 12	Steering Committee and Key Personnel
Schedule 13	Change Management Procedures
Schedule 14	Data Privacy and Security
Schedule 15	Insurance
Schedule 16	Competitors
Schedule 17	Form of Order
Schedule 18	Termination Statement
Schedule 19	Non-Disclosure Agreement between the Parties
Schedule 20	Amdocs Non-Disclosure Agreement for DAVE Subcontractors/Third Parties

Finalization of the schedules will be confirmed by the Parties' mutual execution of each such schedule.

- 14.26.3 The Parties further agree that: (a) all schedules not finalized as of the date of execution of this Agreement will continue to be governed by the LOI, to the extent applicable, subject to the acknowledgments regarding Schedule 4 below; and (b) if there is a disagreement relating to any of the foregoing matters, the Parties will endeavor to resolve such disagreements through the following escalation procedure and time limits to resolve the matter, notwithstanding Section 14.12.2: (i) DAVE's CIO (or equivalent) and Amdocs' responsible CBE – three (3) days; DAVE's CEO and Amdocs' responsible Senior CBE – three (3) days. Notwithstanding the foregoing, with respect to **Schedule 4** – Scope Summary, the Parties acknowledge that as of the date of execution of this Agreement, portions of the current draft of **Schedule 4** – Scope Summary attached hereto have been agreed to by the Parties and other portions have yet to be finalized, and that any comments made by the Parties in the draft of **Schedule 4** – Scope Summary attached hereto may or may not form part of the final version of said schedule. The Parties agree that they will negotiate in good faith the finalization of: (a) **Schedule 4** – Scope Summary not later than December 31, 2009; and (b) **Schedule 4A** – HLD Documents not later than December 31, 2009.

14.27 Order of Preference

- 14.27.1 In the event of conflict in substance or impact between the main body of this Agreement (from the introductory clause through Section 14.27) and any Schedule, attachment, or exhibit, this Agreement controls, subject to the right of DAVE and Amdocs to mutually amend this Agreement and Schedules, attachments and exhibits as set forth herein. In the event of any conflict in substance or impact between this Agreement and any Order, the terms of the Order shall control, subject to the right of DAVE and Amdocs to mutually amend any such Order.
- 14.27.2 The LOI shall be terminated and shall have no further force and effect except with respect to Section 14.26.3, and as of the date of this Agreement, all services carried out thereunder shall be considered to be Services for the purpose of this Agreement.

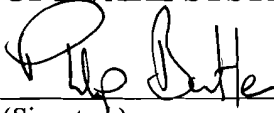
14.28 Execution of Agreement

This Agreement may be executed in duplicate counterparts and both together will constitute one and the same document.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, DAVE and Amdocs, pursuant to due corporate authority, have caused this Agreement to be signed in their respective names on the date(s) set forth below.

**AMDOCS SOFTWARE SYSTEMS
LIMITED**

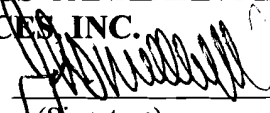
By: 
(Signature)

Name: Philip Butler
(Typed or Printed)

Title: Assistant Secretary
(Typed or Printed)

Date: 22nd March 2011

**AMDOCS CANADIAN MANAGED
SERVICES INC.**

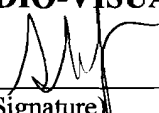
By: 
(Signature)

Name: John MacDonald
(Typed or Printed)

Title: CLIENT BUSINESS EXECUTIVE
(Typed or Printed)

Date: _____

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By: 
(Signature)

Name: STEWART LYONS
(Typed or Printed)

Title: CHIEF OPERATING OFFICER
(Typed or Printed)

Date: MARCH 16, 2011

By: 
(Signature)

Name: DAVE DOBBIN
(Typed or Printed)

Title: PRESIDENT & CEO
(Typed or Printed)

Date: MARCH 16, 2011

SCHEDULE 1
TO
MANAGED SERVICES AGREEMENT

AMDOCS SOFTWARE

The undersigned parties accept this document as Schedule 1 to the Managed Services Agreement dated October 15, 2000 by and between Data & Audio-Visual Enterprises Wireless Inc., Amdocs Canadian Managed Services, Inc. and Amdocs Software Systems Limited:

AMDOCS SOFTWARE SYSTEMS LIMITED

By:


(Signature)

Name:

Eileen Gordon
(Typed or Printed)

Title:

Assistant Secretary
(Typed or Printed)

Date:

1 March 2010

AMDOCS CANADIAN MANAGED SERVICES, INC.

By:


(Signature)

Name:

David Robinson
(Typed or Printed)

Title:

VP - Services Mgr
(Typed or Printed)

Date:

Feb 24th / 2010

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By:


(Signature)

Name:

DAVE DUGGAN
(Typed or Printed)

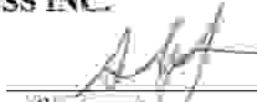
Title:

(Typed or Printed)

Date:

Dec 9/09

By:


(Signature)

Name:

Steven F. Lyons
(Typed or Printed)

Title:

(Typed or Printed)

Date:

Dec 9/09

ASAP – Amdocs Service Activation

Amdocs Store Ordering and Activation Platform (ASAP) is a system used for managing orders of cellular equipment and services.

CIM – Customer Interaction Manager

Amdocs Customer Interaction Manager (CIM) is a web-based, call center agent desktop for high-volume, multi-functional, multimedia contact centers, designed to enable integrated customer management strategy.

AMSS – Amdocs Self Service

Amdocs Self Service (AMSS) software offers a set of self service applications that enable self service for DAVE's Subscribers. It allows the Subscriber to view account details and make payments.

APILink – Amdocs APIs

APILink is a set of Java-based APIs, enabling different Amdocs applications as well as Third Party applications to integrate with the Amdocs Systems and utilize the capabilities it provides.

AAM – Amdocs Activation Manager

Amdocs Activation Manager (AAM) software is intended to streamline the activation and provisioning of mobile voice and data services. It automates the activation of services and individual Subscribers and supports multi-vendor, multi-class and multi-technology networks and application servers, as well as a range of IT elements.

Amdocs Service Platform (ASP)

The Amdocs ASP product is a software application that can provide CAMEL v2 and ISUP messaging for establishing a control relationship with the monitoring MSC. ASP provides support for outbound/inbound calling, including mid-call teardown; an interface with Amdocs Charging; and open Internet protocol interface to other IPs, or Interactive Voice Response (IVR). Included within the ASP product are the SCP and the Announcement IVR.

AR – Amdocs Account Receivable

The Amdocs Accounts Receivable (AR) module manages the account/MRC balance by handling all the financial activities of the DAVE subscriber. Its GL sub-module reports all those financial activities to the DAVE financial application.

PC – Product Catalog

Product Catalog (PC) software handles all product and service offerings in an accessible format in a single database, and supports flexible definition and bundling of price plans and services.

OLC – Amdocs Online Charging

Amdocs Online Charging (OLC) software is responsible for the real-time processing of request messages and event records originating from various network elements. Multiple processing modes are supported, including request-response, transaction-based and file-based modes.

ABM - Amdocs Balance Management

Amdocs Balance Management (ABM) software is a value-added component that maintains the real-time account balance and reserved amounts, supports various balance policies and generates balance threshold-based actions.

RPL – Amdocs Replenishment Management

Amdocs Replenishment Management (RPL) software is a value-added component that manages the recharging of prepaid balances through multiple payment methods (vouchers, cash, debit, and credit) and recharge channels (CSRs, IVRs, Web, handset, etc.).

Amdocs Mediation

Amdocs Mediation provides a converged mediation solution that will provide DAVE with the capability to collect voice and data events directly from the network in batch or real-time and synthesize those events into data records that can be efficiently handled by downstream business applications such as Amdocs Online Charging.

MAF – Amdocs Message Acquisition and Formatting

Amdocs Message Acquisition and Formatting (MAF) software performs the mediation function and receives various data files and reformats them. MAF reformats incoming messages into a format acceptable to the target system. These functions are carried out with the aid of business rules defined by DAVE.

APRM – Amdocs Partner Manager

Amdocs Partner Manager (APRM) software is a multi-lingual stand-alone product for handling any type of business-to-business settlement.

RCM – Roaming Clearing Manager

Amdocs Roaming Clearing Manager (RCM) is a product that enables clearinghouse capabilities and control over roaming agreements for derived revenues and settlement costs.

ADD – Amdocs Document Designer

The Amdocs Document Designer (ADD) software receives the anniversary handling information and generates a statement. The statement can handle various formats and languages, and send output for different media, such as paper and electronic.

Amdocs Support

Amdocs Support software is a workflow-driven support application designed for a first and second-tier support role. It allows the CSRs to log and route cases, set priorities, verify contracts, and review case histories.

**SCHEDULE 2-A
TO
MANAGED SERVICES AGREEMENT**

AMDOCS THIRD PARTY SOFTWARE

The undersigned parties accept this document as Schedule 2-A to the Managed Services Agreement dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc., Amdocs Canadian Managed Services, Inc. and Amdocs Software Systems Limited:

**AMDOCS SOFTWARE SYSTEMS
LIMITED**

By: 
(Signature)

Name: DWAYNE DWYER
(Typed or Printed)

Title: REGIONAL GENERAL MANAGER
(Typed or Printed)

Date: 9 FEBRUARY 2010

**AMDOCS CANADIAN
SERVICES, INC.**

By: 
(Signature)

Name: Doreen Chikolun
(Typed or Printed)

Title: VP & REGIONAL CRO
(Typed or Printed)

Date: JAN 16 2010

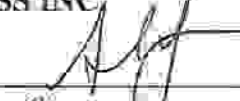
DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By: 
(Signature)

Name: DAVE DWYER
(Typed or Printed)

Title: PRESIDENT
(Typed or Printed)

Date: JAN 15 / 10

By: 
(Signature)

Name: Stewart Lyon
(Typed or Printed)

Title: EO
(Typed or Printed)

Date: Jan 5/10

The purpose of **Schedule 2-A** is to provide a list of the Amdocs-Provided Third Party Software and the Amdocs-Used Third Party Software that Amdocs will use as part of the Implementation Services and Managed Services, and otherwise in performance of the Agreement. DAVE Third Party Software is not listed within this **Schedule 2-A** and shall be set forth in **Schedule 2-B**, DAVE Third Party Software.

1. DEFINITIONS AND TERMS:

Amdocs Third Party Software: The software licensed or leased by Amdocs from Third Parties and used by Amdocs personnel in the performance of the Services, all as listed in Sections 2 and 3 below.

Amdocs-Provided Third Party Software: The Amdocs Third Party Software that Amdocs uses in providing non-standard BSS/OSS services, as listed in Section 2 below.

Amdocs-Used Third Party Software: The Amdocs Third-Party Software that Amdocs uses in providing standard BSS/OSS services, as listed in Section 3 below.

DAVE Third Party Software: The software or Intellectual Property Rights licensed or leased by DAVE from Third Parties and used by Amdocs Personnel in the performance of the Services, as set forth in **Schedule 2-B**.

2. AMDOCS-PROVIDED THIRD PARTY SOFTWARE:

Software List			
Functionality	Name	Vendor	Version
Financials¹	SAP	SAP	
Operating System	Windows Server 2008 Enterprise Edition	Microsoft	2008 EE, 64bit
Database Server	SQL Server 2008 Enterprise Edition	Microsoft	2008 EE, 64bit
Application Server	Netweaver	SAP	NW 7.0
Internet Browser	Explorer	Microsoft	7.0 and up
Application Client	SAPGUI for Windows	SAP	7.10 for Windows
PDF Reader	Adobe Reader	Adobe	8.X
Commissions²	Scorecard	Scorecard	TBD
Operating System	TBD	TBD	TBD
Database	TBD	TBD	TBD
Application Server	TBD	TBD	TBD
Internet Browser	TBD	TBD	TBD
Web Server	TBD	TBD	TBD
Image Viewer	TBD	TBD	TBD
Point of Sale	MicroTelecom POS	MicroTelecom	4 (KR)
Operating System	Windows	Microsoft	XP, 2003, Vista, Win 7
Database	SQL	Microsoft	2008
Application Server	N/A	N/A	N/A
Internet Browser	Explorer	Microsoft	7.0 and up

Software List			
Functionality	Name	Vendor	Version
Web Server	N/A	N/A	N/A
Image Viewer	N/A	N/A	N/A
eStore/Ordering Portal	Flashecom.net	Flashecom	
Operating System	Windows	Microsoft	XP, 2003, Vista, Win 7
Database	MS SQL Server	Microsoft	2008
Application Server	Windows Server	Microsoft	2003
Internet Browser	Explorer	Microsoft	7.0 and up
Web Server	IIS	Microsoft	6.0
Image Viewer	N/A	N/A	N/A
Document Management			
Operating System	Microsoft 2003 Enterprise Server	Microsoft	2003
Content Mgmt System	CMS	Alfresco	3.2 Enterprise
Java Development Kit	JDK	SUN	6.X
Database	Oracle, MySQL	MySQL	5.0.67 or higher
Application Server	Tomcat	Tomcat	6.X
Building Tool	Ant	Apache	1.7.1
IDE	Eclipse	Eclipse	3.X
Image Process Studio	ImageMagick		6.5.6
Office Application	OpenOffice	SUN	3.1.1
Animation Viewer	Flash Player	Adobe	10
Sales Force Automation			
Infor CRM Epiphany Sales		Infor	7.0
Operating System	Windows 2003 Enterprise Server	Microsoft	2003
Application Server	Windows 2003 Enterprise Server	Microsoft	2003
Database Server	Windows 2003 Enterprise Server	Microsoft	2003
Client Operating System	Windows XP, Windows Vista	Microsoft	XP, Vista
Client Office Suite	MS Office	Microsoft	XP, 2003, 2007
PDF Reader	Adobe Reader	Adobe	8.X
Fraud Management			
Fraud Management Module	WatchDog	Basset Labs	5.0
Operating System	Windows 2008	Microsoft	2008
Application Server	Windows 2008	Microsoft	2008
Database Server	SQL Enterprise Server *64	Microsoft	2008
Browser	Internet Explorer	Microsoft	8
Web Server	Apache	Apache	2.0.59

Note 1: For clarification purposes, DAVE will purchase SAP licenses and software maintenance from SAP or an authorized SAP reseller.

Note 2: Amdocs will purchase, install, and operate the Infrastructure (e.g. Servers, OS, and Firmware) required by the Scorecard application to support both Subscriber Reporting and Commissions functions. DAVE will contract directly with Scorecard for all application development, support, and maintenance services associated with the Scorecard application(s).

3. AMDOCS-USED THIRD PARTY SOFTWARE:

UNIX Software

Software List			
Functionality	Name	Vendor	Version
Customer DB + Provisioning			
Unix Operating System	HP/UX	HP	HP/UX 11iV2
Advanced File System	OnlineJFS	HP	Part of the OS (HP/UX 11iV2)
Manage Mirror Disks	Mirror Disk/UX	HP	Part of the OS (HP/UX 11iV2)
Resource Management	PRM	HP	Part of the OS (HP/UX 11iV2)
C Run Time	ANSI C	HP	HP/UX 11iV2
C++ Run Time	aC++	HP	HP/UX 11iV2
C++ call interface	OCCI	Oracle	Part of Oracle 10g
Scheduler Control-M Agent	CONTROL-M Agent	BMC	6.3.0.1
High Availability	MC ServiceGuard	HP	Part of the OS (HP/UX 11iV2)
Oracle DB License	Oracle Server	Oracle	10g
Oracle DB Client	Oracle Client	Oracle	10g
ORACLE Accelerator	QuickSelect	LogOn	1.6.05.32
Tuxedo	Tuxedo Client	BEA	8.1
OS Tools	OpenView Glance Plus	HP	Part of the OS (HP/UX 11iV2)
Monitoring & Management Agent	OpenView Agent	HP	HP/OV v8.17
Secure FTP and Login	SSH	WRQ Attachmate	3.3
Cobol	Cobol Server Express	MicroFocus	v5.0
Java Compiler	JDK	SUN	1.4.11
MQSeries	MQSeries	IBM	v6.0
JOLT	JOLT	BEA	8.1
Sales Tax	Quantum	Vertex	3.1
Telecom Tax	CommTax	Vertex	3.0 sp8
Address Validation	Code 1	Group 1	G1 3.2 / GeoTax 5.0
AM Agent	AM Agent	HP	HP/OV Asset Center v5.0
File Transfer Utility	FastCopy	Softlink	2.6
Backup Agent	DP Backup Agent	HP	HP/DP v6.0
User Access	eTrust Agent	CA	8.1
Amdocs Charging DB			
Unix Operating System	HP/UX	HP	HP/UX 11iV2
Advanced File System	OnlineJFS	HP	Part of the OS (HP/UX 11iV2)
Manage Mirror Disks	Mirror Disk/UX	HP	Part of the OS (HP/UX 11iV2)
Resource Management	PRM	HP	Part of the OS (HP/UX 11iV2)
C Run Time	ANSI C	HP	HP/UX 11iV2
C++ Run Time	aC++	HP	HP/UX 11iV2

Software List			
Functionality	Name	Vendor	Version
C++ call interface	OCCI	Oracle	Part of Oracle 10g
Scheduler Control-M Agent	CONTROL-M Agent	BMC	6.3.0.1
High Availability	MC ServiceGuard	HP	Part of the OS (HP/UX 11iV2)
Oracle DB License	Oracle Server	Oracle	10g
Oracle DB Client	Oracle Client	Oracle	10g
ORACLE Accelerator	QuickSelect	LogOn	1.6.05.32
OS Tools	OpenView Glance Plus	HP	Part of the OS (HP/UX 11iV2)
Monitoring & Management Agent	OpenView Agent	HP	HP/OV v8.17
Secure FTP and Login	SSH	WRQ Attachmate	3.3
Cobol	Cobol Server Express	MicroFocus	v5.0
Java Compiler	JDK	SUN	1.4.11
JOLT	JOLT	BEA	8.1
AM Agent	AM Agent	HP	HP/OV Asset Center v5.0
File Transfer Utility	FastCopy	Softlink	2.6
Backup Agent	DP Backup Agent	HP	HP/DP v6.0
User Access	eTrust Agent	CA	8.1
API_TRB + RPL			
Unix Operating System	HP/UX	HP	HP/UX 11iV2
Advanced File System	OnlineJFS	HP	Part of the OS (HP/UX 11iV2)
Manage Mirror Disks	Mirror Disk/UX	HP	Part of the OS (HP/UX 11iV2)
Process Management	PRM	HP	Part of the OS (HP/UX 11iV2)
C Run Time	ANSI C	HP	HP/UX 11iV2
C++ Run Time	aC++	HP	HP/UX 11iV2
C++ call interface	OCCI	Oracle	Part of Oracle 10g
WEB/Application Server	WebLogic Server	BEA	8.1 sp5
Backup Agent	DP Backup Agent	HP	HP/DP v6.0
High Availability	MC ServiceGuard	HP	Part of the OS (HP/UX 11iV2)
OS Tools	OpenView Glance Plus	HP	Part of the OS (HP/UX 11iV2)
Monitoring & Management Agent	OpenView Agent	HP	HP/OV v8.17
Scheduler Control-M Agent	CONTROL-M Agent	BMC	6.3.0.1
User Access	eTrust Agent	CA	8.1
AM Agent	AM Agent	HP	HP/OV Asset Center v5.0
Amdocs Charging FR			
Unix Operating System	HP/UX	HP	HP/UX 11iV2
Advanced File System	OnlineJFS	HP	Part of the OS (HP/UX 11iV2)
Manage Mirror Disks	Mirror Disk/UX	HP	Part of the OS (HP/UX 11iV2)
Process Management	PRM	HP	Part of the OS (HP/UX 11iV2)
C Run Time	ANSI C	HP	HP/UX 11iV2
C++ Run Time	aC++	HP	HP/UX 11iV2

Software List			
Functionality	Name	Vendor	Version
C++ call interface	OCCI	Oracle	Part of Oracle 10g
Database in Memory	Oracle TT	Oracle	7.0.3
(2 Data Stores per server 10GB Each QTY in GB)			
Backup Agent	DP Backup Agent	HP	HP/DP v6.0
Veritas File System /High Availability	Veritas SFHA	Symantec	v4
OS Tools	OpenView Glance Plus	HP	Part of the OS (HP/UX 11iV2)
Monitoring & Management Agent	OpenView Agent	HP	HP/OV v8.17
Scheduler Control-M Agent	CONTROL-M Agent	BMC	6.3.0.1
User Access	eTrust Agent	CA	8.1
AM Agent	AM Agent	HP	HP/OV Asset Center v5.0
Amdocs Charging RB			
Unix Operating System	HP/UX	HP	HP/UX 11iV2
Advanced File System	OnlineJFS	HP	Part of the OS (HP/UX 11iV2)
Manage Mirror Disks	Mirror Disk/UX	HP	Part of the OS (HP/UX 11iV2)
Process Management	PRM	HP	Part of the OS (HP/UX 11iV2)
C Run Time	ANSI C	HP	HP/UX 11iV2
C++ Run Time	aC++	HP	HP/UX 11iV2
C++ call interface	OCCI	Oracle	Part of Oracle 10g
Database in Memory	Oracle TT	Oracle	7.0.3
(2 Data Stores per server 10GB Each QTY in GB)			
Backup Agent	DP Backup Agent	HP	HP/DP v6.0
Veritas File System /High Availability	Veritas SFHA	Symantec	v4
OS Tools	OpenView Glance Plus	HP	Part of the OS (HP/UX 11iV2)
Monitoring & Management Agent	OpenView Agent	HP	HP/OV v8.17
Scheduler Control-M Agent	CONTROL-M Agent	BMC	6.3.0.1
User Access	eTrust Agent	CA	8.1
AM Agent	AM Agent	HP	HP/OV Asset Center v5.0
AVM			
Unix Operating System	HP/UX	HP	HP/UX 11iV2
Advanced File System	OnlineJFS	HP	Part of the OS (HP/UX 11iV2)
Manage Mirror Disks	Mirror Disk/UX	HP	Part of the OS (HP/UX 11iV2)
Process Management	PRM	HP	Part of the OS (HP/UX 11iV2)
C Run Time	ANSI C	HP	HP/UX 11iV2
C++ Run Time	aC++	HP	HP/UX 11iV2
C++ call interface	OCCI	Oracle	Part of Oracle 10g
Backup Agent	DP Backup Agent	HP	HP/DP v6.0
High Availability	MC ServiceGuard	HP	Part of the OS (HP/UX 11iV2)
OS Tools	OpenView Glance Plus	HP	Part of the OS (HP/UX 11iV2)
Monitoring & Management Agent	OpenView Agent	HP	HP/OV v8.17

Software List			
Functionality	Name	Vendor	Version
Scheduler Control-M Agent	CONTROL-M Agent	BMC	6.3.0.1
User Access	eTrust Agent	CA	8.1
AM Agent	AM Agent	HP	HP/OV Asset Center v5.0
Billing and PRM			
Unix Operating System	HP/UX	HP	HP/UX 11iV2
Advanced File System	OnlineJFS	HP	Part of the OS (HP/UX 11iV2)
Manage Mirror Disks	Mirror Disk/UX	HP	Part of the OS (HP/UX 11iV2)
Process Management	PRM	HP	Part of the OS (HP/UX 11iV2)
C Run Time	ANSI C	HP	HP/UX 11iV2
C++ Run Time	aC++	HP	HP/UX 11iV2
C++ call interface	OCCI	Oracle	Part of Oracle 10g
Oracle DB License	Oracle Server	Oracle	10g
Backup Agent	DP Backup Agent	HP	HP/DP v6.0
High Availability	MC ServiceGuard	HP	Part of the OS (HP/UX 11iV2)
OS Tools	OpenView Glance Plus	HP	Part of the OS (HP/UX 11iV2)
Monitoring & Management Agent	OpenView Agent	HP	HP/OV v8.17
Scheduler Control-M Agent	CONTROL-M Agent	BMC	6.3.0.1
User Access	eTrust Agent	CA	8.1
AM Agent	AM Agent	HP	HP/OV Asset Center v5.0
Auxiliary			
Unix Operating System	HP/UX	HP	HP/UX 11iV2
Advanced File System	OnlineJFS	HP	Part of the OS (HP/UX 11iV2)
Manage Mirror Disks	Mirror Disk/UX	HP	Part of the OS (HP/UX 11iV2)
Process Management	PRM	HP	Part of the OS (HP/UX 11iV2)
C Run Time	ANSI C	HP	HP/UX 11iV2
C++ Run Time	aC++	HP	HP/UX 11iV2
C++ call interface	OCCI	Oracle	Part of Oracle 10g
Oracle DB License	Oracle Server	Oracle	10g
Backup Agent	DP Backup Agent	HP	HP/DP v6.0
High Availability	MC ServiceGuard	HP	Part of the OS (HP/UX 11iV2)
OS Tools	OpenView Glance Plus	HP	Part of the OS (HP/UX 11iV2)
Monitoring & Management Agent	OpenView Agent	HP	HP/OV v8.17
Scheduler Control-M Agent	CONTROL-M Agent	BMC	6.3.0.1
User Access	eTrust Agent	CA	8.1
AM Agent	AM Agent	HP	HP/OV Asset Center v5.0
Transmission/OAM			
Unix Operating System	HP/UX	HP	HP/UX 11iV2
Advanced File System	OnlineJFS	HP	Part of the OS (HP/UX 11iV2)
Manage Mirror Disks	Mirror Disk/UX	HP	Part of the OS (HP/UX 11iV2)

Software List			
Functionality	Name	Vendor	Version
Process Management	PRM	HP	Part of the OS (HP/UX 11iV2)
C Run Time	ANSI C	HP	HP/UX 11iV2
C++ Run Time	aC++	HP	HP/UX 11iV2
C++ call interface	OCCI	Oracle	Part of Oracle 10g
Oracle DB License	Oracle Server	Oracle	10g
File Transfer	sFTP	HP	3.3.0
Backup Agent	DP Backup Agent	HP	HP/DP v6.0
High Availability	MC ServiceGuard	HP	Part of the OS (HP/UX 11iV2)
OS Tools	OpenView Glance Plus	HP	Part of the OS (HP/UX 11iV2)
Monitoring & Management Agent	OpenView Agent	HP	HP/OV v8.17
Scheduler Control-M Agent	CONTROL-M Agent	BMC	6.3.0.1
User Access	eTrust Agent	CA	8.1
AM Agent	AM Agent	HP	HP/OV Asset Center v5.0
OVO / AMC			
Unix Operating System	HP/UX	HP	HP/UX 11iV2
Advanced File System	OnlineJFS	HP	Part of the OS (HP/UX 11iV2)
Manage Mirror Disks	Mirror Disk/UX	HP	Part of the OS (HP/UX 11iV2)
Process Management	PRM	HP	Part of the OS (HP/UX 11iV2)
C Run Time	ANSI C	HP	HP/UX 11iV2
C++ Run Time	aC++	HP	HP/UX 11iV2
C++ call interface	OCCI	Oracle	Part of Oracle 10g
Oracle DB License	Oracle Server	Oracle	10g
Backup Agent	DP Backup Agent	HP	HP/DP v6.0
High Availability	MC ServiceGuard	HP	Part of the OS (HP/UX 11iV2)
OS Tools	OpenView Glance Plus	HP	Part of the OS (HP/UX 11iV2)
Monitoring & Management Agent	OpenView Agent	HP	HP/OV v8.17
Scheduler Control-M Agent	CONTROL-M Agent	BMC	6.3.0.1
User Access	eTrust Agent	CA	8.1
AM Agent	AM Agent	HP	HP/OV Asset Center v5.0
Tuxedo + Web			
Unix Operating System	HP/UX	HP	HP/UX 11iV2
Advanced File System	OnlineJFS	HP	Part of the OS (HP/UX 11iV2)
Manage Mirror Disks	Mirror Disk/UX	HP	Part of the OS (HP/UX 11iV2)
Process Management	PRM	HP	Part of the OS (HP/UX 11iV2)
C Run Time	ANSI C	HP	HP/UX 11iV2
C++ Run Time	aC++	HP	HP/UX 11iV2
C++ call interface	OCCI	Oracle	Part of Oracle 10g
Oracle DB License	Oracle Server	Oracle	10g
Tuxedo	Tuxedo Client	BEA	8.1

Software List			
Functionality	Name	Vendor	Version
Backup Agent	DP Backup Agent	HP	HP/DP v6.0
High Availability	MC ServiceGuard	HP	Part of the OS (HP/UX 11iV2)
OS Tools	OpenView Glance Plus	HP	Part of the OS (HP/UX 11iV2)
Monitoring & Management Agent	OpenView Agent	HP	HP/OV v8.17
Scheduler Control-M Agent	CONTROL-M Agent	BMC	6.3.0.1
User Access	eTrust Agent	CA	8.1
AM Agent	AM Agent	HP	HP/OV Asset Center v5.0
CRM Backend and Poller			
Unix Operating System	HP/UX	HP	HP/UX 11iV2
Advanced File System	OnlineJFS	HP	Part of the OS (HP/UX 11iV2)
Manage Mirror Disks	Mirror Disk/UX	HP	Part of the OS (HP/UX 11iV2)
Process Management	PRM	HP	Part of the OS (HP/UX 11iV2)
C Run Time	ANSI C	HP	HP/UX 11iV2
C++ Run Time	aC++	HP	HP/UX 11iV2
C++ call interface	OCCI	Oracle	Part of Oracle 10g
Oracle DB License	Oracle Server	Oracle	10g
Backup Agent	DP Backup Agent	HP	HP/DP v6.0
High Availability	MC ServiceGuard	HP	Part of the OS (HP/UX 11iV2)
OS Tools	OpenView Glance Plus	HP	Part of the OS (HP/UX 11iV2)
Monitoring & Management Agent	OpenView Agent	HP	HP/OV v8.17
Scheduler Control-M Agent	CONTROL-M Agent	BMC	6.3.0.1
User Access	eTrust Agent	CA	8.1
AM Agent	AM Agent	HP	HP/OV Asset Center v5.0
ASAP and PRM app			
Unix Operating System	Solaris	SUN	v10
Java run time	JVM	SUN	1.4.11
Java Compiler	JDK	SUN	1.4.11
Monitoring & Management Agent	OpenView Agent	HP	HP/OV v8.17
Veritas File System /High Availability	Veritas SFHA	Symantec	v4
File Transfer Utility	FastCopy	Softlink	2.6
User Access	eTrust Agent	CA	8.1
AM Agent	AM Agent	HP	HP/OV Asset Center v5.0
Secure FTP and Login	SSH	WRQ Attachmate	3.3
WEB/Application Server	WebLogic Server	BEA	8.1 sp5
Oracle DB Client	Oracle Client	Oracle	10g
WEB FE App			
Unix Operating System	Solaris	SUN	v10
Java run time	JVM	SUN	1.4.11
Java Compiler	JDK	SUN	1.4.11

Software List			
Functionality	Name	Vendor	Version
Monitoring & Management Agent	OpenView Agent	HP	HP/OV v8.17
Veritas File System /High Availability	Veritas SFHA	Symantec	v4
File Transfer Utility	FastCopy	Softlink	2.6
User Access	eTrust Agent	CA	8.1
AM Agent	AM Agent	HP	HP/OV Asset Center v5.0
Secure FTP and Login	SSH	WRQ Attachmate	3.3
WEB/Application Server	WebLogic Server	BEA	8.1 sp5
Oracle DB Client	Oracle Client	Oracle	10g
CRM App			
Unix Operating System	Solaris	SUN	v10
Java run time	JVM	SUN	1.4.11
Java Compiler	JDK	SUN	1.4.11
Monitoring & Management Agent	OpenView Agent	HP	HP/OV v8.17
Veritas File System /High Availability	Veritas SFHA	Symantec	v4
File Transfer Utility	FastCopy	Softlink	2.6
User Access	eTrust Agent	CA	8.1
AM Agent	AM Agent	HP	HP/OV Asset Center v5.0
Secure FTP and Login	SSH	WRQ Attachmate	3.3
WEB/Application Server	WebLogic Server	BEA	8.1 sp5
Oracle DB Client	Oracle Client	Oracle	10g
APIs			
Unix Operating System	Solaris	SUN	v10
Java run time	JVM	SUN	1.4.11
Veritas File System /High Availability	Veritas SFHA	Symantec	v4
Java Compiler	JDK	SUN	1.4.11
Monitoring & Management Agent	OpenView Agent	HP	HP/OV v8.17
Veritas File System /High Availability	Veritas SFHA	Symantec	v4
File Transfer Utility	FastCopy	Softlink	2.6
User Access	eTrust Agent	CA	8.1
AM Agent	AM Agent	HP	HP/OV Asset Center v5.0
Secure FTP and Login	SSH	WRQ Attachmate	3.3
WEB/Application Server	WebLogic Server	BEA	8.1 sp5
Oracle DB Client	Oracle Client	Oracle	10g
ASAP Web			
Unix Operating System	Solaris	SUN	v10
Java run time	JVM	SUN	1.4.11
Java Compiler	JDK	SUN	1.4.11
Monitoring & Management Agent	OpenView Agent	HP	HP/OV v8.17
Veritas File System /High Availability	Veritas SFHA	Symantec	v4

Software List			
Functionality	Name	Vendor	Version
File Transfer Utility	FastCopy	Softlink	2.6
User Access	eTrust Agent	CA	8.1
AM Agent	AM Agent	HP	HP/OV Asset Center v5.0
Secure FTP and Login	SSH	WRQ Attachmate	3.3
Web Server	Sun Web Server	SUN	6.1
Oracle DB Client	Oracle Client	Oracle	10g
WEB FE Web			
Unix Operating System	Solaris	SUN	v10
Java run time	JVM	SUN	1.4.11
Java Compiler	JDK	SUN	1.4.11
Monitoring & Management Agent	OpenView Agent	HP	HP/OV v8.17
Veritas File System /High Availability	Veritas SFHA	Symantec	v4
File Transfer Utility	FastCopy	Softlink	2.6
User Access	eTrust Agent	CA	8.1
AM Agent	AM Agent	HP	HP/OV Asset Center v5.0
Secure FTP and Login	SSH	WRQ Attachmate	3.3
Web Server	Sun Web Server	SUN	6.1
Oracle DB Client	Oracle Client	Oracle	10g
CRM Web			
Unix Operating System	Solaris	SUN	v10
Java run time	JVM	SUN	1.4.11
Java Compiler	JDK	SUN	1.4.11
Monitoring & Management Agent	OpenView Agent	HP	HP/OV v8.17
Veritas File System /High Availability	Veritas SFHA	Symantec	v4
File Transfer Utility	FastCopy	Softlink	2.6
User Access	eTrust Agent	CA	8.1
AM Agent	AM Agent	HP	HP/OV Asset Center v5.0
Secure FTP and Login	SSH	WRQ Attachmate	3.3
Web Server	Sun Web Server	SUN	6.1
Oracle DB Client	Oracle Client	Oracle	10g
Authentication			
Unix Operating System	Solaris	SUN	v10
Java run time	JVM	SUN	1.4.11
Java Compiler	JDK	SUN	1.4.11
Monitoring & Management Agent	OpenView Agent	HP	HP/OV v8.17
Veritas File System /High Availability	Veritas SFHA	Symantec	v4
File Transfer Utility	FastCopy	Softlink	2.6
User Access	eTrust Agent	CA	8.1
AM Agent	AM Agent	HP	HP/OV Asset Center v5.0

Software List			
Functionality	Name	Vendor	Version
Secure FTP and Login	SSH	WRQ Attachmate	3.3
LDAP	SUN LDAP	SUN	5.2
Oracle DB Client	Oracle Client	Oracle	10g
Mail			
Operating System	Linux SUSE	SUSE	Enterprise 10.3
Mail Server	TrendMicro	TrendMicro	v5.58
Monitoring & Management Agent	OpenView Agent	HP	HP/OV v8.17
User Access	eTrust Agent	CA	8.1
AM Agent	AM Agent	HP	HP/OV Asset Center v5.0
Backup Agent	DP Backup Agent	HP	HP/DP v6.0
Oracle DB Client	Oracle Client	Oracle	10g
Tuxedo	Tuxedo Client	BEA	8.1
Print			
Operating System	Linux SUSE	SUSE	Enterprise 10.3
Monitoring & Management Agent	OpenView Agent	HP	HP/OV v8.17
User Access	eTrust Agent	CA	8.1
AM Agent	AM Agent	HP	HP/OV Asset Center v5.0
Backup Agent	DP Backup Agent	HP	HP/DP v6.0
Oracle DB Client	Oracle Client	Oracle	10g
Tuxedo	Tuxedo Client	BEA	8.1
Mediation (XACCT) DB/CEM/CUI			
Unix Operating System	Solaris	SUN	v10
Veritas File System /High Availability	Veritas SFHA	Symantec	v4
Java run time	JVM	SUN	1.4.11
Oracle DB License	Oracle Users	Oracle	10g
Oracle DB Client	Oracle Client	Oracle	10g
File Transfer Utility	FastCopy	Softlink	2.6
Backup Agent	DP Backup Agent	HP	HP/DP v6.0
OS Tools	OpenView Glance Plus	HP	Part of the OS (HP/UX 11iV2)
Monitoring & Management Agent	OpenView Agent	HP	HP/OV v8.17
Scheduler Control-M Agent	CONTROL-M Agent	BMC	6.3.0.1
User Access	eTrust Agent	CA	8.1
AM Agent	AM Agent	HP	HP/OV Asset Center v5.0
Secure FTP and Login	SSH	WRQ Attachmate	3.3
Mediation (XACCT) Gatherer			
Unix Operating System	Solaris	SUN	v10
Veritas File System /High Availability	Veritas SFHA	Symantec	v4
Java run time	JVM	SUN	1.4.11
Oracle DB License	Oracle Users	Oracle	10g

Software List			
Functionality	Name	Vendor	Version
Oracle DB Client	Oracle Client	Oracle	10g
File Transfer Utility	FastCopy	Softlink	2.6
Backup Agent	DP Backup Agent	HP	HP/DP v6.0
OS Tools	OpenView Glance Plus	HP	Part of the OS (HP/UX 11iV2)
Monitoring & Management Agent	OpenView Agent	HP	HP/OV v8.17
Scheduler Control-M Agent	CONTROL-M Agent	BMC	6.3.0.1
User Access	eTrust Agent	CA	8.1
AM Agent	AM Agent	HP	HP/OV Asset Center v5.0
Secure FTP and Login	SSH	WRQ Attachmate	3.3

NT Software

Software List			
Functionality	Name	Vendor	Version
Citrix			
Operating System	Microsoft 2003 Enterprise Server	Microsoft	2003
Houses the front end of production	Citrix Presentation Server 4.5	Citrix	v4.5
Monitoring & Management Agent	OpenView Agent	HP	HP/OV v8.17
User Access	eTrust Agent	CA	8.1
AM Agent	AM Agent	HP	HP/OV Asset Center v5.0
Backup Agent	DP Backup Agent	HP	8.1
Oracle DB Client	Oracle Client	Oracle	10g
tuxedo clients	Tuxedo Client	BEA	8.1
Audit Agent	eTrust Audit Agent	CA	8.1
PDF Viewer	Adobe Acrobat	Adobe	8.0
End User self-training	OPS	e-Glue	7.0
Active Directory Domain Controllers			
Operating System	Microsoft 2003 Enterprise Server	Microsoft	2003
Monitoring & Management Agent	OpenView Agent	HP	HP/OV v8.17
User Access	eTrust Agent	CA	8.1
AM Agent	AM Agent	HP	HP/OV Asset Center v5.0
Backup Agent	DP Backup Agent	HP	HP/DP v6.0
Audit Agent	eTrust Audit Agent	CA	8.1

**SCHEDULE 2-B
TO
MANAGED SERVICES AGREEMENT**

DAVE THIRD PARTY SOFTWARE

The undersigned parties accept this document as Schedule 2-B to the Managed Services Agreement dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc., Amdocs Canadian Managed Services, Inc. and Amdocs Software Systems Limited.

**AMDOCS SOFTWARE SYSTEMS
LIMITED**

By:


(Signature)

Name:

Philip Butler
(Typed or Printed)

Title:

Assistant Secretary
(Typed or Printed)

Date:

24 Oct 2010

**AMDOCS CANADIAN MANAGED
SERVICES, INC.**

By:


(Signature)

Name:

Derek Anderson
(Typed or Printed)

Title:

VP & General Mgr
(Typed or Printed)

Date:

APR 15 2010

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By:


(Signature)

Name:

Dave Duggan
(Typed or Printed)

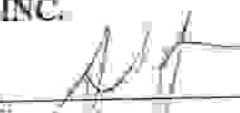
Title:

CEO
(Typed or Printed)

Date:

4/13/10

By:


(Signature)

Name:

Steven Bous
(Typed or Printed)

Title:

CIO
(Typed or Printed)

Date:

April 14, 2010

The purpose of Schedule 2-B is to provide a list of the DAVE Third Party Software that Amdocs will interface to and/or integrate with as part of the Implementation Services and Managed Services, and otherwise in performance of the Agreement.

1. DEFINITIONS AND TERMS:

DAVE Third Party Software: The software or Intellectual Property Rights licensed or leased by DAVE from Third Parties and used by Amdocs Personnel in the performance of the Services, as set forth in this Schedule 2-B.

2. DAVE THIRD PARTY SOFTWARE:

Software List			
Vendor	Integration Point	Version	Interface Description
Ericsson	MSC /HLR/AUC	R13.2	BSS system will collect and process CDRs from MSC as per functional requirements.
Ericsson	SGSN	R2009A/R2009B	BSS will collect and process CDRs from SGSN as per functional requirements.
Ericsson/Juniper	GGSN	R2009A/R2009B	BSS will collect and process CDRs from GGSN as per functional requirements. BSS will also integrate with the GGSN to support real-time charging of events as required by the functional requirements.
Ericsson	EMA	R4.4	BSS will integrate with EMA to support functional requirements associated with provisioning services to the network.
Ericsson	MoIP	R5.0	BSS will integrate with MoIP (via EMA) to support functional requirements associated with provisioning Voice mail service to the network. BSS does not integrate directly with the MoIP application.
Ericsson/Comverse	SMSC	R7.6.3	BSS will collect and process CDRs from SMSC as per functional requirements. BSS will also integrate with the SMSC to support real-time charging of events as required by the functional requirements.
Ericsson	MMC	R4.0	BSS will collect and process CDRs from MSC as per functional requirements.
Ericsson	ADC	R4.0	BSS will integrate with ADC to support functional requirements associated with provisioning voice mail service to the network.
Ericsson	ENIQ	TBD	BSS will push data to the ENIQ application related to GGSN CDRs as defined by the functional requirements.
Performance Technologies	STP	X101 R2.1.1	BSS will integrate with the STP to process voice calls as defined in the functional requirements.
TIO	BSS (ASAP) Payments	TBD	BSS will integrate with TIO to support real-time account balance inquiry and payment posting for the indirect dealer channels.
Paymentech	Credit Card Payment	TBD	BSS will integrate with Paymentech to support real-time credit card payment posting for the applicable channels as defined in the functional requirements. BSS will also interface with PaymentTech for the batch processing of recurring credit card payments.
Paymentech/Interac	Debit Card Payment	Interac Online Hosted Checkout	BSS will integrate with Paymentech/Interac to support real-time debit card payment posting for the applicable channels as defined in the functional requirements.
Scotiabank	Pre-authorized Debit	Scotiabank Direct 80, Byte Transmission File	BSS will interface with DAVE's bank using an industry standard file format for the batch processing of preauthorized debit payments.
Incomm	Gift Card	Incomm SPL	BSS will integrate with Incomm to support real-time

Software List			
Vendor	Integration Point	Version	Interface Description
		v3.1	gift card redemption for the applicable channels as defined in the functional requirements.
G&D	SIM Card Provider	TBD	BSS will interface with G&D on an as needed basis to load SIM card data into the BSS database to support functional requirements associated with activation.
Provider TBD	Phone Number Provider	TBD	BSS will interface with DAVE's phone number providers via a pre-defined interface construct on an as needed basis to load Phone Numbers into the BSS database as per the functional requirements.
Syniverse	Number Portability	R13.03	BSS will interface with Syniverse to support number portability as defined in the functional requirements.
Syniverse	Roaming Settlement	TAP 3.1.1	BSS will interface with Syniverse to support Roaming Settlement as defined in the functional requirements.
Telcordia	LERG6 Database	VR.x	BSS will load the LERG data into the BSS database in support of WNP eligibility processes.
Sitel	IVR	TBD	BSS will integrate with the IVR to support functionality as defined in Schedule 4.
Sitel	CTI	Genesys TBD	BSS will integrate with the CTI application to support basic "screen pop" functionality for call center agents as defined in Schedule 4.
WMode	VAS Content	TBD	BSS will integrate with WMode to support charging for premium data content.
Neustar	Number Portability Database	TBD	BSS will load the ported number database into the BSS database in support of WNP processes.
RIM	Blackberry Provisioning	TBD	BSS will integrate with RIM to support provisioning of blackberry devices on the RIM server.
Ingram Micro	Equipment Provider	TBD	There is no direct interface with currently planned between Ingram Micro and the Managed Systems. Current solution design envisions communications via Flashcomm applications. Integration requirements subject to completion of the technical solution.

**SCHEDULE 3
TO
MANAGED SERVICES AGREEMENT**

DAVE FACILITIES

The undersigned parties accept this document as Schedule 3 to the Managed Services Agreement dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc., Amdocs Canadian Managed Services, Inc. and Amdocs Software Systems Limited:

**AMDOCS SOFTWARE SYSTEMS
LIMITED**

By: 
(Signature)
Name: Philip Butler
(Typed or Printed)
Title: Assistant Secretary
(Typed or Printed)
Date: 24 6 5 2010

**AMDOCS CANADIAN MANAGED
SERVICES, INC.**

By: 
(Signature)
Name: Doreen Dubeau
(Typed or Printed)
Title: VP - Service Mgr
(Typed or Printed)
Date: APR 15 2010

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By: 
(Signature)
Name: Dave Dobson
(Typed or Printed)
Title: CEO
(Typed or Printed)
Date: 4/13/10

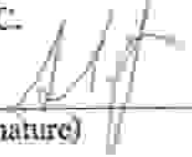
By: 
(Signature)
Name: Steven A. Lyons
(Typed or Printed)
Title: CEO
(Typed or Printed)
Date: April 14 2010

Table of Contents

1.	Scope.....	3
2.	Data Center Description.....	3
2.1.	Dedicated Data Center Systems Description.....	3
2.1.1.	General Description.....	3
2.1.2.	Main Power.....	4
2.1.3.	Backup Power.....	4
2.1.4.	Distribution and UPS System.....	4
2.1.5.	Racks and Grounding System.....	4
2.1.6.	Climate Control.....	5
2.1.7.	Cable Management.....	5
2.1.8.	Fire Detection and Suppression.....	5
2.1.9.	Flood Detection.....	6
2.1.10.	Building Monitoring System (BMS).....	6
2.1.11.	Security.....	6
2.1.12.	DC Facility Management and Maintenance.....	6
2.1.13.	Loading / Receiving.....	7
2.2.	Amdocs Office Space and Facilities.....	7
2.2.1.	Office Space.....	7
3.	Amdocs Office Space.....	7
3.1.	Amdocs Office Space and Facilities.....	7
3.1.1.	Office Space.....	8

1. Scope

This document will describe the specific facility attributes associated with the DAVE Data Center, located at 80 Worcester Road, Etobicoke, ON. This Data Center location will house the Amdocs Equipment required to support the Production and Non-Production environments described in Schedule 5.

Any deviations from the facilities requirements documented in this Schedule will be identified by DAVE and will be corrected on a schedule that is mutually agreeable to both parties.

Pursuant to Section 7.4 of the Agreement, this document also defines the office space requirements for the Amdocs team in fulfillment of the Services described in the Agreement.

2. Data Center Description

The Data Center (DC) services described in this Schedule will be provided by DAVE Wireless to Amdocs as per the Agreement. Amdocs understands that DAVE has engaged MTS Allstream as a vendor to provide the services and facilities described below. Amdocs will submit all relevant DC specifications/requirements and will address DC related issues through DAVE Wireless's named contact Ken Lin (Director, IT operations).

2.1. Dedicated Data Center Systems Description

The following sections detail the physical attributes and services required in order to adequately support the Amdocs Equipment in the Data Center.

2.1.1. General Description

- DAVE Wireless will provide a dedicated Data Center (DC) rated as a Tier 2 DC, composed of a single path for power and cooling distribution, with redundant components, providing 99.741% availability.
- The dedicated DC floor area will include 9 Amdocs racks (in a single row), and will have an adjacent growth space of a minimum of 3 additional racks.

2.1.2. Main Power

- Redundant power supply to the DC ("Power") will be generated at two separate substations.
- Utility power will be delivered via two separate circuits to two separate 2500Kva transformers located on site.
- Transformers will feed two separate main switchgear panels, designated 'A' and 'B'.
- Service availability is a minimum of 99.99% of the time in each calendar month.

2.1.3. Backup Power

- Backup power will be composed of one (1) generator system with a capacity to be defined upon completion of the physical infrastructure design.
- Backup generators will include minimum fuel to sustain the facility for 96 hours.
- DAVE Wireless will have a refueling contract in place with a local vendor with an agreed upon response time of no more than four hours.

2.1.4. Distribution and UPS System

- DAVE Wireless will provide access to one (1) UPS to be shared between Network and Systems Operations at the DC.
- Based on initial sizing provided by Amdocs to support up to 200,000 subscribers, 20kW of UPS has been apportioned to Amdocs.
- Each rack will be fed by 'A' and 'B' power cables, providing redundant feeds to the rack internal PDUs.

2.1.5. Racks and Grounding System

- The designated Amdocs racks will be provided by DAVE Wireless with the following specifications (single rack):
 - 1 X AR3100 600mm Rack
 - 2 X AP7598 Zero U 50A PDU
 - 4 X AR8442 Vertical Cable Organizer
 - 1 X AR8162ABLK Data Cable Partition, 600MM wide R
 - 1 X AR8163ABLK Data Cable Partition, 600MM wide, pass-through R

- 1 X AR8132A combination lock.
- Each single rack will be fitted with the accessories described above.
- Each rack will also include individual lock (Key / card access) for front and rear doors that will replace / be added to the manufacturer generic locks.
- Rack setup will include connection to SRC (Signal Reference Grid) and a high frequency grounding system.

2.1.6. Climate Control

- DAVE Wireless will ensure that the computer room air conditioner array is at a minimum N+1 redundancy configuration. DAVE Wireless will furnish one 10T and one 30T air conditioner at launch.
- DAVE Wireless will ensure the following environmental conditions across the dedicated DC area:
 - The temperature is maintained at a range of 70-72°F.
 - The humidity is kept at a range of 45-60%.

2.1.7. Cable Management

- DAVE Wireless will provide separated cable tray system power trays / network trays.
- Cable trays will be provided above the Amdocs racks and will be connected to the main cable tray system.
- Tray layout will be described in a drawing to be provided by Amdocs prior to the installation of racks into the DC.

2.1.8. Fire Detection and Suppression

- There will be a two-stage, dry pipe fire suppression system installed. The first sensor triggered will cause the pipe to fill. A second, different sensor will activate the fire suppression system once triggered.

2.1.9. Flood Detection

- Select DC areas will be fitted with a liquid detection cable around their perimeter.

2.1.10. Building Monitoring System (BMS)

- DAVE Wireless will monitor the DC environment 24x7x365 and all systems included, providing audiovisual alerts as well as paging services (SMS and email).
- A fully integrated BMS system (ALC or comparable) will be connected to all relevant DC support systems and their critical components (utility feeds and SG, gen and parallel SG, UPS, PDU, HVAC, environmental, flood control, access control).

2.1.11. Security

- Access Control System
 - The DC will be protected by a TRACkey locking system.
 - TRACkey is an intelligent electronic key that provides access to a TRACcess locking device. Each TRACkey is PIN-code protected and expires on a management defined interval.
- CCTV System
 - An IP based camera system will be installed
 - Amdocs will be provided access to relevant cameras covering the dedicated / shared DC areas.
- Physical Access
 - Amdocs will have 24x7 access to the facility and relevant areas.
- Guard Services
 - The DC building will be monitored 24X7 by trained and certified security personnel.

2.1.12. DC Facility Management and Maintenance

- DAVE Wireless will ensure the proper management of the facility and all its systems.
- DAVE Wireless will ensure the working order of each and every piece of equipment required for continuous operation of the DC.

- DAVE Wireless will ensure the necessary redundancy levels (where applicable).
- DAVE Wireless will provide Amdocs with Facility Management contacts responsible for proper management and maintenance of the above systems.
- DAVE Wireless will ensure that the facility and all its support systems are periodically maintained according to recommended manufacturer standards.
- A full set of maintenance contracts will be in place for all systems mentioned above.

2.1.13. Loading / Receiving

- Amdocs will have a 24 x 7 accessible receiving / loading

2.2. Amdocs Office Space and Facilities

2.2.1. Office Space

- DAVE Wireless will provide Amdocs with 1 – 2 hotelling stations in the DC.
- DAVE Wireless will use commercially reasonable efforts to provide Amdocs with the required space for secure storage of back-ups and spares for Amdocs equipment in the data center.

3. Amdocs Office Space

Amdocs will have personnel working at the DAVE offices located at 101 Exchange Avenue, Vaughan, Ontario for the duration of the Agreement. The number of personnel on site will be variable based upon the project schedule as documented in Schedule 1.1. In fulfillment of its obligations under the agreement Amdocs requires the following office space at the DAVE premises:

3.1. Amdocs Office Space and Facilities

3.1.1. Office Space

- DAVE Wireless will provide Amdocs with suitable office space, office furnishings, utilities (including air conditioning), office related equipment (excluding computers), supplies, duplicating services, premises security services, reasonable access to and use of DAVE's voice and data telecommunications equipment and telecommunications lines, including printers, terminals, and cabling and data lines connected to Amdocs' Sites for 15 employees.
- Amdocs personnel will have access to these facilities 24 hours per day, 7 days per week.

SCHEDULE 4
TO
MANAGED SERVICES AGREEMENT

SCOPE SUMMARY

The undersigned parties accept this document as Schedule 4 to the Managed Services Agreement dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc., Amdocs Canadian Managed Services, Inc. and Amdocs Software Systems Limited:

AMDOCS SOFTWARE SYSTEMS LIMITED

By: 
(Signature)

Name: VERONIQUE LOISEL
(Typed or Printed)

Title: DEVELOPMENT MANAGER
(Typed or Printed)

Date: 12 FEBRUARY 2010

AMDOCS CANADIAN MANAGED SERVICES, INC.

By: 
(Signature)

Name: DANIEL LEBLANC
(Typed or Printed)

Title: V.P. - SERVICE MGR.
(Typed or Printed)

Date: JAN 06 2010

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By: 
(Signature)

Name: DAVE DEBBAS
(Typed or Printed)

Title: PRESIDENT
(Typed or Printed)

Date: JAN 5/10

By: 
(Signature)

Name: STEWART LYONS
(Typed or Printed)

Title: EVP
(Typed or Printed)

Date: JAN 5/10

Table of Contents

1.	Introduction and Scope Summary	3
1.1	Enterprise Product Catalogue	3
1.2	Sales and Care Front End	6
1.3	Activation	7
1.4	Customer Relationship Management	9
1.5	Dealer Portal	12
1.6	Point of Sale System (POS)	13
1.7	Web Sales and Care	14
1.8	Online Self Care	14
1.9	eStore	16
1.10	Billing System	17
1.11	Online Mediation and Charging	20
1.12	Offline Mediation	22
1.13	CDR Archive	23
1.14	Address Validation	23
1.15	Order Management	24
1.16	Logical Inventory Management	25
1.17	Service Activation Provisioning	25
1.18	Device Provisioning	26
1.19	OMA/DM	27
1.20	Service Control Point (SCP)	27
1.21	Authentication, Authorization and Accounting (AAA) Server	28
1.22	Policy Control	29
1.23	Value Added Services	30
1.24	Content Management	34
1.25	Marketing Analysis System	35
1.26	Sales Force Automation	36
1.27	Dealer Commission	37
1.28	Business Sales Rep Commission	38
1.29	Retail / Call Center Sales Rep Commission	39
1.30	Accounting System	40
1.31	Supply Chain Events and Information	41
1.32	Asset Management	43
1.33	Fraud	43
1.34	Serviceability / Mapping	43
1.35	Reporting / Data Warehouse / Business Intelligence	44
1.36	Trouble Ticket Management	45
1.37	Middleware	45
1.38	Legal Requirements	46
1.39	Future Requirements	46
1.40	IT Steering Committee	46
1.41	Application Development	46
1.42	Application Support and Monitoring	47
1.43	Hardware	47
1.44	Data Center and Monitoring	48
1.45	Connectivity and Monitoring	49
1.46	Application Architecture	49
1.47	Technical Architecture	49
1.48	Performance Testing	50
1.49	Capacity Planning	50
1.50	SLAs and KPIs	50
1.51	EXA	51

1. INTRODUCTION AND SCOPE SUMMARY

The following tables represent the scope of work between Amdocs and DAVE. The tables consist of the following columns:

BR ID Business Requirement ID: a unique identifier for each high level business requirement.

BR Description – The description of the Business Requirement.

Amdocs Compliance – The level of support for each requirement that is provided for within the Amdocs Managed Systems.

Notes / Requirement Clarification – Notes and/or clarifications of the Business Requirement to provide greater clarity behind the intent of the business requirement and/or the specific solution to be provided to meet the business requirement.

DAVE and Amdocs have identified a subset of business requirements that are not critical for the initial business launch and therefore, will be delivered after the May 1, 2010 commercial launch date. These specific requirements are identified in the matrix below with an Amdocs Compliance value of “Supported: R2” or “Partially Supported: R2”. These requirements will be delivered by Amdocs for a production release date to be mutually agreed between the parties but no later than October 15, 2010.

1.1 Enterprise Product Catalogue

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
EPC-01	The Enterprise Product Catalogue is expected to be the single point of entry for all product data. It must be exposed to the business user for product creation. After product creation the system must then interface to billing, provisioning and other external Systems that require product data and federate data out to those Systems.	Partially Supported	Supported with the exception of equipment pricing which is not contained in the product catalogue.
EPC-02	DAVE Wireless must have the flexibility to include all, none or any portion of certain fees within the subscriber price of the handset. For example, a handset purchased at a dealer may include the activation fee and the first month's recurring fee. This pricing flexibility must include integration with the accounting system to dynamically account for the various charges correctly on a handset by handset basis	Partially Supported	Amdocs will support the baseline MetroPCS fees plus additional reasonable fees to be defined by DAVE. Support of e911 tax is included within the scope of this requirement. The baseline Fees schedule used for generation of the HLD is based on the following file provided by DAVE: Product Catalogue v25 mc and rl 091211 - Amdocs.xlsx.
EPC-03	Basic product charges must include, but are not limited to, Activation fee Handset transfer fee Monthly recurring charges Cancellation fee Reconnect fee Mid-cycle plan change fee	Partially Supported	Amdocs will support the baseline MetroPCS fees plus additional reasonable fees to be defined by DAVE. Support of e911 tax is included within the scope of this requirement. The baseline Fees schedule used for generation of the HLD is based on the following file provided by DAVE: Product Catalogue v25 mc and rl 091211 - Amdocs.xlsx.

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
EPC-04	Basic usage charges must include, but are not limited to, Roaming Long distance File downloads (ringtones, wallpaper, etc)	Partially Supported	Amdocs will support a single pre-paid bucket that will be decremented based on charges included by the subscriber based on the product catalogue provided by DAVE marketing. There will be only one pre-paid bucket maintained at the subscriber level.
EPC-05	DAVE must have the ability to quickly create, validate, authorize and deploy new subscriber facing services plans that are built from small, fundamental products, such as voice, voicemail, SMS, MMS, long distance, roaming, handset insurance, etc	Partially Supported	New consumer facing price plans will first be defined conceptually by DAVE Marketing. Amdocs managed services will review conceptual design and create technical design. Amdocs will create the new product and perform all testing required other than UAT. After testing, Amdocs will place new product in UAT environment for UAT by DAVE. After UAT is completed by DAVE, Amdocs will place new product into production environment.
EPC-06	Any service plan component product must have the flexibility to be priced in different ways, including but not limited to Unlimited use included in base package price Unlimited use available at fixed incremental cost to base package Priced per minute / unit Pay X for a certain number of included minutes or units, then priced per minute or unit	Supported	Amdocs will support the services and pricing constructs in the DAVE Product Model. New Price Plans conforming to the constructs of this structure will be supported if defined prior to completion of HLD for all potentially impacted applications. The baseline Product Model used for generation of the HLD is based on the following file provided by DAVE: The baseline Product Model used for generation of the HLD is based on the following file provided by DAVE: Product Catalogue v25 mc and rl 091211 - Amdocs.xlsx.
EPC-07	DAVE Wireless must have the ability to charge for other services, such as, but not limited to Fee for paper bill Detailed usage summary Additional fees for certain payment methods (such as cash payments)	Partially Supported	Amdocs will support the baseline MetroPCS fees plus additional reasonable fees to be defined by DAVE. Support of e911 tax is included within the scope of this requirement. The baseline Fees used for generation of the HLD is based on the following file provided by DAVE: The baseline Fees schedule used for generation of the HLD is based on the following file provided by DAVE: Product Catalogue v25 mc and rl 091211 - Amdocs.xlsx.
EPC-08	Products must be available in a variety of different durations, such as 1 month, X months, Y years, etc	Partially Supported: R2	Amdocs will support the ability to sell multi-month plans. Capability will be delivered in a post May 2010 release. Amdocs and DAVE have agreed on a price of \$250,000 for this capability.

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
EPC-09	Pricing must be easily configurable for all products, bundles, promotions, etc	Partially Supported	Amdocs will support the services and pricing constructs in the DAVE Product Model. New Price Plans conforming to the constructs of this structure will be supported if defined prior to completion of HLD for all potentially impacted applications. The baseline Product Model used for generation of the HLD is based on the following file provided by DAVE: The baseline Product Model used for generation of the HLD is based on the following file provided by DAVE: Product Catalogue v25 mc and rl 091211 - Amdocs.xlsx..
EPC-10	Grandfathering of old products and services plans must be supported	Supported	
EPC-11	Demo / VIP service plans must be available that are \$0 rated	Supported	
EPC-12	DAVE Wireless must have the ability to securely and quickly design, test, approve and deploy any number of promotions, including, but not limited to Ad hoc promotions Family plan discounts Multi-month plans where subscribers prepay for more than 1 month Rebates on handsets, mail-in or real time Calling circle type promotions Save promotions Winback promotions Loyalty promotions Refer a Friend	Partially Supported	Amdocs will support the following types of promotions: activation fee on/off system wide, first month free on/off system wide.
EPC-13	DAVE Wireless must support a money back guarantee to subscribers based on a variety of parameters such as, but not limited to, minutes used, days since activation, etc	Partially Supported	DAVE has not defined a specific policy around MBG. Amdocs will support a time-based approach to MBG within POS to the extent that the policy rules are defined prior to completion of the design. POS supports a warning notification to users for returns that are being processed after 30 days of the original transaction. DAVE users will determine manually via M&P whether or not to accept the return at any point following the sale of a device. In order to support MBG via Portal, dealers will manually determine eligibility and return money to customer via a manual refund in ASAP.

1.2 Sales and Care Front End

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
SCF-01	The Sales and Care Front End will be the single touch point for call center CSRs, corporate store employees and dealers to interact with DAVE Wireless' Systems. There are multiple channels available to activate handsets via this application(s), including - Call center - Corporately owned stores - Online Dealer Portal	Partially Supported	Amdocs will support the following channels: - Indirect Dealers through Dealer Portal - Regional / National Dealers through Dealer Portal - Corporate Store through POS - IVR, including integration to Systems of IVR through existing MetroPCS based APIs provided to Call Center / IVR vendor - Call Center Agent through CRM - Online through Online Self Care - OTA / WAP - OTA/WAP is supported via the existing Metro solution using a temporary MSISDN on the SIM that routes calls to call center for activation. For clarification purposes, the actual activation process via this channel will be performed via a voice call (e.g. no offline data mechanism) to call center agents using the CRM/ASAP applications. The activation flow for this channel will mirror the "Call Center Agent through CRM" channel. The configuration of call routing to the call center for activation will be done in the network and will not involve the BSS solution. - OTA/WAP for data sticks will be supported using a temporary MSISDN and configuration of the DPI application to allow inactivated data sticks unrated access to the web based AMSS activation flow. The configuration of the DPI routing to the AMSS URL will be done in the network and will not involve the BSS solution. - Head Office through CRM
SCF-02	Systems must capture who activated handset or made changes to an account – either end subscriber, back office team, dealer, etc and maintain a history of activations that follows the handset	Partially Supported	Amdocs will capture information that effectively ties activation channel to SIM. In addition, for channels such as call center, POS and dealer portal, Amdocs will be able to identify WHO performed the activation. ASAP application will capture via Memo which user performed the activation from POS, CRM, or directly from ASAP. For clarification purposes, AMSS performs all activations via a generic system user and does not provide the ability to capture the actual user who performed the activation.

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
SCF-03	System must be profile based to allow different work flows and functionality based on a users role in the organization.	Supported	
SCF-04	Must integrate with a Point of Sale Systems to create a seamless work flow between cash drawer and store operations to subscriber activation and care	Supported	
SCF-05	At a minimum, support the following payment methods from multiple activation channels and subscriber touch points. Please supply a list of other supported payment methods. Cash collected by dealers Automatic nightly withdrawals from dealer bank account for any payments applied to account through dealer portal or phone Service fee for cash collection will be split between Dealer and DAVE Wireless Credit card Provide front ends with warnings for upcoming credit card expiry Debit card Preauthorized account debit Cheque Prepaid cards / gift cards	Partially Supported	Amdocs will support the following payment types: Cash via integration to TIO Credit card Debit card Gift card Pre-Authorized Account Debit (PAD) Kiosk Cash Machine via integration to TIO Amdocs will NOT support the following payment methods: Paypal Cheque ATM payments Online banking Teller payment Telephone Banking
SCF-06	Application(s) must have consistent functionality, workflow and look and feel	Supported	
SCF-07	DAVE Wireless requires a single view of subscribers and the ability to support complex functionality across multiple subscriber-facing applications, including within the call center	Supported	Amdocs support a single view of customer data. However, the data associated with the single view of the customer may be contained across multiple applications and databases.

1.3 Activation

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
SCA-01	Create a new account or access a previously created account	Supported	Self Care supports the creation of a new account during the subscriber activation process.
SCA-02	Select a base plan, products and other features	Supported	
SCA-03	Integrate with Logical Inventory Management for assignment of ESN/SIM/MDN/MSID entities.	Supported	Based on sub-market selected, Amdocs system will support 3 methods to assign Phone Number to SIM: 1) Assignment of Phone Number based on first available number in the number pool; 2) Select a specific 10-digit number working within functionality currently supported within the baseline product (this includes selecting a Vanity

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
			Number for which a fee may be applied within the system); 3) Port-in an existing wireless or wireline number
SCA-04	Receive a promotional discount is applicable	Supported	DAVE has defined discounts available at launch as: waived activation fee and waived first month of service fee. These are system wide promotions and are either on or off.
SCA-05	Input name, address, email address, contact and personal information etc, as required. Certain fields may be mandatory, others may not.	Partially Supported	The customer's input fields are predetermined and cannot be changed by configuration. Mandatory - Address, Name (Last and First), Security Info (PIN, Security Answer), Account Type/ Sub Type, sub-market for the purpose of number selection Optional - Email Address, Contact (applicable only for CRM not captured), Language preference, Statement preferences, Home Phone, Business Phone Drivers license scanning is not supported DAVE Marketing must define optional fields
SCA-06	Create, modify or reset account password for self care	Supported	
SCA-07	Select and use payment methods available to particular activation channels	Partially Supported	Referenced in requirement SCF-05
SCA-08	Initiate and execute the end to end requirements to port an existing wireless or wire line number.	Supported	Amdocs will support port in and port out via Syniverse.
SCA-09	Trigger phone provisioning – receive preferred roaming list, etc	Partially Supported	Subscribers must be able to activate devices, particularly unactivated 'phone in a box' devices through online self care, WAP, IVR, Dealer Portal and the call center. Provisioning must be triggered as appropriate for these activation channels. OTA/WAP is supported via the existing Metro solution using a TEMPORARY MSISDN on the SIM that routes calls to call center for activation.
SCA-10	Integrate with an address verification system to ensure proper addresses are collected. Allow for over ride of verification in the event of unrecorded addresses	Supported	
SCA-11	Integrate with 3rd party for automated credit check if necessary. Credit policies must be easily configurable	Not Supported	Out of scope. DAVE offers no post paid services.

1.4 Customer Relationship Management

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
CRM-01	Minimize number of applications on CSR desktop	Supported	
CRM-02	Collect and consolidate information from various Systems to provide comprehensive information and access to CSRs to maximize first call resolution	Supported	
CRM-03	Collect and consolidate information from various network elements to provide comprehensive information to CSRs about subscriber equipment and key network performance metrics such as dropped calls by location, blocked calls by location, etc	Not Supported	CSRs will have access to a web-based portal supplied by Ericsson ADC solution that will contain information on user's equipment. No subscriber-based network performance statistics will be collected or consolidated within the Amdocs CRM system.
CRM-04	Provide shortcuts to other applications a CSR may need	Supported	
CRM-05	Access other Systems are required to provide single view of subscriber	Supported	
CRM-06	Provide 'wizard' based business process flows with validation, error checking and robust reporting	Partially Supported	Amdocs supports for certain processes such as activation. Activation process cannot proceed from step to step if errors exist.
CRM-07	Integrate with CTI to reduce call handle time and maximize customer experience by opening subscriber account before CSR answers the call	Partially Supported	The Amdocs BSS solution will support integration to an IVR based on the existing APIs developed and implemented for Nuance integration at MetroPCS. CTI capabilities will be supported via an integration with the Genesys product. Amdocs has not included license or maintenance costs associated with Nuance or Genesys in its pricing schedule.
CRM-08	Display key subscriber information to CSRs on initial screen, such as Subscriber profile – name, address, tenure, current plans, promotions, subscriber score / value, etc Any warnings – churn risk, promotion abuser, hot lined account, etc Open tickets	Partially Supported	Amdocs will provide CRM functionality similar to MetroPCS in terms of type of information.
CRM-09	Fast response times for screen changes and database updates	Supported	
CRM-10	Measure and report on CSR upsell / crosssell / save / winback effectiveness	Not Supported	Custom report based solution

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
CRM-11	Support robust activity tracking with features that include, but are not limited to Reason Codes for various actions Force collection of activity tracking notes after selected actions Collect extensive information during activity tracking such as CSR name, date & time, category of note, follow-up required, status, priority, assigned to, etc Maintain history of account activity Age activities that require follow-up Escalate activities that require follow-up to control desk / management queue after certain time	Partially Supported	Amdocs to confirm CRM functionality around forcing collection of certain information or following certain post call processes Amdocs CRM CIM Module is used to capture interactions with the customer in the call centre. - The first mandatory step is to find the caller and associate the interaction with it therefore the caller details will be collected properly. - Authentication is performed using either a series of Security Questions and Security Answers, or a PIN number. Bypass reason must be selected if the CSR wants to skip the step. - Interaction screen defines several fields autopopulated by the system (CSR Name, Date/Time, Direction, Channel etc.) - Interaction Reasons are captured and represented as Interaction Topics providing full history of activities performed by CSR during the interaction. - After the CSR completes the work, the result of the request should be chosen, and the created topics are displayed in the Interaction Home – Current Topics grid. In addition, the CSR can type an interaction note with a summary of the interaction. More detailed interaction processes will be described in the "Dave Wireless HLD - Interaction Management" document.
CRM-12	Provide full feature case management system with, at least Individualized queues per CSR Case aging Case prioritization Case escalation by case prioritization to control desk / management queues after certain time Ability to reassign cases between queue Two way integration into corporate ticketing system for engineering / technical issues if necessary	Partially Supported	Amdocs will provide the ability for activity tracking for a CSR through the existing OOB CRM application capabilities. Amdocs will not provide 2-way integration (or any integration) to the Network trouble ticketing system. DAVE, Amdocs and Ericsson will have to determine how/if to provide CSRs with the ability to open network- related trouble tickets.
CRM-13	Different classes of CSR must exist with different permission and access levels to information and adjustments, etc	Supported	
CRM-14	Maintain dealer locator for CSRs and corporate website based on single instance of dealer information listing	Not Supported	Master Dealer list is stored within Amdocs. No API exists to exposure this data to external applications. Data can be extracted by DAVE from replicated reporting databases.
CRM-15	Add money to discretionary balance that can be used for ringtones, roaming, long distance, etc	Supported	Supported. Each subscriber has a single prepaid balance that they maintain and utilized for a la carte services such as LD, roaming, etc. Prepaid balance

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
			is not maintained for each individual service.
CRM-16	Integrate with Supply Chain Management and/or 3PL to sell and ship handsets and accessories to subscribers	Partially Supported	Amdocs will provide a link to the eStore URL to permit subscribers to order handsets and accessories from the 3PL. There will be no integration between the BSS system and the eStore beyond this link.
CRM-17	Integrate with Logical Inventory Management for information on past handsets associated with account	Supported: R2	Ericsson ADC will maintain history of IMEI (handsets) by SIM (IMSI). Amdocs must integrate into Ericsson ADC to pull information. Ericsson ADC has internal web server that can be used as integration point. This integration will be supported in a post-May 2010 release.
CRM-18	Support end to end campaign management with features that include, but are not limited to Identify subscribers that meet criteria for specific marketing campaigns Design offers within software Execute offer through a variety of channels Outbound call center, e-mail, SMS, MMS, voicemail, direct mail, etc Integrate with 3rd party Systems for certain campaign components (i.e. gas card shipment, air miles, etc) Measure and report on success of campaign	Partially Supported	Amdocs will support the SMS / E-mail notifications as delivered to DAVE. The notifications include six (6) Event Based Notifications and three (3) Time Based Notifications. The Event Based Notifications include: Welcome Message, Online Password Reset Notification, Customer Data Change Notification, Expected MRC Change Notification, Recurring Credit Card / PAD Charge Failure, and Credit Card Expiration Notification. The Time Based Notifications include: Pre-scheduled Reminder Notification - 1, Pre-scheduled Reminder Notification - 2, and Recurring CC / PAD Charge Notification. E-mail messages are required to support data sticks that cannot receive / display SMS messages. For clarification purposes, beyond the SMS / e-mail messages committed via this requirement, Amdocs will provide no additional capabilities related to end-to-end campaign management via any interaction channel.
CRM-19	Segment and score subscribers based on multiple characteristics such as Tenure – by account and by handset Current plan Payment history Payment method Promotions Number of handsets on account ARPU Number of calls into call center Network usage – voice and data Type of handset	Not Supported	Out of scope. DAVE will develop a custom report based solution to deliver this functionality.
CRM-20	Suggest and display up-sell / cross-sell offers to CSR based on available offers and subscriber segment / score	Not Supported	Out of scope

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
CRM-21	Determine and reward high value customers with special offers such as Incremental funds towards new handset or accessories Free or discounted future months of service	Not Supported	Not included within the program scope. Solution will involve a custom report based solution that DAVE will develop as needed.
CRM-22	Determine subscribers with a high propensity to churn and offer available Save / Winback offers based on subscriber value (i.e. reduce adjustment discretion from CSR). Subscribers can only downgrade plans or churn through a dedicated retention team	Not Supported	Not included within the program scope. Solution will involve a custom report based solution that DAVE will develop as needed.

1.5 Dealer Portal

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
DP-01	All Dealer Portal sites must have a consistent look and feel	Supported	
DP-02	There must be a single sign on username and password to the dealer portal	Supported	
DP-03	At a minimum, Dealer Portal must have the following functionality Area to view news and download information maintained by DAVE Wireless Area to order and/or return inventory from 3PL provider Area to order and/or return marketing material from provider Area to interact with BSS to activate handsets, change plans, add payments, etc Area to view all transactions made by dealer or against the dealer by DAVE Wireless including fund transfers Area to change certain dealer information	Partially Supported	DAVE Corporate Stores: Will use Amdocs POS for sale of equipment and service. Amdocs POS will not be used to order any equipment from the 3PL. Ordering will be done via Flashecom portal to 3PL. Amdocs POS will integrate with external system to receive inventory updates after ordering. Amdocs POS will also interface with SAP to support Inventory Valuation requirements. DAVE Platinum Dealers: Will use ASAP for sale of service. No Amdocs BSS applications will be involved in the sale of hardware. Ordering of equipment will be done via Flashecom portal. The 3PL provider will deliver to the BSS system a file of all SIMs and IMEIs to be loaded into BSS database prior to activation of any SIM / IMEI. DAVE Gold/Silver Dealers: Will use ASAP for sale of service. No Amdocs BSS applications will be involved in the sale of hardware. Ordering of equipment will be done via Flashecom portal. The 3PL provider will deliver to the BSS system a file of all SIMs and IMEIs to be loaded into BSS database prior to activation of any SIM / IMEI.
DP-04	Dealer Portal must be secure and password protected with the ability to change and reset password	Supported	
DP-05	Portal must have administrator access for DAVE Wireless employees to create new dealers, post information to all or specific	Supported	

	dealers, change dealer information, assign dealers to different sales representatives, etc.		
--	---	--	--

1.6 Point of Sale System (POS)

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
POS-01	Point of Sale System will serve as the agent desktop in any DAVE Wireless owned corporate stores. Its primary function will be to perform cash drawer activities.	Supported	
POS-02	POS must be able to sell anything located in the store or the DAVE Wireless product catalogue if appropriate	Supported	
POS-03	Customers must be able to use multiple payment methods	Partially Supported	Requirement is duplicate of SCF-05 Amdocs will support the following payment types: Cash via integration to TIO Credit card Debit card Gift card Pre-Authorized Account Debit (PAD) Kiosk Cash Machine via integration to TIO Amdocs will NOT support the following payment methods: Paypal Cheque ATM payments Online banking Teller payment Telephone Banking
POS-04	POS must interface to the Sales and Care Front End to facilitate account creation and service activation	Supported	
POS-05	POS system must integrate with the General ledger and Supply Chain Management Systems to track monies received and inventory sold	Supported	DAVE Corporate Stores: Will use Amdocs POS for sale of equipment and service. Amdocs POS will not be used to order any equipment from the 3PL. Ordering will be done via Flashecom portal to 3PL. Amdocs POS will integrate with external system to receive inventory updates after ordering. Amdocs POS will also interface with SAP to support Inventory Valuation requirements.
POS-06	All store activities must be accessed via the POS system and provide a seamless work flow	Supported	
POS-	Each corporate store will contain one or	Supported	

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
07	more point of sale Systems		
POS-08	Each corporate store will be connected to the DAVE Wireless WAN by a dedicated line	Supported	DAVE Wireless must supply connectivity to Corporate stores

1.7 Web Sales and Care

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
WSC-01	Web Sales and Care system will mirror the functionality of the Sales and Care Front End, but be limited in scope to functionality that is appropriate to expose to an end consumer. The Web Sales and Care system will be comprised of online self care and the eStore.	Supported	eStore to be provided by Flashecom. eStore will only sell 'phone in a box' type products with no included service or activation fee. Amdocs will support OOB capabilities of the Flashecom eStore. The Amdocs BSS solution is not required to support this requirement.
WSC-02	Web Sales and Care websites must support multiple languages English French Please provide discrete pricing for support of other languages as well as what languages are supported and where they are supported	Partially Supported: R2	Amdocs will support only the minimal required French capability for customer facing self service only. Capability to be delivered in a release post May 2010.
WSC-03	Each channel must maintain a consistent look and feel as well as contain consistent functionality if appropriate	Supported	

1.8 Online Self Care

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
OSC-01	Allow subscribers to navigate to the DAVE Wireless self care website and have access to certain secure and password protected functionality	Supported	
OSC-02	Subscribers must be able to reach the call center through a variety of different means – phone, e-mail, Instant Message, etc	Partially Supported	Amdocs to provide and maintain APIs to support IVR integration. Amdocs does not directly provide access to phone, e-mail or instant message support. These are the responsibility of the call center provider
OSC-03	Existing subscribers must be able to securely reset their overall account password	Supported	
OSC-04	Through integration with the Marketing Analysis System, subscribers must be presented with reward, loyalty or promotional offers based on their subscriber score and have the ability to act	Not Supported	Out of scope

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
	upon them automatically		
OSC-05	Online self care website must be easy to navigate and have intuitive functionality and process flows	Supported	
OSC-06	Self care functionality available to existing subscribers must include, but is not limited to Ability to view and/or update Account information Handset information for all handsets on account Payment methods and information Credit card expiry date, etc Make a payment through a variety of payment methods Upgrade a service plan on an existing handset Add / remove certain Products View usage history by handset across various Products Online statement presentment and download Manage certain Product features Send SMS messages Send e-mail	Partially Supported	Amdocs solution will provide the MetroPCS Self Service capabilities PLUS the capability to: - Update of Billing address, Contact information, Billing preferences - Payment method and information (CC expiry...) The solution will not support: - Send SMS messages - Send e-mail
OSC-07	Through integration with Online Mediation and Charging, subscribers who are account owners must have the ability to apply 'parental controls' to other handsets on the account where thresholds of usage can be set and changed via an online interface. Parental controls should include capping SMS, MMS and voice minutes, setting blackout periods during the day (such as during school), etc	Not Supported	Parental controls are out of scope.
OSC-08	New and existing subscribers without an activated handset must be able to create a new account/subscription, username and password and activate their handset (refer to Activation above for activation specific requirements)	Supported	ASAP creates new accounts during the activation process.
OSC-09	Through integration with the eStore and Enterprise Product Catalogue, subscribers must be able to order, pay and activate a new handset on any valid service plan	Not Supported	No integration exists with eStore. eStore will sell cold devices only. Customers will be able to activate devices via agreed channels.
OSC-10	New or existing subscribers must have the ability to initiate, execute and track wireless or wireline number portability	Partially Supported	eStore to be provided by Flashecom. eStore will only sell 'phone in a box' type products with no included service or activation fee. Amdocs will support OOB capabilities of the Flashecom eStore

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
			including the inherent order tacking capabilities from the standard product.
OSC-11	System must have the ability to perform an automated credit check if necessary with a 3rd party vendor based on configurable rules for services plans purchased through self care or eStore	Not Supported	Out of scope. DAVE offers no post paid services.

1.9 eStore

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
PP-01	Ability to showcase handsets and accessories with product tours that allow customers to see all sides of the product	Partially Supported	Level of functionality dependent on eStore provider. eStore provider will be Flashecom. Amdocs will support the OOB capabilities of the estore product.
PP-02	Support standard shopping cart functionality	Supported	eStore to be provided by Flashecom. Amdocs will support OOB capabilities of the eStore provider selected.
PP-03	Customers must be able to select multiple handsets / accessories / handset bundles for purchase Out of stock items should not be displayed to customers	Partially Supported	Level of functionality dependent on eStore provider. eStore provider will be Flashecom. Amdocs will support the OOB capabilities of the estore product.
PP-04	Customers must be able to select from any valid service plan for each handset. Through integration with other Systems, the eStore must be able to determine if shopper qualifies for certain promotions, such as Family Plan	Not Supported	There is no integration between eStore and the Amdocs BSS system. All handsets sold through eStore will have to be activated via a supported channel including call center, online self care, Dealer Portal, IVR and/or WAP. Subscribers will have to pay for activation and first month of service if applicable as time of activation.
PP-05	Customers must be able to select from any valid service plan for each handset. Through integration with other Systems, the eStore must be able to determine if shopper qualifies for certain promotions, such as Family Plan	Not Supported	There is no integration between eStore and the Amdocs BSS system. All handsets sold through eStore will have to be activated via a supported channel including call center, online self care, Dealer Portal, IVR and/or WAP. Subscribers will have to pay for activation and first month of service if applicable as time of activation.
PP-06	Shopping cart must be able to calculate pricing, promotions, taxes, etc correctly for all components purchased	Partially Supported	Level of functionality dependent on eStore provider. eStore provider will be Flashecom. Amdocs will support the OOB capabilities of the estore product.
PP-07	Once handsets, accessories, services plans and promotions are all selected and validated, customer must review purchases in shopping cart summary page with all pricing displayed accurately	Partially Supported	eStore to be provided by Flashecom. Amdocs will support OOB capabilities of the Flashecom eStore. The Amdocs BSS solution is not required to support this requirement.
PP-08	Customer must have the ability to add / delete / modify any items in the shopping	Partially Supported	eStore to be provided by Flashecom. Amdocs will support OOB capabilities of the Flashecom eStore.

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
	cart – revalidation of business rules must be performed after any add / delete / modification		The Amdocs BSS solution is not required to support this requirement.
PP-09	Shopping cart must recalculate pricing after any valid add / delete / modify	Partially Supported	eStore to be provided by Flashecom. Amdocs will support OOB capabilities of the Flashecom eStore. The Amdocs BSS solution is not required to support this requirement.
PP-10	Shopping cart must have abandonment features where promotional offer presented to customer upon leaving davewireless.com domain or closing out browser if any items are in shopping cart	Partially Supported	eStore to be provided by Flashecom. Amdocs will support OOB capabilities of the Flashecom eStore. The Amdocs BSS solution is not required to support this requirement.
PP-11	Customer must be able to select from several shipping options and costs such as next day, next few days, etc	Partially Supported	eStore to be provided by Flashecom. Amdocs will support OOB capabilities of the Flashecom eStore. The Amdocs BSS solution is not required to support this requirement.
PP-12	All appropriate Terms and Conditions, Terms of Use and Privacy Policy statements must be displayed	Supported	DAVE will supply to Amdocs all relevant text required to be displayed online. These documents will be stored in PDF files (or other format to be determined) and stored within the Document Management system. Amdocs will provide a link from the Self Serve application to the display text online where required. DAVE will maintain the content of these documents as deemed necessary.
PP-13	Checkout & Payment Methods Customer must be presented with summarized checkout screen with all purchases, pricing, promotional discounts, shipping and taxes displayed correctly Must support credit card payment method, including all commonly available card types (VISA, AMEX, MasterCard, etc) with real time validation Checkout and payment process must be secure with a minimum number of clicks required to complete purchase Once payment method is validated, an easily printable summary page must be presented to the customer that includes an order number and a tracking number. The summary page must also be e-mailed to the customer.	Partially Supported	eStore to be provided by Flashecom. Amdocs will support OOB capabilities of the Flashecom eStore. The Amdocs BSS solution is not required to support this requirement.
PP-14	Order Tracking Customer must have the ability to view shipment progress through the use of a the tracking number provided during checkout	Partially Supported	eStore to be provided by Flashecom. Amdocs will support OOB capabilities of the Flashecom eStore. The Amdocs BSS solution is not required to support this requirement.

1.10 Billing System

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
-------	----------------	-------------------	-----------------------------------

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
BS-01	Billing System will fulfill all billing and taxing functionality for customer accounts and maintain full logging and audit trail of all transactions / events	Supported	The BSS system will support Canadian taxation rules (including HST on 1 July 2010) and relevant transaction logging. The taxing approach is as follows: Unlimited services, fees and devices will be tax exclusive. Subscriber related services will be taxed according to the NPA-NXX related province. Account related services and fees will be taxed according to the first subscriber activated for the account. Devices will be taxed according to the store's province. Prepaid usage will be tax inclusive. All fees with be tax exclusive. Municipal 911 tax will be supported if required as an additional service charge attached to each subscriber price plan. For clarification purposes, the BSS system provides detailed journaling of all financial transactions. The system does not perform an automated auditing function.
BS-02	Maintain subscriber account and all information associated with billing activities including address validation required for certain payment methods	Partially Supported	Supported, exceptfor address validation required for certain payment methods. For greater clarity, Amdocs will not send subscriber name and address information to credit card processor when processing a credit card transaction.
BS-03	Maintain current account balance and history	Supported	
BS-04	Maintain information on all payments methods and payment history	Supported	
BS-05	Integrate with the Enterprise Product Catalogue for all sellable products, bundles, promotions, pricing, etc	Supported	
BS-06	Support multiple currencies for loyalty and rewards (i.e. air miles, handset upgrade credits, etc)	Not Supported	Non-dollar denominated currencies, such as Air Miles, is out of scope. DAVE Marketing to confirm process around handset upgrade credits.

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
BS-07	At a minimum, support the following payment methods from multiple activation channels and subscriber touch points. Please supply a list of other supported payment methods. Cash collected by dealers Automatic nightly withdrawals from dealer bank account for any payments applied to account through dealer portal or phone Service fee for cash collection will be split between Dealer and DAVE Wireless Credit card Provide front ends with warnings for upcoming credit card expiry Debit card Preauthorized account debt Cheque Prepaid / gift cards	Partially Supported	Referenced in requirement SCF-05
BS-08	Invoice generation and transmission to 3rd party printer	Supported	
BS-09	Integration with 3rd party lockbox vendor	Not Supported	The base BSS solution provides the ability to support cheque payments via a standard "lockbox" interface. DAVE will not support cheque payments. Therefore, this requirement is not supported.
BS-10	Complete collections process, including, by not limited to Calculating amount overdue Overdue amount aging Automatic Hot lining cadence and de-provisioning	Partially Supported	DAVE will not have any collections process. If a subscriber has not paid for service in advance, no service will be provided. DAVE will decide whether or not to enable a zero tolerance policy for outstanding amounts or whether to follow MetroPCS and allow a \$X cumulative overdue amount before subscriber is hotlined. DAVE requirements for this threshold will be aligned to the existing MetroPCS functionality.
BS-11	Perform any credit checks if necessary through automated integration with 3rd party based on configurable rules	Not Supported	Out of scope. DAVE offers no post paid services.
BS-12	Calculate and charge all appropriate taxes correctly and be easily reconfigurable if tax rates change	Supported	
BS-13	Perform revenue assurance that reconciles all charges made with cash collected	Supported	
BS-14	Must have the ability to maintain prepaid and post-paid subscribers in the same account (i.e. converged billing)	Partially Supported	Amdocs will not support post paid subscribers and/or converged billing.

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
BS-15	Maintain multiple, discrete balances for each handset, one balance for monthly recurring charges and one for discretionary purchases such as roaming, ringtones, long distance, etc	Partially Supported	The Pay-In-Advance balance maintains the MRCs, Fees and purchases at the account level (all subscribers) The Prepaid balance maintains the prepaid services such as roaming, ringtones and long distance, per subscriber.
BS-16	Fallout treatment and reporting by payment method	Supported	
BS-17	Contain functionality for bulk account / service creation, modification, deletion, etc.	Partially Supported	The BSS system supports mass adjustments (credits). A single activation event is limited to 15 subscribers per event.
BS-18	Maintain real time roaming partner settlement to bill subscribers, calculate and remit payment to roaming partners and calculate / collect inbound roaming revenue	Supported	
BS-19	Maintain real time long distance settlement to bill subscribers, calculate and remit payment to long distance partners	Supported	Partner settlement of roaming and long distance are supported. Roaming will be settled in an automated fashion. Long Distance settlement will use the MetroPCS process/logic.
BS-20	Maintain revenue share calculations for any and all VAS providers as necessary, such as 3rd party content providers	Partially Supported: R2	Amdocs will provide partner settlement using a manual reconciliation/payable process for 1 VAS provider.
BS-21	Offer functionality for supporting commercial accounts	Not Supported	Out of scope

1.11 Online Mediation and Charging

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
OMC-01	Interface with all required Systems, such as the SCP, AAA, Policy Server, VAS Vendor Systems, etc and pass all required data to billing at the completion of the requested activity to provide real time service and product Authentication, Authorization & Accounting for all chargeable calls and events	Partially Supported	Referenced in requirement AAA-03
OMC-02	Real time service and product Authentication, Authorization & Accounting	Partially Supported	Referenced in requirement AAA-03
OMC-03	Support the Diameter Charging Protocol.	Partially Supported	Referenced in requirement AAA-03
OMC-04	Protocol translations for interfaces other than diameter	Not Supported	Addressed in requirement AAA-03
OMC-05	Transaction routing for pre-authorizations by other Systems (I.e.	Not Supported	Addressed in requirement AAA-03

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
	Policy Server)		
OMC-06	Real time balance checking and trigger call / session teardown initiation as required Trigger all voice prompts required during calls (i.e. Running out of money, time left, etc) Top up reminders	Partially Supported	Real time balance checking and call / session teardown is basic functionality of all online charging elements (Amdocs SCP and Amdocs Online Charging). Triggering voice prompts during calls is a basic function of the SCP/IVR. The announcement voice prompts will be played by Amdocs IVR. The whisper tone of call disconnect in case of insufficient balance will be triggered from SCP and played by Ericsson switch. Top up reminders are depend on the type of service being requested. For voice, the SCP will route prepaid call attempts to an IVR maintained by Amdocs to play various messages. For SMS, if a subscriber tries to send an SMS but is out of prepaid balance, they should be notified via SMS, for a subscriber trying to send an MMS but is out of prepaid balance, they should be notified via MMS. For a subscriber trying to have a data session but is out of prepaid balance, they should be redirected to a 'walled garden' webpage stating that they must add money to their prepaid balance. The functionality described above is fully supported by Amdocs systems. As agreed and confirmed, SCP will play messages. Also the message of top-up can be implemented (exists in the list of proposed pre-/post-call announcements). All announcements will be played on English only. The Multilanguage announcement support is OOS. The redirection of calls (e.g. to the call center or to the Call Center IVR) is OOS. The SMS and MMS notifications will be done by SMS-C and MMS-C based on status of Ro reject message received from Amdocs OLC. Redirection to 'walled garden' during GPRS session is also out of Amdocs functionality. However, Amdocs OLC is responsible to provide a correct return status to the GGSN.
OMC-07	Expose to external Systems the ability for subscribers who are account owners to apply 'parental controls' to other handsets on the account where thresholds of usage can be set and changed via an online interface. Parental controls	Not Supported	Parental controls are out of scope

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
	should include capping SMS, MMS and voice minutes, setting blackout periods during the day (such as during school), etc		

1.12 Offline Mediation

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
OM-01	Capture all records from all required network elements, such as the switch, AAA and VAS Systems for transformation, storage and delivery to the CDR Archive, Fraud system and any other system requiring raw usage data.	Partially Supported	Referenced in AAA-03. Regarding mediation requirements, Amdocs must support the collection and processing of the necessary events in order to generate the following outputs: Fraud: Amdocs will collect and deliver raw CDRs from the MSC, SMSC, MMSC, and SGSN and deliver these files to the Fraud application for processing. Subpoena: The Mediation application will support the collection and processing of CDRs from the MSC to support subpoena requirements for voice service. Events related to SMS, MMS, and Data Services required to support Subpoena requirements will be stored in the rated events database. Settlement: The Mediation application will support the collection and processing of CDRs from the required network elements to support the settlement voice, SMS, MMS, and data service for inbound roamers on the DAVE network. Settlement of roaming charges for DAVE subscribers using service on other providers' networks will be supported via processing of TAP-IN files from Syniverse. Detailed Usage Display: Amdocs will collect and store the necessary voice, SMS, MMS, and Data Events needed to allow customers to view detailed usage for rated and unrated events. The data required to support this capability may be stored in separate databases and aggregated by the online application. ENIQ: Amdocs will work with Ericsson to mediate

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
			GGSN CDRs into a format (likely CSV) that can then be fed back into Ericsson's ENIQ platform. The ENIQ platform will then allow DAVE to perform analytics on DPI. Amdocs has no responsibility for the operations of ENIQ, including how DAVE will access ENIQ. The capability to support the ENIQ integration will be delivered in a post-May 2010 release.
OM-02	Have the ability to accept usage and event records of various standard and custom record types	Supported	
OM-03	Have the ability to transform data into a format useable by consuming Systems and forward to those Systems as needed	Supported	
OM-04	Ability to recognize record types and singular data values within a record type and act on those records based on business rules, such as Drop records Add data to records	Supported	
OM-05	Ability to create error buckets and store invalid or corrupt records for manual intervention and reprocessing	Partially Supported	Amdocs supports this functionality via manual research, scripts, and the EMS application depending on the nature of errors encountered.
OM-06	Ability to accept batch feeds for ad-hoc processing	Supported	
OM-07	Ability to generate test usage files for “what if” and enterprise testing scenarios.	Partially Supported	Test CDR files will be generated or acquired for testing / shake down purposes of mediation and roaming settlement functionality

1.13 CDR Archive

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
CDR-01	Must support the capabilities of offline storage of raw CDR, PDR and Event Usage data to accommodate all legal regulations	Supported	
CDR-02	The data must be accessible to technical business users via a simple tool or method	Supported	
CDR-03	CDR archiving must be completely automated and redundant with monitoring and alerting capability in the event of any process failure	Supported	

1.14 Address Validation

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
-------	----------------	-------------------	-----------------------------------

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
AV-01	Address validation must be available to any and all channels where addresses may be collected and/or updated	Supported	
AV-02	Forced address validation must be configurable by a number of parameters such as By channel By payment type By business process	Partially Supported	Address validation is performed on any new activation or when changing the address. Validation is done with CODE-1
AV-03	Separate pricing must be provided for at least three options of address validation Subscribe to Canadian Post Office web services and have consuming applications/middleware call them directly. Receive valid addresses on from an outside source, and then load those addresses into a local Database. Create web services to expose the validation results to consuming applications. Acquire an off the shelf address validation system and integrate it into the BSS.	Partially Supported	Amdocs will provide address validation only through Code/1. For clarification purposes, Amdocs will not provide address validation through the Canadian Post Office or via addresses maintained in the local BSS database. The address validation method has no bearing on the pricing of any services being offered by DAVE.

1.15 Order Management

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
OR-01	Must be responsible for all order orchestration, management and validation	Partially Supported	Supported via Amdocs standard middleware components within Amdocs products. No specific application components and/or application development will be performed to fulfill this requirement.
OR-02	Transform and/or decompose orders as necessary to ensure that each portion of the order is fulfilled in the appropriate order according to configurable business rules	Supported	
OR-03	Maintain complete history of orders	Supported	
OR-04	Integrate with CRM to give CSRs full insight into order history and current status	Supported	
OR-05	Allow CSRs or other DAVE staff to resubmit orders as necessary	Partially Supported	Intent is to provide CSR / Dealer / Subscriber with some sort of notification that provisioning has failed and a mechanism to resubmit order. BSS system does not receive any notification if there is a network or provisioning failure from AAM. The activation flow is a one way flow, pushing the provisioning request from CSM to AAM after subscriber has been successfully

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
			activated in Billing system. In the Metro solution, if a subscriber shows as activated in Billing system and yet a customer cannot use a service included in their price plan and paid for by the customer, existing functionality allows agents to resubmit a provisioning request is resend to AAM to provision again.
OR-06	Integrate with Trouble Ticketing system to automatically create and assign tickets under all failure scenarios	Supported	

1.16 Logical Inventory Management

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
LIM-01	Manage the entire Phone Number life cycle and maintain history	Supported	
LIM-02	Manage the entire MSID life cycle and maintain history	Supported	Manage lifecycle of all DAVE phone numbers (MSISDN) and maintain history.
LIM-03	Manage the entire ESN/SIM lifecycle and maintain history	Partially Supported	Amdocs supports management of SIM lifecycle.
LIM-04	Generate and Manage the entire NAI life cycle and maintain history	Not Supported	Not applicable. CDMA-based technology
LIM-05	Manage ported numbers and manage their lifecycle and history	Supported	Referenced in SCA-08
LIM-06	Integrates with OMA/DM and Device Provisioning	Supported	
LIM-07	Full and automated, end to end wireless and wireline number portability functionality that can be accessed across multiple Systems as required	Supported	Referenced in SCA-08
LIM-08	System of record for all logical inventories available for use on the DAVE Wireless network.	Supported	

1.17 Service Activation Provisioning

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
SAP-01	Service Activation/Provisioning System will be the sole system responsible for provisioning network and VAS Systems for access by customers based on the services purchased	Supported	Majority of services will be provisioned through Ericsson Multi-Activation (EMA). Amdocs will provide complete support for one 3rd party VAS service. Provisioning of such a 3rd Party VAS service may not be through EMA. VAS support will be delivered in a post May 2010 release.
SAP-02	Prioritize and submit orders to network elements in required structure and protocol	Supported	
SAP-03	Re-submit orders as required	Supported	

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
SAP-04	Schedule orders for immediate execution or future execution	Partially Supported	Amdocs supports immediate order execution. Future dated activation of orders is not supported.
SAP-05	Integrate with Trouble Ticketing system to automatically create and assign tickets under all failure scenarios	Supported	Amdocs will manage the Managed Systems according to the SLAs. Trouble tickets will be created internally within Amdocs to support fulfillment of the SLAs as agreed.
SAP-06	Provide a front end for tier two trouble agents to troubleshoot and repair failed provisioning orders.	Supported	

1.18 Device Provisioning

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
DPR-01	Client server solution that requires a device client that interacts with a server component to affect basic voice provisioning of the handset (NAM Block) as well as interact with DAVE Wireless BSS system for limited self care	Partially Supported	Amdocs will provision the SIM cards via Ericsson EMA as required. There is no handset provisioning in UMTS/HSPA as the SIM card is the device that is provisioned. For clarification purposes, Amdocs will not provision AuC.
DPR-02	Allow for new subscriber account creation and provisioning without the need for interaction with the wired Web or a CSR	Partially Supported	Capability is supported via IVR. Solution will not provide a WAP based activation flow. OTA/WAP is supported via the existing Metro solution using a temporary MSISDN on the SIM that routes calls to call center for activation. For clarification purposes, the actual activation process via this channel will be performed via a voice call (e.g. no offline data mechanism) to call center agents using the CRM/ASAP applications. The activation flow for this channel will mirror the "Call Center Agent through CRM" channel. The configuration of call routing to the call center for activation will be done in the network and will not involve the BSS solution. OTA/WAP for data sticks will be supported using a temporary MSISDN and configuration of the DPI application to allow inactivated data sticks unrated access to the web based AMSS activation flow. The configuration of the DPI routing to the AMSS URL will be done in the network and will not involve the BSS solution.
DPR-03	Ability to poll the DAVE Wireless BSS/OSS for device provisioning parameters and provision the device.	Supported	

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
DPR-04	Ability to interact with DAVE Wireless BSS Systems for limited self care activities, including View/Pay Bill Simple plan changes Top up pre-paid buckets Simple feature additions View Usage	Partially Supported: R2	WAP based Self Care is Out of Scope. Amdocs will support WAP Based Balance Inquiry and WAP based Payments.

1.19 OMA/DM

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
DM-01	OMA/DM system must complete device provisioning and management where the Device Provisioning system left off	Not Supported	Ericsson ADC solution will be deployed to support this requirement. Amdocs will integrate to and provision Ericsson ADC if required.
DM-02	Responsible for provisioning all remaining device parameters not provisioned by the device provisioning system	Not Supported	Ericsson ADC solution will be deployed to support this requirement. Amdocs will integrate to and provision Ericsson ADC if required.
DM-03	Manage ongoing provisioning activities and software pushed to a device	Not Supported	Ericsson ADC solution will be deployed to support this requirement. Amdocs will integrate to and provision Ericsson ADC if required.

1.20 Service Control Point (SCP)

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
SCP-01	SCP will be the integration point between the network and the BSS in support of real time authorization and rating for voice calls	Partially Supported	Amdocs will support the services and pricing constructs in the DAVE Product Model. New Price Plans conforming to the constructs of this structure will be supported if defined prior to completion of HLD for all potentially impacted applications. The baseline Product Model used for generation of the HLD is based on the following file provided by DAVE: The baseline Product Model used for generation of the HLD is based on the following file provided by DAVE: Product Catalogue v25 mc and rl 091211 - Amdocs.xlsx.
SCP-02	Provide next generation IN functionality, including, but not limited to Component and Standards based service logic Standards based database Multi-protocol IN transaction processing support Must support IS 826 standard for communication with the MSC. Must support Diameter for communication with the Online	Supported	Referenced in AAA-03

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
	Mediation and Charging system Integrated SIGTRAN Based on commercially available hardware and OS		
SCP-03	Communicate messages to subscribers, received from the Online Mediation and Charging System, such as Low balance warning Number of minutes available for long distance	Partially Supported	Referenced in requirement OMC-06
SCP-04	Near 100% availability with predefined failure states that still allow subscribers to make calls in the event of an outage	Supported	From LOI - 99.99% availability will be supported for systems involved in prepaid rating and charging of voice, SMS, MMS and data. All other production systems will have 99.80% availability

1.21 Authentication, Authorization and Accounting (AAA) Server

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
AAA-01	AAA will be the integration point between the network and the BSS in support of real time authorization of rating. Where the SCP supported voice, the AAA will support requests for data access.	Partially Supported	Amdocs will support online charging for data via a Gy (DIAMETER) based interface from/to GGSN. 100% of data will be rated in real time.
AAA-02	Authorize users onto the data network and collect records (PDRs) in conjunction with the PDSN for delivery to the Offline Mediation system and any other required Systems	Supported	Amdocs will support the collection and mediation of CDRs generated by the SGSN as it relates to data services of both inbound and outbound roaming subscribers. The CDRs for Fraud will be forwarded from both GGSN and SGSN to Fraud input directory.
AAA-03	Interface with other Systems as required and provide, at least Component and Standards based service logic Standards based database Authenticate and authorize users onto the network based on Username/Password combination. Collect and distribute PDR accounting records Must support Diameter for communication with the Online Mediation and Charging system Based on commercially available hardware and OS	Partially Supported	Amdocs will support provisioning, online charging and mediation of for the required Ericsson network elements. Provisioning will be done through Ericsson Multi-Activation (EMA). Online charging will be made up of 4 major functionalities which are online charging for voice through the SCP (though SCP will filter and not rate via OLC local calls which would be zero rated), online charging for SMS through a DIAMETER interface to the SMS-C, online charging for MMS and online charging for data through a Gy interface to the GGSN. Mediation of events from the Ericsson network elements is detailed in requirement OM-01.

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
AAA-04	Near 100% availability with predefined failure states that still allow subscribers to make calls in the event of an outage	Supported	Amdocs will provide high availability on all network element interfaces. DAVE will need to make a decision on whether to allow subscribers to still perform activities in the event of an outage. The specific need for a AAA server is not required.

1.22 Policy Control

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
PC-01	Interfaces with other Systems as required and enforces policy instructions to allow or disallow service based on business or customer defined rules	Partially Supported	Deep Packet Inspection (DPI) will be provided by Ericsson. Amdocs will not be required to provision DPI. Policy control is out of scope. Amdocs will NOT support parental controls of any kind. Amdocs will not support Gx Interface.
PC-02	Provide response for initial access authorization based on the type of actions being requested by the user.	Partially Supported	Referenced in requirement PC-01
PC-03	Allow or disallow access to sites/services based on rules set up by the business or subscriber based on deep packet inspection	Partially Supported	Referenced in requirement PC-01
PC-04	Regulate bandwidth per session based on rules set up by the business, or provisioned as a service.	Partially Supported	Referenced in requirement PC-01
PC-05	Contain a subscriber database to facilitate subscriber level policy.	Partially Supported	Referenced in requirement PC-01
PC-06	Expose functionality via web service to set policy that can be used by CSRs or Customers to restrict service	Partially Supported	Referenced in requirement PC-01

1.23 Value Added Services

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
VAS-01	Mobile Web Access Internet access (http, WAP, etc)	Not Supported	WAP gateway is provided by Ericsson. DAVE Network to confirm if http browsing is supported by Ericsson solution. Amdocs will not be required to provision and support additional attributes to support WAP.
VAS-02	Voicemail Fully featured voicemail May be purchased directly from network vendor	Supported	Voicemail platform will be supplied by Ericsson. Amdocs must provision voicemail system through Ericsson Multi-Activation (EMA) and bill for voicemail as specified by DAVE plans
VAS-03	SMS Peer-to-Peer SMS: Group SMS: Ability to send a message to multiple users Voice SMS: Ability to record a voice message and send as SMS Seamless transfer and delivery of messages to other wireless Carriers using approved inter-carrier messaging service provider May be purchased directly from network vendor	Partially Supported	SMS-C provided by Ericsson. Peer-to-Peer SMS supported: single user sends an SMS to another single user Group SMS: Out of scope for Amdocs. DAVE Network to confirm if this is device specific Voice SMS: Out of scope. DAVE Marketing to confirm if additional funding available Amdocs is not responsible for SMS clearinghouse Amdocs is responsible for provisioning, online charging via Diameter and mediation of SMS
VAS-04	Email Email client on the handset that support POP3 and IMAP4 connections to email gateways User to have an option of pre-selecting email services from Hotmail, AOL, Yahoo, Gmail and others	Not Supported	Amdocs will not provision or bill for e-mail. DAVE marketing to confirm if additional funds are available to support a 3rd party e-mail client such as OZ. Blackberry and smartphone devices will be able to offer e-mail to subscribers over the Blackberry network or a WAP enabled e-mail client such as Android.
VAS-05	MMS Ability to send multimedia message to other MMS capable handsets Seamless transfer and delivery of messages to other wireless Carriers using approved inter-carrier messaging service provider May be purchased directly from network vendor	Partially Supported	MMS-C provided by Ericsson. Group MMS: Out of scope for Amdocs. Amdocs is not responsible for MMS clearinghouse Amdocs is responsible for provisioning, online charging via Diameter and mediation of MMS
VAS-06	Offer third party applications and content Ability to deliver 3rd party applications and content (ringtones, screensavers, pictures, games, applications) to the handsets Applications must be able to access all required network and system elements to deliver service, charge, calculate and remit revenue share, etc in a secure and	Partially Supported: R2	Amdocs will support for 1 VAS provider to be selected by DAVE.

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
	standardized manner		
VAS-07	On-device portal An ODP client on the handset (similar to Pocket Express, Yahoo! Go) that will provide a variety of information and entertainment content. Besides weather, news, stock, horoscopes, movies, travel, the following may be provided Yellow pages, white pages, Directory Assistance Mobile storefront for buying multimedia content Mobile self-care for managing account	Not Supported	Out of scope
VAS-8	Application Store The storefront platform will encompass the end-to-end ingestion, management and delivery of mobile content to end-users, including the presentation of the content on user's device	Not Supported	Out of scope
VAS-9	Instant Message Support various IM services such as Yahoo!, MSN and AOL Support various protocols such as wireless village, Yahoo! Go, and Microsoft MSP	Not Supported	Out of scope
VAS-10	Address Book Address Book on the handset need to be fully bi-directional synchronized with third party address books Enhance address book with presence, location and social networking	Not Supported	Out of scope
VAS-11	Visual Voicemail A handset client that provides a visual text and graphical representation of the voice mailbox contents	Not Supported	Out of scope
VAS-12	Email to SMS support Ability to send or receive email using SMS	Not Supported	Out of scope
VAS-13	Premium SMS applications support Support P-SMS applications like tele-voting, iTV, polling, subscription alerts, balance inquiry, reminders, location based disaster alerts, etc.	Not Supported	Out of scope. DAVE Marketing to confirm need for service and provide additional funding if required.
VAS-14	Media Extender The platform will allow users to access media assets (images, video, music, documents and other assets) located on	Not Supported	Out of scope

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
	remote computers via mobile devices		
VAS-15	Location Based Services Friend-finder (e.g. Loopt) Point-to-Point navigation Child finder (e.g. WaveMarket) Location advertising "where am I"	Not Supported	Out of scope
VAS-16	mCommerce Users can buy products and services and bill them on their cell phone Examples include movie tickets, mobile coupons, P2P money remittance	Not Supported	Out of scope
VAS-17	Mobile TV / Video Mobile TV experience that delivers media supplied by partners including broadcast, unicast, and wireless side jacked content Ability to stream, download, and upload YouTube videos on mobile	Not Supported	Out of scope
VAS-18	Mobile Music A PC and handset experience that will allow user to enjoy music on a handset Ability to transfer/sync, playback, CD ripping and burning, DRM support, playlist creation	Not Supported	Out of scope
VAS-19	Mobile Search Search functionality that will be embed features such as click-to-call, location aware search, recommendation engine, contextual searching. Following search mechanisms should be supported: Phone browser (WAP) SMS search 411 voice search	Not Supported	Out of scope
VAS-20	Mobile Advertisement Support a mobile advertisement infrastructure that will enable insertion of ads (involuntary or opt in) and offer contextual and location based promotional campaigns	Not Supported	Out of scope
VAS-21	Social networking Mobile client (handset and/or WAP) for popular social networking sites Facebook and MySpace Integration of social networking into various handset experiences	Not Supported	Out of scope. DAVE Marketing to confirm need for service and provide additional funding if required.
VAS-22	Mobile Blogging A mobile blogging site that enables user to setup their personal web pages and upload content for other users	Not Supported	Out of scope

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
VAS-23	Share A content sharing site where community members upload, distribute and manage content to be viewed and enjoyed on mobile devices	Not Supported	Out of scope
VAS-24	Ring back Tones Ability to assign ring back tone to all callers, by calling party DN, by time of day, day of week. The platform shall be based on an IN platform implementation	Not Supported	Out of scope
VAS-25	Peer-to-Peer Services	Not Supported	Out of scope
VAS-25	Push-to-talk/Voice Intercom	Not Supported	Out of scope
VAS-25	Push-to-chat	Not Supported	Out of scope
VAS-25	Push-to-email	Not Supported	Out of scope
VAS-26	DLNA Requirements	Not Supported	Out of scope
VAS-26	Phone should support the following device classes:	Not Supported	Out of scope
VAS-26	Mobile Digital Media Service (M-DMS)	Not Supported	Out of scope
VAS-26	Mobile Digital Media Player (M-DMP)	Not Supported	Out of scope
VAS-26	Mobile Digital Media Uploader (M-DMU)	Not Supported	Out of scope
VAS-26	Mobile Digital Media Downloader (M-DMD)	Not Supported	Out of scope
VAS-27	Place -Shifting	Not Supported	Out of scope
VAS-27	"DVR to Mobile"/"Mobile to DVR" (<i>DVR playing photos/video/music on mobile; mobile streaming recorded program from DVR</i>)	Not Supported	Out of scope
VAS-27	"PC to Mobile"/"Mobile to PC" (<i>PC playing photos /video/music on mobile and vice-versa</i>)	Not Supported	Out of scope
VAS-27	"Mobile to TV" (TV playing photos/video/music stored on mobile)	Not Supported	Out of scope
VAS-27	"Mobile to Printer" (<i>Printer printing photos stored on the handset</i>)	Not Supported	Out of scope
VAS-27	"Mobile to Mobile" (<i>Mobile playing photos , video, music stored on another mobile and vice-versa</i>)	Not Supported	Out of scope
VAS-27	"NAS to Mobile" (<i>Mobile playing photos, video, music stored on a network attached storage device</i>)	Not Supported	Out of scope
VAS-28	Enhanced Location Based Services	Not Supported	Out of scope

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
VAS-28	User should be able to get a SMS message when a family member enters or leaves the home	Not Supported	Out of scope
VAS-28	User should be able to get a SMS message when a family member enters or leaves another household	Not Supported	Out of scope
VAS-28	User should be able to get a SMS message when a friend/family member that belongs to another household enters or leaves their house	Not Supported	Out of scope
VAS-29	Enhanced Presence Based Services	Not Supported	Out of scope
VAS-29	User should be able to see the presence status ("home"/"out") of other users in their address book or retrieve presence on demand	Not Supported	Out of scope
VAS-29	Initiate a presence update (e.g. "I'm home") to Web 2.0 sites such as Facebook, MySpace and IM clients (Yahoo!, AOL, etc.)	Not Supported	Out of scope
VAS-30	Custom Alerts / Notifications	Not Supported	Out of scope
VAS-30	Alarms from home appliances in reaction to specific events gets sent out as SMS message	Not Supported	Out of scope
VAS-30	Users get SMS message every time a family member enters or leaves home	Not Supported	Out of scope
VAS-30	Users get notifications of "to-do" list (e.g. "do homework") when they enter or leave home	Not Supported	Out of scope
VAS-30	Users get account notifications (usage, alerts, promotions) when they enter or leave home	Not Supported	Out of scope
VAS-31	Conferencing capabilities	Partially Supported	The 3-way calling service is a network supported feature. Amdocs will support the provisioning and billing of voice service required for 3-way calling.
VAS-31	Enhanced Communities / 'Friends & Family'	Not Supported	Out of scope
VAS-31	Extend location, presence, peer-to-peer services (as outlined above) to include friends and family members	Not Supported	Out of scope

1.24 Content Management

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
CM-01	Content Management System will be a single entry point for storage of all enterprise documentation	Supported	
CM-02	System will house content for consumption by any other system, internal	Supported	

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
	or external		
CM-03	The system should provide access control by user name and password as well as support permissions for access to certain directory structures	Supported	
CM-04	The system should control read, write and delete permissions	Supported	
CM-05	The system should allow access to consuming applications to retrieve content for display to the user.	Supported	
CM-06	The system should manage version control and version history.	Supported	
CM-07	The system should optimize content and storage locations based on content type and consuming application based on configurable rules.	Partially Supported	Standard OOB storage protocol used by Alfresco product will be supported.

1.25 Marketing Analysis System

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
MAS-01	Marketing Analysis System will house a marketing data mart that draws subscriber, usage and product information from the data warehouse nightly. After nightly data loads this system will run analysis routines to derive meaningful marketing statistics and metrics	Not Supported	Out of Scope
MAS-02	Maintain and execute multi-channel contact strategies that depend on life cycle of subscriber, such as	Partially Supported	Amdocs will deliver the standard capability of the MetroPCS solution which includes 2 SMS contacts with the customer prior to hotlining. 1 Additional Welcome SMS will be supported by Amdocs.
MAS-02	Welcome cadence	Supported	Amdocs will support the creation of a welcome SMS for new subscriber activations.
MAS-02	Reward / Maintenance cadence	Not Supported	Amdocs will deliver the standard capability of the MetroPCS solution which includes 2 SMS contacts with the customer prior to hotlining.
MAS-02	Hotline cadence	Partially Supported	Amdocs will deliver the standard capability of the MetroPCS solution which includes 2 SMS contacts with the customer prior to hotlining.
MAS-02	Win-back cadence	Not Supported	Amdocs will deliver the standard capability of the MetroPCS solution which includes 2 SMS contacts with the customer prior to hotlining.
MAS-03	Design, build and execute pre-defined cadences that utilize a variety of communication channels	Partially Supported	Amdocs will deliver the standard capability of the MetroPCS solution which includes 2 SMS contacts with the customer prior to hotlining.
MAS-03	E-mail, SMS, MMS, voicemail, outbound calling, direct mail, etc	Partially Supported	Amdocs will deliver the standard capability of the MetroPCS solution which includes 2 SMS contacts with the customer prior to hotlining.
MAS-04	Generate outbound campaign call lists based on current offers for CSRs during	Not Supported	Amdocs will deliver the standard capability of the MetroPCS solution which includes 2 SMS contacts

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
	downtime		with the customer prior to hotlining.
MAS-05	Subscriber churn and value calculations	Not Supported	DAVE will support this requirement via Scorecard. Amdocs will provide integration to Scorecard.
MAS-05	Generate customer value scores	Not Supported	Out of scope
MAS-05	Generate churn probability scores	Not Supported	Out of scope
MAS-05	Determine up-sell and cross-sell opportunities	Not Supported	Out of scope
MAS-05	Expose data to front end Systems for display to CSRs or Customers via web service	Partially Supported	Amdocs will provide the capability supported by out of the box MetroPCS CRM functionality

1.26 Sales Force Automation

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
SFA-01	System will automate the business tasks of sales, including integration to order processing, contact management, information sharing, access to inventory monitoring and control, order tracking, customer management, sales forecast analysis and employee performance evaluation	Partially Supported	Basic out of the box Infor functionality will be implemented and supported. This includes a non-automated process/work flow for enrolling up new dealers, creating sales force hierarchy according to DAVE org structure, integrating Infor with Amdocs Master Dealer table, integrating Infor with Scorecard to import Gross Add and other readily available subscriber information in Infor by dealer location.
SFA-02	Sales Force Automation (SFA) tool must provide comprehensive functionality for managing and reporting on sales force	Supported	Standard OOB processes and reports will be provided.
SFA-03	SFA tool must be synchronized with master dealer database maintained by DAVE Wireless with the ability to change certain fields	Supported	
SFA-04	SFA Tool must be Web based and operate on small mobile devices such as PDAs	Supported	
SFA-05	There must be multiple levels of authorization with access to different functionality	Supported	
SFA-05	Sales Representative	Supported	
SFA-05	Manage interaction with assigned dealers	Supported	
SFA-05	Sales Manager	Supported	
SFA-05	Manage assigned sales representatives	Supported	
SFA-05	Sales Director	Supported	
SFA-	Manage assigned sales managers	Supported	

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
05			

1.27 Dealer Commission

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
CD-01	DAVE Wireless must collect data from various Systems and then validate that data against commissions rules to have determine, calculate and pay dealer commissions on a handset by handset basis	Partially Supported	3 Types of commission structures will be supported in an automated fashion: Indirect Dealers - calculated from Gross Adds, type of rate plans sold, 'bolt-ons' Corporate Stores - calculated from Gross Adds, type of rate plans sold, 'bolt-ons' , handsets sold, accessories sold, and automatic bill payments sold DAVE internal Sales Force - calculated from Gross Adds, type of rate plans sold, 'bolt-ons' , door counts, handsets sold, accessories sold, and automatic bill payments sold Commission calculated from Gross Adds, rate plans sold, 'bolt-ons' sold, handsets sold for corp
CD-02	The amount and timing of the dealer commission must be configurable depending on certain characteristics including, but not limited to	Partially Supported	Commission structures to be provided to Amdocs by DAVE Sales
CD-02	The type of handset	Partially Supported	Commission structures to be provided to Amdocs by DAVE Sales
CD-02	A certain timeframe	Partially Supported	Commission structures to be provided to Amdocs by DAVE Sales
CD-02	A certain group of uniquely identified handsets	Partially Supported	Commission structures to be provided to Amdocs by DAVE Sales
CD-02	Certain dealer types	Partially Supported	Commission structures to be provided to Amdocs by DAVE Sales
CD-02	The activation channel used	Partially Supported	Commission structures to be provided to Amdocs by DAVE Sales
CD-02	How long the handset has been active	Partially Supported	Commission structures to be provided to Amdocs by DAVE Sales
CD-02	What plan the handset was activated on	Partially Supported	Commission structures to be provided to Amdocs by DAVE Sales
CD-03	The total amount of commission payable on a handset by handset and dealer by basis must be calculated on a monthly basis and detailed reports must be produced	Partially Supported	Commission structures to be provided to Amdocs by DAVE Sales
CD-04	Detailed commissions calculations payable to dealers must be displayed on	Partially Supported	Commission structures to be provided to Amdocs by DAVE Sales

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
	dealer portal		
CD-05	DAVE Wireless must have the ability to calculate and claw back commissions under certain scenarios, including but not limited to	Partially Supported	Commission structures to be provided to Amdocs by DAVE Sales
CD-05	Dealer falsely activates handset without selling it to a true subscriber	Partially Supported	Commission structures to be provided to Amdocs by DAVE Sales
CD-05	Handsets are sold to subscribers but not activated	Partially Supported	Commission structures to be provided to Amdocs by DAVE Sales

1.28 Business Sales Rep Commission

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
CBS-01	DAVE Wireless must collect data from various Systems and then validate that data against commissions rules to have determine, calculate and pay sales reps commissions based on sales and other metrics captured form billing and the sales force automation tool.	Supported	Referenced in CD-01
CBS-02	The amount and timing of the commission must be configurable depending on certain characteristics including, but not limited to	Partially Supported	Referenced in CD-01
CBS-02	The type of sale	Partially Supported	Referenced in CD-01
CBS-02	A certain timeframe	Partially Supported	Referenced in CD-01
CBS-02	A certain group of uniquely identified products	Partially Supported	Referenced in CD-01
CBS-02	The activation channel used	Partially Supported	Referenced in CD-01
CBS-03	The total amount of commission payable to a sales rep must be calculated on a monthly basis and detailed reports must be produced	Partially Supported	Referenced in CD-01
CBS-04	Commission calculations payable to sales reps must be displayed on the Sales Force Automation tool.	Partially Supported	Referenced in CD-01
CBS-05	DAVE Wireless must have the ability to calculate and claw back commissions under certain scenarios, including but not limited to	Partially Supported	Referenced in CD-01

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
CBS-05	Sales Rep falsely creates commissionable events	Partially Supported	Referenced in CD-01
CBS-05	Sale or events are reversed inside a given time frame	Partially Supported	Referenced in CD-01

1.29 Retail / Call Center Sales Rep Commission

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
CRC-01	DAVE Wireless must collect data from various Systems and then validate that data against commission rules to have determine, calculate and pay representatives commissions based on sales and other metrics captured from billing and the POS System.	Partially Supported	Referenced in CD-01 Corporate store employee commissioning in scope but Call Center agent commissioning out of scope
CRC-02	The amount and timing of the commission must be configurable depending on certain characteristics including, but not limited to	Partially Supported	Referenced in CD-01 Corporate store employee commissioning in scope but Call Center agent commissioning out of scope
CRC-02	The type of sale	Partially Supported	Referenced in CD-01 Corporate store employee commissioning in scope but Call Center agent commissioning out of scope
CRC-02	A certain timeframe	Partially Supported	Referenced in CD-01 Corporate store employee commissioning in scope but Call Center agent commissioning out of scope
CRC-02	A certain group of uniquely identified products	Partially Supported	Referenced in CD-01 Corporate store employee commissioning in scope but Call Center agent commissioning out of scope
CRC-02	The activation channel used	Partially Supported	Referenced in CD-01 Corporate store employee commissioning in scope but Call Center agent commissioning out of scope
CRC-02	Time	Partially Supported	Referenced in CD-01 Corporate store employee commissioning in scope but Call Center agent commissioning out of scope
CRC-03	The total amount of commission payable to a representative must be calculated on a monthly basis and detailed reports must be produced	Partially Supported	Referenced in CD-01 Corporate store employee commissioning in scope but Call Center agent commissioning out of scope
CRC-04	Commission calculations payable to representatives must be displayed on the Sales and Care front End or POS System.	Partially Supported	Referenced in CD-01 Corporate store employee commissioning in scope but Call Center agent commissioning out of scope

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
CRC-05	DAVE Wireless must have the ability to calculate and claw back commissions under certain scenarios, including but not limited to	Partially Supported	Referenced in CD-01 Corporate store employee commissioning in scope but Call Center agent commissioning out of scope
CRC-05	Sales Rep falsely creates commissionable events	Partially Supported	Referenced in CD-01 Corporate store employee commissioning in scope but Call Center agent commissioning out of scope
CRC-05	Sale or events are reversed inside a given time frame	Partially Supported	Referenced in CD-01 Corporate store employee commissioning in scope but Call Center agent commissioning out of scope

1.30 Accounting System

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
AS-01	Support different levels of access and permissions	Supported	
AS-02	Full logging of all transactions / events	Supported	
AS-03	Complete and comprehensive chart of accounts functionality	Supported	
AS-04	Complete and comprehensive general ledger functionality	Supported	
AS-05	Trial balance calculation	Supported	
AS-06	Comprehensive financial statement preparation, including, but not limited to	Supported	
AS-06	Balance Sheet	Supported	
AS-06	Cash Flow	Supported	
AS-06	Income Statement	Supported	
AS-07	Complete and comprehensive accounts payable and accounts receivable functionality	Supported	
AS-08	Integrated and complete revenue recognition across all channels, products, bundles and services (i.e. minimal, if any, out of system revenue recognition)	Partially Supported	Nightly 'cash sweep' from Indirect dealers using Dealer Portal and/or Amdocs POS must be supported in an automated and integrated fashion. Amdocs will support the integration to a third party provider like TIO. Amdocs will not integrate directly with Dealer banks.
AS-09	Online and offline storage of transactions to meet any and all legal requirements	Supported	
AS-10	Roaming	Supported	
AS-10	Comprehensive and automated partner settlement functionality including, but not limited to	Partially Supported	Amdocs will support settlement of Roaming (automated), Long Distance / International via the same methods/processes used at MetroPCS. PSTN

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
			settlement is not supported. Amdocs will support 1 VAS related partner settlement in a post May 2010 release.
AS-10	Handsets	Not Supported	There is no requirement to support settlement of handsets.
AS-10	Content providers	Partially Supported: R2	Amdocs will support settlement with one VAS provider via a manual reconciliation/AP process.
AS-11	Any accounting software must be industry standard and recognized by independent auditors	Supported	SAP accounting software to be implemented

1.31 Supply Chain Events and Information

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
SCM-01	Every handset and discrete event must be traceable by unique identifier from receipt at warehouse to activation and from subscriber back to manufacturer in the event of a return	Not Supported	Requirement DP-03 defines 3PL integration solution to be provided.
SCM-02	Discrete events must be received from 3PL provider via secure communication channel between DAVE and 3PL provider on a regular basis, including but not limited to	Not Supported	Out of Scope
SCM-02	Inventory Received Event – inventory received at warehouse from manufacturer	Not Supported	Out of Scope
SCM-02	Inventory Shipped Event – inventory shipped to retailer	Not Supported	Out of Scope
SCM-02	Inventory Returned Event – inventory returned from retailer	Not Supported	Out of Scope
SCM-02	Inventory Destroyed Event – inventory destroyed	Not Supported	Out of Scope
SCM-02	Change Event – certain information has changed	Not Supported	Out of Scope
SCM-03	A data exchange kit that describes all aspects of data exchange must be created and provided to 3PL company	Partially Supported	Requirement DP-03 defines 3PL integration solution to be provided.
SCM-04	Each event will include relevant information, including verified valid handset identifier, valid handset model number, event type, event date, unique transaction ID	Partially Supported	Requirement DP-03 defines 3PL integration solution to be provided.
SCM-05	Data transmission must be in a standardized file format such as XML, csv, etc	Supported	Requirement DP-03 defines 3PL integration solution to be provided.
SCM-06	Data received from 3PL provider must be validated for structure, content and order of events. For example, if a Shipped event is received before a Received	Not Supported	Requirement DP-03 defines 3PL integration solution to be provided.

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
	event, the shipped event is out of order and therefore invalid		
SCM-07	Invalid data must fall into an error handling routine where manual processing is possible to fix / re-insert events or archive them	Not Supported	Out of Scope
SCM-08	A copy of all events exactly as received must be retained. Any modifications made to events by DAVE Wireless must also be retained	Not Supported	Out of Scope
SCM-09	Only validated data can flow through into storage tables	Not Supported	Out of Scope
SCM-10	Ship to information contained in Inventory Shipped and Inventory Returned events must contain a standardized retailer identifier. For example, Joe's Cell Phone Store at 123 Street must also be identified by a unique number.	Partially Supported	Requirement DP-03 defines 3PL integration solution to be provided.
SCM-11	Additional information about retailers must be collected and stored including ship to address, billing address, dealer class, DAVE account representative, etc.	Partially Supported	Requirement DP-03 defines 3PL integration solution to be provided.
SCM-12	DAVE Wireless must maintain the single, master view of all dealers, 3PL providers must maintain a synchronized copy	Supported	Requirement DP-03 defines 3PL integration solution to be provided.
SCM-13	DAVE Wireless and 3PL provider must synchronize all changes to dealer information	Supported	Requirement DP-03 defines 3PL integration solution to be provided.
SCM-14	Storage tables must be designed for ease of inventory reporting	Not Supported	Out of Scope
SCM-15	Received and validated information must be processed daily to determine things such as	Partially Supported	Requirement DP-03 defines 3PL integration solution to be provided. Amdocs will not provide a solution for tracking the full lifecycle of devices.
SCM-15	Inventory at distributor by model	Not Supported	Out of Scope
SCM-15	Inventory at each distribution point by various attributes such as model, geography, dealer type, etc	Not Supported	Out of Scope
SCM-15	Returns by various attributes such as model, geography, dealer type, etc	Not Supported	Out of Scope
SCM-15	Commission payable to distributor or retailers (see Partner Settlement section for more details)	Partially Supported	Amdocs will support commission plans as documented in Commissions requirements.
SCM-15	Historical sales and distribution trends	Not Supported	Out of Scope

1.32 Asset Management

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
AM-01	Asset management and depreciation of all network and Systems elements	Supported	
AM-02	Inventory management for corporately owned inventory in corporate stores	Supported	POS and SAP must be integrated to support 1 single view of inventory in corporate stores. POS will maintain detailed, device-level inventory. SAP will maintain summary info required to support AP functions. The integration between POS and SAP will support creation of POs in SAP, the ability of DAVE personnel to approve POs in SAP, transmission of order to 3PL, serialized scanning of inventory when received at corporate store and closed loop processing between POS scanning and original SAP PO.
AM-03	Contract / lease management, including site leases	Supported	

1.33 Fraud

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
FR-01	Fraud system will interface with Online and Offline Mediation as well as the billing system to pull customer and usage data for fraud analysis	Partially Supported	Basset Labs Watchdog software to be integrated, maintained and supported. Basic out of the box functionality to be implemented at launch. Final Basset Labs scope will be confirmed following more detailed discussions on functionality available. There will be no customization of the Bassett Labs OOB product.
FR-02	Detect subscriber/identity fraud	Partially Supported	Fraud functionality will be limited by the Bassett solutions supporting CDR analysis.
FR-03	Detect Equipment fraud (ESN Cloning etc.)	Partially Supported	Fraud functionality will be limited by the Bassett solutions supporting CDR analysis.
FR-04	Detect usage fraud	Supported	Fraud functionality will be limited by the Bassett solutions supporting CDR analysis.
FR-05	Be able to interface with external Systems to affect fraud treatments. (Hotline, Account Suspension, ESN Flagging, etc)	Partially Supported	Fraud functionality will be limited by the Bassett solutions supporting CDR analysis.

1.34 Serviceability / Mapping

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
SM-01	Must inform CSRs, dealers and customers about the network coverage areas DAVE Wireless supports	Not Supported	Out of scope. DAVE will provide a static coverage area map via its corporate web site.
SM-02	Serviceability database application must store the relevant values of available network service by location. This information is then made available to	Not Supported	Out of scope per requirement EXA-38

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
	consuming applications to show what services are offered for a given geographical location down to the street address level.		
SM-03	Mapping tool must take the data stored in the serviceability database and use it to create maps of coverage and service availability that can be displayed in a number of different ways, such as online, in the call center, etc	Not Supported	Out of Amdocs scope. DAVE will print and distribute network coverage maps available to subscribers at point of sale and online
SM-04	Tool must support searches to the postal code, city and street level	Not Supported	Out of Amdocs scope. DAVE will print and distribute network coverage maps available to subscribers at point of sale and online

1.35 Reporting / Data Warehouse / Business Intelligence

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
BI-01	Offline mirror of all databases and tables updated on a regular basis from production environment	Supported	Number and type of reporting databases TBD when infrastructure design finalized.
BI-02	Full description of all tables, columns and relationships	Supported	
BI-03	Secure access to databases	Supported	
BI-04	Ability to Extract, Transform and Load (ETL) data	Supported	
BI-05	Design a data warehouse schema based on reporting and business intelligence requirement	Not Supported	Data warehouse out of scope.
BI-05	Load data as required	Not Supported	Out of scope
BI-06	Create process and operational dashboards that allow business owners to manage and report on operations	Not Supported	Out of current scope. May be added as part of 2000 hour development bucket or at additional cost
BI-07	Subscriber reporting	Partially Supported	DAVE will contract with ScoreCard to perform subscriber reporting. Amdocs BSS will integrate with ScoreCard as required and provide production support according to the R&R schedule. DAVE will contract with Scorecard for all Tier 3 support requirements.
BI-07	Define and document all relevant subscriber reporting terms and metrics such as	Not Supported	DAVE will contract with ScoreCard to perform subscriber reporting. Amdocs BSS will integrate with ScoreCard as required and provide production support according to the R&R schedule. DAVE will contract with Scorecard for all support requirements.
BI-07	Gross Add, Churn, Reconnect, Self-paying subscriber, Demo / VIP Subscriber, ARPU, CCPU, etc	Not Supported	DAVE will contract with ScoreCard to perform subscriber reporting. Amdocs BSS will integrate with ScoreCard as required and provide production support according to the R&R schedule. DAVE will contract with Scorecard for all support

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
			requirements.
BI-08	Calculate key subscriber metrics on a daily basis	Not Supported	DAVE will contract with ScoreCard to perform subscriber reporting. Amdocs BSS will integrate with ScoreCard as required and provide production support according to the R&R schedule. DAVE will contract with Scorecard for all support requirements.

1.36 Trouble Ticket Management

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
TM-01	Enterprise grade ticketing system to support all applicable business functions	Not Supported	Amdocs will use Clarify internally as its Trouble Ticketing solution and will make ticket data available to DAVE. DAVE will procure its own Enterprise Ticketing solution.
TM-02	Integrates with Systems as required to automatically create and assign tickets to configurable queues	Not Supported	Amdocs will use Clarify internally as its Trouble Ticketing solution and will make ticket data available to DAVE. DAVE will procure its own Enterprise Ticketing solution.
TM-03	Allow ticket prioritization, aging and escalation	Not Supported	Amdocs will use Clarify internally as its Trouble Ticketing solution and will make ticket data available to DAVE. DAVE will procure its own Enterprise Ticketing solution.
TM-04	E-mailing and paging functionality	Supported	The Trouble Ticketing system used by Amdocs in fulfillment of its managed services responsibility supports real time notification of on call staff in the event of Severity 1 issues. Email capability also exists for Trouble Tickets.

1.37 Middleware

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
MW-01	The services designed must be exposed via web service and re-useable by all Systems	Partially Supported	Certain supported interfaces will require web service support.
MW-02	Provide a central re-usable integration point for all Systems in the enterprise, both internally hosted as well as external vendor Systems	Partially Supported	Amdocs solutions support reusability of processes/services across the solution. Amdocs will expose the existing MetroPCS services or any developed in support of an agreed interface to other DAVE applications.
MW-03	Provide a Business Logic Layer (BPEL) to house enterprise business rules and orchestrate complex business transactions.	Supported	Supported via Amdocs standard middleware components within Amdocs products. No specific application components and/or application development will be performed to fulfill this requirement. For clarification purposes, the BSS solution will not provide BPEL solution.

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
MW-04	Have the ability to transform incoming web service requests into various different API protocols for integration with Systems that do not support web services.	Partially Supported	Amdocs will support the required integration points defined within the scope of the solution. The required translations will be performed for these specific integration points. No generic translation capability is supported by the solution.

1.38 Legal Requirements

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
LR-01	Lawful intercept of voice and/or data	Not Supported	Out of scope for Amdocs. This is a network supported feature.
LR-02	E911 functionality	Not Supported	Out of scope for Amdocs. This is a network supported feature.
LR-03	Online storage of Call Data Records for a certain period of time followed by archiving	Partially Supported	See requirement OM-01
LR-04	Must not conflict with any existing patents applicable to Canadian wireless operators	Not Supported	DAVE/Amdocs Legal to confirm.

1.39 Future Requirements

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
FRE-01	IP Multimedia Services (IMS)	Not Supported	Out of Scope
FRE-02	Session Initiation Protocol (SIP)	Not Supported	Out of Scope

1.40 IT Steering Committee

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
ITS-01	Interface with DAVE Wireless business owners through regular IT Steering Committee meeting to	Supported	
ITS-01	Discuss and prioritize issues and tickets	Supported	
ITS-01	Provide updates on outstanding issues	Supported	
ITS-01	Present solutions	Supported	
ITS-01	Bundle and schedule releases	Supported	

1.41 Application Development

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
-------	----------------	-------------------	-----------------------------------

AD-01	Follow industry standard development processes	Supported	
AD-02	Provide on-site business analysts to collect and document requirements, design and document business processes and perform high level functional design	Partially Supported	Amdocs will provide on-site resources as deemed required by Amdocs to fulfill its commitments throughout the lifecycle of the program.
AD-03	Manage end to end application development process	Supported	
AD-04	Schedule and project manage User Acceptance Testing (UAT)	Not Supported	Per R&R Schedule, DAVE will schedule UAT. Amdocs will support DAVE in its execution of UAT.
AD-05	Maintain secure code repository that is synchronized with copy on DAVE Wireless owned hardware	Partially Supported	Amdocs will maintain a secure source code repository. Amdocs is willing to place code into an escrow account pending establishment of a mutually agreeable escrow account by DAVE.

1.42 Application Support and Monitoring

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
ASM-01	Ensure all applications and processes are running as required	Supported	
ASM-02	Promote tested code into production during agreed to maintenance windows with documented contingency plans and back-out procedures	Supported	
ASM-03	Ensure all scheduled tasks and jobs run correctly and there are no errors	Supported	
ASM-04	Troubleshoot any application issues	Supported	
ASM-05	Complete hardening of all applications	Supported	

1.43 Hardware

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
HW-01	Hardware used must be telecommunications grade with features that include, but are not limited to	Supported	
HW-01	High availability	Supported	
HW-01	Multiple layers of redundancy	Supported	
HW-01	No single points of failure	Supported	
HW-01	Hot failover	Supported	
HW-01	Extensive monitoring features	Partially Supported	Amdocs will monitor all infrastructure under Amdocs' control. Amdocs will monitor connectivity as specified in R&R document.
HW-01	Provided by financially stable company with commitment to ongoing development and support	Supported	

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
HW-01	Documented and storable configurations	Supported	
HW-01	Readily available supply of replacement parts	Supported	
HW-01	Scalable	Supported	
HW-01	Efficient power consumption	Partially Supported	Amdocs will supply power consumption requirements to DAVE Facilities for the purpose of initial implementation and any increases in power requirements over the course of the contract.

1.44 Data Center and Monitoring

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
DCM-01	Data center facilitates must meet all current standards for	Not Supported	DAVE to provide data center facilities as per Schedule 3 of MSA
DCM-01	Electrical supply and redundancy, including multiple levels of backup	Not Supported	DAVE to provide data center facilities as per Schedule 3 of MSA
DCM-01	HVAC supply and redundancy	Not Supported	DAVE to provide data center facilities as per Schedule 3 of MSA
DCM-01	Fire suppression	Not Supported	DAVE to provide data center facilities as per Schedule 3 of MSA
DCM-01	Diverse connectivity from multiple providers	Not Supported	DAVE will supply Amdocs for connectivity as defined in R&R document
DCM-01	Infrastructure diversity	Supported	
DCM-01	Security	Supported	
DCM-01	Processes and procedures	Partially Supported	Amdocs has established processes and procedures for systems administration and systems operations. DAVE will ensure that physical data center operations are compliant to these requirements.
DCM-02	Monitoring and alerting for all infrastructure elements	Supported	
DCM-03	Complete documentation of all configurations	Supported	
DCM-04	Troubleshoot any issues	Partially Supported	Amdocs will troubleshoot issues according to the R&R schedule for the Managed Systems.
DCM-05	Designed and tested disaster recovery plan for all Systems and VAS	Not Supported	Disaster recovery is out of scope

1.45 Connectivity and Monitoring

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
COM-01	All required connectivity parameters such as capacity and type must be designed and ordered. Connectivity should be all IP based where possible	Not Supported	DAVE will supply Amdocs for connectivity as defined in R&R document
COM-02	Complete, documented and tested redundancy in all connections requiring high availability	Not Supported	DAVE will supply Amdocs for connectivity as defined in R&R document
COM-03	Monitoring and alerting for all connectivity and associated elements	Partially Supported	Amdocs will not monitor the network connectivity beyond the demarcation points in the R&R schedule. However, by monitoring applications within the Managed Applications, Amdocs may be able to detect connectivity issues in network components outside of Amdocs control.
COM-04	Troubleshoot and remedy any issues	Supported	Amdocs will troubleshoot issues according to the R&R schedule for the Managed Systems.

1.46 Application Architecture

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
AA-01	Scalable and modular application architecture built on supported standards, languages and protocols	Supported	
AA-02	Design for cost effective high availability	Supported	
AA-03	No single points of failure	Partially Supported	Systems availability defined in MSA - 99.8% availability for all systems. 99.99% availability for all systems involved in online charging.
AA-04	Documented	Supported	Amdocs must document Application Architecture as deployed
AA-05	Favour configuration over customization	Supported	

1.47 Technical Architecture

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
TA-01	Scalable and modular technical architecture built on supported hardware and connectivity	Supported	
TA-02	Design for cost effective high availability	Supported	
TA-03	No single points of failure	Partially Supported	Systems availability defined in MSA - 99.8% availability for all systems. 99.99% availability for all systems involved in online charging
TA-04	Documented	Supported	Amdocs must document Technical Architecture as deployed

1.48 Performance Testing

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
PT-01	Business critical processes must be performance tested end to end to determine	Partially Supported	Specific processes and performance related criteria will be defined by detailed requirement below.
PT-01	Maximum throughput for transaction based processes	Partially Supported	Amdocs will test and validate that Managed Systems conform to SLA and Envelop Parameters defined for performance.
PT-01	Maximum efficiency for batch based processes	Partially Supported	Amdocs will test and validate that Managed Systems conform to SLA and Envelop Parameters defined for performance.
PT-01	Chokepoints and weak links	Partially Supported	Amdocs will test and validate that Managed Systems conform to SLA and Envelop Parameters defined for performance.
PT-01	Steady state, sustainable capacity	Partially Supported	Amdocs will test and validate that Managed Systems conform to SLA and Envelop Parameters defined for performance.

1.49 Capacity Planning

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
CP-01	Capacity planning and forecasting must be done for all Systems aspects, including but not limited to processor utilization, memory usage, bandwidth usage of data circuits, storage space, transaction processing throughput, etc	Supported	
CP-02	Once predefined capacity thresholds are reached, incremental capacity must be designed, ordered, tested and installed	Supported	
CP-03	Capacity planning recommendations must first look for possible efficiency gains from existing infrastructure before buying incremental capacity	Supported	

1.50 SLAs and KPIs

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
SLA-01	Define SLAs and KPIs on a system by system basis that will be used to manage DAVE Wireless business and vendor relationships	Supported	
SLA-02	Financial based, non-compliance penalties based on SLAs and KPIs must be defined and tracked	Supported	
SLA-03	SLAs and KPIs must include, but are not limited to	Partially Supported	SLA compliance for each aspect detailed in the specific requirements below.
SLA-03	High Availability of Business Critical Systems	Supported	

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
SLA-03	Systems deemed business critical must have multiple layers of physical and logical redundancy and multiple layers of connectivity from diverse providers	Partially Supported	Systems availability defined in MSA - 99.8% availability for all systems. 99.99% availability for all systems involved in online charging. KPIs and SLAs defined in MSA Schedules
SLA-03	There can be no single points of failure, either logical or physical	Partially Supported	Systems availability defined in MSA - 99.8% availability for all systems. 99.99% availability for all systems involved in online charging. KPIs and SLAs defined in MSA Schedules
SLA-03	A geographically diverse disaster recovery strategy must be provided that includes projected timelines to transfer operations to backup site	Not Supported	Out of scope
SLA-03	Certain business critical Systems must have 100% uptime, inclusive of maintenance windows	Partially Supported	Systems availability defined in MSA - 99.8% availability for all systems. 99.99% availability for all systems involved in online charging. KPIs and SLAs defined in MSA Schedules
SLA-03	Defined maintenance windows	Supported	
SLA-03	Mean Time To Respond (MTTR)	Supported	
SLA-03	Mean Time To Repair	Supported	
SLA-03	Defined and measured escalation paths and procedures	Supported	

1.51 EXA

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
EXA-48	Develop, run and support 40 custom reports	Partially Supported	Amdocs will deliver the standard reports developed for MetroPCS and all relevant of the out of the box reports included with any software package within the Managed Systems. Any customization of reports will be done post-launch utilizing the 2000 hour development provision in the Agreement.
EXA-12	Generate and print receipts for all relevant transactions	Partially Supported	Amdocs will support the printing of transaction receipts via POS, CRM, Dealer Portal, and Self Care. Specific layout and content of the receipt to be finalized during design. Receipts generated from POS may be of a different layout than receipts from other applications. All receipts will include a unique number for tracking, audit and reconciliation purposes.

BR ID	BR description	Amdocs Compliance	Notes / Requirement Clarification
EXA-54	Technical Architecture	Supported	Amdocs must provide four (4) separate physical environments: Development, Test, Staging, and Production. The Development, Test, and Staging environments may support multiple logical environments. Amdocs must deliver the Staging and Production environments in the DAVE data center at 80 Worcester Road, Etobicoke, ON. The Staging environment must be architecturally identical to Production to properly test all types of failover and support performance testing. However, lesser hardware can be used to reduce costs. Amdocs must deliver and support all environments required for reporting, offline analysis, backup, CDR storage, etc. Replication must be in near real time and no less than every 15 minutes. Amdocs will provide the necessary high availability attributes to the production system environments to comply with the agreed upon SLA/CPS metrics.

SCHEDULE 4-A
TO
MANAGED SERVICES AGREEMENT

HLD DOCUMENTS

The undersigned parties accept this document as Schedule 4-A to the Managed Services Agreement dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc., Amdocs Canadian Managed Services, Inc. and Amdocs Software Systems Limited:

AMDOCS SOFTWARE SYSTEMS LIMITED

By: 
(Signature)

Name: NEIL W. HORVATH
(Typed or Printed)

Title: DEPUTY GENERAL MANAGER
(Typed or Printed)

Date: 8 FEBRUARY 2010

AMDOCS CANADIAN MANAGED SERVICES, INC.

By: 
(Signature)

Name: NEIL W. HORVATH
(Typed or Printed)

Title: VP & General Mgr
(Typed or Printed)

Date: JAN 06 2010

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By: 
(Signature)

Name: DAVE DOBBIN
(Typed or Printed)

Title: PRESIDENT
(Typed or Printed)

Date: JAN 5/10

By: 
(Signature)

Name: Stewart Lyons
(Typed or Printed)

Title: EV
(Typed or Printed)

Date: Jan 5/10

The documents listed below are the HLD documents provided by Amdocs to DAVE as part of Amdocs' Implementation Services pursuant to the Agreement, and accepted by the Parties. Such documents are incorporated by reference in, and form part of, the Agreement.

1. HLD DOCUMENTS:

1.1 BSS HLD Documents

HLD Documents	
Document	Description
Bill Day Arrives	The Bill Day Arrives (BDA) scenario describes the functionality involved in the creation of monthly charges, statement creation, and distribution.
CHQ - Billing Inquiries & Requests	The Billing Inquiries & Requests scenario discovers customer inquiries and requests regarding financial-related activities such as MRC payment.
CHQ – Complaints	The Subscriber has Question - Complaints scenario describes managing a customer's billing and technical complaints.
CHQ - Customer Data Inquiries & Requests	The Customer has Question - Customer Data Inquiries & Requests scenario describes inquiries and requests related to customer data such as updating their profile.
CHQ - Products & Services	The Customer has Question - Products and Services scenario describes the process of changing PP, adding an additional service, etc.
Customer Did Not Pay	The Customer Did Not Pay scenario describes the process of handling hotline, restore, disconnect, write-off, etc.
Customer Orders Product	The Customer Orders Product scenario describes the process of activating a new subscriber.
Customer Pays	The Customer Pays scenario describes the process of handling of recurring payments etc.
Customer Uses Service	The Customer Uses Service scenario describes the events and rating for pre-paid services.
DM & Security	The DM & Security scenario describes the user management for dealers, stores, and call centers.
GL	The GL scenario describes the process of reporting on revenue.
Interaction Management	The Interaction Management scenario describes the process of searching for and identifying a customer that contacts DAVE Wireless.
Interfaces & APIs	The Interfaces & APIs scenario describes how Amdocs will communicate with external systems.
Mediation	The Mediation scenario describes the process of acquiring the events from the network.

HLD Documents	
Document	Description
Number Portability	The Number Portability scenario describes the process of Porting-in and Porting-out numbers.
Partner Management – Interconnect	The Partner Management - Interconnect scenario describes defining agreements and managing settlements with Interconnect partners and event processing. Note: The capabilities for Partner Management (Settlement) may be included within other HLD documents contained in this Schedule pending the finalization of the technical solution for these requirements. Amdocs will advise DAVE on the need for this document at the point the solution is finalized,
Partner Management – Roaming	The Partner Management - Roaming scenario describes defining agreements and managing settlements with partners and event processing. Note: The capabilities for Partner Management (Settlement) may be included within other HLD documents contained in this Schedule pending the finalization of the technical solution for these requirements. Amdocs will advise DAVE on the need for this document at the point the solution is finalized,
Product Lifecycle	The Product Lifecycle scenario describes the guidelines for defining a product within the system.
Provisioning	The Provisioning scenario describes the process of activating your service. (voicemail, voice, SMS, etc)
Reports	The Reports scenario describes generic reports provided by Amdocs.
Resource Management	The Resource Management scenario describes the process of reserving your telephone number.
Store & Inventory Management	The Store & Inventory Management scenario describes the process of creating Purchase Orders, managing inventory, and selling inventory.
Unlimited Usage Storage	The Unlimited Usage Storage scenario describes how usage will be stored for Pay-in-advance. Note: The capabilities for unlimited usage storage may be included within other HLD documents contained in this Schedule pending the finalization of the technical solution for these requirements. Amdocs will advise DAVE on the need for this document at the point the solution is finalized,

1.2 Enterprise Systems HLD Documents

HLD Documents	
Document	Description
ERP Financials	The SAP high level design will address the business requirements detailed in Schedule 4 for Accounting, Supply Chain, and Asset Management functions, Integration with the 3PL provider will also be addressed within this document.
Fraud Management	The high level design for the implementation of WatchDog 5.0, supplied by Basset Labs, will address the business requirements detailed in Schedule 4 for usage and equipment fraud.
Document Management	The high level design for the implementation of Alfresco will address business requirements detailed in Schedule 4 for content management functions.
Sales Force Automation	The high level design for the implementation of Infor CRM Epiphany will address the business requirements detailed in Schedule 4 for Sales Force Automation functions.
Commissioning	The high level design for the implementation of a commissioning application will address the business requirements detailed in Schedule 4 for indirect dealers and DAVE stores. Note: The technical solution to support the Commissioning requirements has not been finalized and may be consolidated into other high level design documents. Amdocs will advise DAVE on the need for this document at the point that the solution has been finalized.
eStore / Equipment Order Portal	The high level design for the implementation of an eStore and equipment ordering portal application will address the business requirements detailed in Schedule 4 that reference capabilities from this specific sales channel. Note: The technical solution to support the eStore / equipment ordering portal requirements have not been finalized and may be consolidated into other high level design documents. Amdocs will advise DAVE on the need for this document at the point that the solution has been finalized.

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., AND DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.
Applicants

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT TORONTO

**MOTION RECORD - PART 1 of 3
(Returnable February 26, 2014)**

DENTONS CANADA LLP
1 Place Ville Marie
Suite 3900
Montreal, QC
H3B 4M7

Roger P. Simard / Ari Y. Sorek
LSUC Temporary Licensees (2014)
Quebec Bar Nos.: 180496-1 / 258252-0
Telephone: 514 878-5834 / 514 878-8883
Facsimile: 514 866-2241
E-mail: roger.simard@dentons.com /
ari.sorek@dentons.com

C. Blake Moran
LSUC No.: 62296M
Telephone: 416 863-4495
Facsimile: 416 863-4592
E-mail: blake.moran@dentons.com

*Lawyers for Amdocs Canadian Managed Services,
Inc. and Amdocs Software Systems Limited*

ONTARIO

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGMENT ACT*, R.S.C. 1985, c.
C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8440522
CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., AND DATA
& AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

Applicants

**MOTION RECORD
PART 2 of 3**

(Returnable February 26, 2014)

February 7, 2014

DENTONS CANADA LLP

1 Place Ville Marie
Suite 3900
Montreal, QC H3B 4M7

Roger P. Simard / Ari Y. Sorek

LSUC Temporary Licensees (2014)
Quebec Bar Nos.: 180496-1 / 258252-0
Telephone: 514 878-5834 / 514 878-8883
Facsimile: 514 866-2241 / 514 866-2241
E-mail: roger.simard@dentons.com /
ari.sorek@dentons.com

C. Blake Moran

LSUC No.: 62296M
Telephone: 416 863-4495
Facsimile: 416 863-4592
E-mail: blake.moran@dentons.com

*Lawyers for Amdocs Canadian Managed
Services, Inc. and Amdocs Software
Systems Limited*

INDEX

	Tab	
Notice of Motion	1	
Draft Order		A
Affidavit of Mark Sumner sworn February 7, 2014	2	
Exhibit “A” – Master Services Agreement.		A
Exhibit “B” – Amendment No. 1 to the Master Services Agreement, dated March 31, 2012.		B
Exhibit “C” – Letter from Amdocs to Mobilicity, the CRO and the Monitor, dated October 17, 2013.		C
Exhibit “D” – Letter from the CRO to Amdocs, dated October 30, 2013.		D
Exhibit “E” –Email from Amdocs to Mobilicity and the Monitor, dated December 13, 2013.		E
Exhibit “F” – Email from Amdocs to Mobilicity, the Monitor and the CRO attaching invoice #134222, dated December 31, 2013.		F
Exhibit “G” – Mobilicity work order no. 2011.002, as amended, dated January 31, 2013.		G
Exhibit “H” – Amdocs invoice no. 134430, dated December 31, 2013.		H
Exhibit “I” – Email from Mobilicity to Amdocs, dated January 14, 2014.		I

SCHEDULE 5
TO
MANAGED SERVICES AGREEMENT

FEES

This Schedule specifies the fees, payments and other cost factors relating to the Amdocs Systems and related Services (i.e., the In-Scope Services) as specified in the Agreement and its applicable Schedules, and any Additional Services to be provided by Amdocs for DAVE.

1. IMPLEMENTATION FEE

- 1.1. As provided in **Sections 12.1.2 and 12.1.3** of the Agreement, Amdocs shall charge DAVE, and DAVE shall pay Amdocs, for the Implementation Services for the license and implementation of the customized Amdocs Systems at DAVE, as specified in **Schedule 7**, the sum of CAD\$11,855,000 (“Implementation Fee”) of which the initial term license fee of the modified software is CAD \$10,000,000. This software will be used in the outsourcing services provided by Amdocs to Dave. Amdocs shall invoice DAVE for the Implementation Fee in varying installments on the first day of each month according to the schedule specified in Section 12 of this Schedule.
- 1.2. In consideration for additional Subscribers added to the Amdocs Systems as a result of mergers, acquisitions or other business combinations, DAVE will pay Amdocs an initial fee as will be mutually agreed by the Parties.
- 1.3. Pursuant to Section 5 of this Schedule, the Implementation Fee and the associated fees specified in the table set forth in Section 12 of this Schedule is subject to change as and if mutually agreed based upon finalization of the list of Third Party products to be included within the scope of the Amdocs Systems and the Parties’ mutual determination of the extent to which such Third Party products shall be Amdocs Third Party Software (and/or Amdocs Equipment), or DAVE Third Party Software (and/or DAVE Equipment).

2. MONTHLY FEES

2.1. Monthly Fees for Up to 1 Million Subscribers

Amdocs shall charge DAVE, and DAVE shall pay to Amdocs, fixed monthly fees (“Monthly Fees”), Time Based Bonuses and Subscriber Based Bonuses for Amdocs’ Outsourcing Services with respect to up to 1,000,000 System Subscribers on the Amdocs Systems, in accordance with the table specified in Section 13 of this Schedule.

2.2. Monthly Incremental Price Per Subscriber Exceeding 1 Million Subscribers

- 2.2.1. In addition to the other fees set forth herein, Amdocs shall charge DAVE, and DAVE shall pay to Amdocs, an incremental price per Subscriber (“PPS”) beyond 1,000,000 System Subscribers of CAD \$0.504, in accordance with this Section 2.2.
- 2.2.2. There will be no additional set up fee for the incremental Subscribers over the initial 1,000,000 System Subscribers.
- 2.2.3. For purposes of calculating whether DAVE exceeds the 1,000,000 System Subscribers covered by the Monthly Fees referenced in Section 2.1 (and thereby determining whether the incremental PPS shall apply), at the end of each month, the number of System

Subscribers will be calculated in accordance with the definition of the various types of Subscribers provided in the Agreement.

- 2.3. Any additional fees related to the maintenance of Subscriber information shall be subject to the Envelope Parameters in **Schedule 6**.
- 2.4. Any PPS fees payable will be added to the applicable fees schedule contained in Section 12 of this Schedule. Amdocs will use reasonable efforts to invoice DAVE for each month's fees within the first ten (10) days of the end of the preceding month.

3. SUBSCRIBERS BASED BONUSES

- 3.1. In addition to the other fees set forth herein, Amdocs shall charge DAVE, and DAVE shall pay to Amdocs, a total of \$4,000,000 in System Subscriber-based bonuses in accordance with the System Subscriber amounts specified in the table in Section 12 of this Schedule.

4. SELECTED THIRD PARTY PRODUCTS

- 4.1. Amdocs understands that DAVE desires to use the Third Party products SAP (Financials), Ericsson ADC, Deep Packet Inspection and Scorecard. Accordingly, Amdocs recommends that the Parties jointly perform due diligence during the scoping phase in order to determine the impact of such products on the functional requirements, and to agree upon any related adjustments of the Total Fees defined in Section 12 of this Schedule.
- 4.2. All software license and software license maintenance costs related to SAP shall be the responsibility of DAVE. All implementation costs for SAP, whether they are related to hardware, infrastructure or professional services, shall be the responsibility of Amdocs within the scope of the Managed Systems. As of January 1, 2010, Amdocs shall invoice DAVE, and DAVE shall pay Amdocs, \$214,000 for such implementation services.
- 4.3. DAVE will purchase directly from SAP or an authorized reseller of SAP the required licenses and maintenance required for the use of SAP software in connection with the Amdocs Systems. As appropriate, DAVE will assign to Amdocs licenses as required for Amdocs to fulfill its obligations under this Agreement.
- 4.4. Amdocs will procure software licenses and support for BassetLabs, Alfresco, and Infor products required by the Amdocs Systems. Amdocs will grant to DAVE the requisite right to use licenses in conjunction with the Amdocs Systems.
- 4.5. The following Third Party products are required to support the overall requirements of the Amdocs Systems and will be licensed, implemented, and supported by DAVE, at DAVE's expense: SmartTrust (SIM Card Management), Scorecard (Business Reporting), and Sandvine. Amdocs will perform the required integration functions to deliver the Amdocs Systems as defined in **Schedule 9** – Roles and Responsibilities.

- 4.6. As specifically requested by DAVE, Amdocs has added the quotes provided by DAVE for SmartTrust, Scorecard, SAP, and Sandvine to the monthly cash flow document as potential Additional Services, in the proposal submitted by Amdocs to DAVE prior to the execution of this Agreement. These prices are not binding on either Party and are DAVE's estimations, which the Parties will review together during the due diligence described above.

5. Development Fund

Beginning on May 1, 2010, Amdocs will provide to DAVE an annual development bucket of 2,000 development hours (the "Development Fund"). The Development Fund may be applied by DAVE, in its discretion during the applicable Outsourcing Services year, to fund any Enhancement, ongoing development activity or Change Request. Unused development hours in the Development Fund may not be carried over from one year to the next. No refund or credit shall be provided for unused development hours in the Development Fund.

6. Additional Services

- 6.1. For Additional Services requested by DAVE, Amdocs blended hourly rate for development services should be in the following range:

Activity	Hourly Rate (CAD)
Development	\$110-120

- 6.2. The above hourly rate represents a blended rate for all Amdocs resources, regardless of seniority, performing Additional Services for DAVE, whether offshore or onshore.
- 6.3. Amdocs shall invoice DAVE fee for such Additional Services on a monthly basis, unless a fixed price arrangement and related payment terms are agreed upon by the Parties and specified in an Additional Services Order.
- 6.4. The applicable Additional Services Order will include reimbursement for reasonable travel expenses, as agreed to in advance by DAVE, that Amdocs incurs in performance of the Additional Services. Such expenses will be agreed in advance as part of the Order.

7. Envelope Parameters

To the extent that **Schedule 6** (Envelope Parameters) to the Agreement contemplates any additional fees to be payable by DAVE to Amdocs in the event that an envelope parameter stated therein is exceeded, then DAVE shall pay such fees to Amdocs as invoiced.

8. Early Termination Fees

- 8.1. The early termination fees payable by DAVE upon termination of the Agreement for convenience pursuant to Section 13.5.1 of the Agreement are defined in the table

specified in Section 12 of this Schedule and applicable for the last day of the month. In case the effective date of termination is other than the last day of the month, the termination fee will be the termination fee specified for the prior month.

- 8.2. No early termination fee shall apply to a natural expiration of the Term, nor for a termination pursuant to Section 13.5.2 of the Agreement.
- 8.3. For greater certainty, the applicable termination fee specified in Section 12 of this Schedule refers to a termination notice delivered pursuant to Section 13.5.1 of the Agreement nine months earlier. For example, if a notice of termination for convenience pursuant to Section 13.5.1 of the Agreement is delivered to Amdocs on January 31, 2014, the early termination fee shall be the amount due on October 31, 2014 or \$2,747,924. For further clarity in this example, DAVE will continue to pay the fees as defined in the Schedule of Section 13 during the 9 month notification period.
- 8.4. For the avoidance of doubt and notwithstanding any provision of the Agreement or the schedules thereto, DAVE acknowledges and agrees that: (a) DAVE's right to terminate the Agreement for convenience permits DAVE to terminate the Agreement for convenience, subject to Section 13.5.1 of the Agreement and subject to payment of all applicable fees pursuant to this schedule, as of a termination date no earlier than January 31, 2013; and (b) the Agreement shall not be terminated for convenience prior to February 1, 2013. The foregoing acknowledgement and agreement of DAVE forms an essential and fundamental part of the basis of the bargain between the Parties, in reliance upon which bargain Amdocs has set the fees and rates specified herein and entered into this Agreement.

9. Termination Assistance

Termination Assistance fees, if any, pursuant to **Section 13.9** of the Agreement shall be subject to mutual agreement of the Parties in an Order.

10. License and Maintenance Services

In accordance with **Section 13.8** of the Agreement, following a lawful termination by DAVE or expiration of this Agreement, DAVE shall have the right to order license and maintenance services (including enhancements and upgrades) with respect to the Amdocs Systems. The fees for such license and services will be subject to mutual agreement of the Parties in an Order.

11. Excluded Services

The following items not included in the pricing above are available from Amdocs at an additional charge to be agreed upon by the Parties:

- a) Disaster Recovery (DR);
- b) Ongoing Change Requests and modifications to the Amdocs Systems requested by DAVE (other than as contemplated by the Agreement);

- c) Data Center Facilities;
- d) All equipment, software or services designated as the responsibility of DAVE in **Schedule 9** (Roles and Responsibilities);
- e) Data Conversion;
- f) All development activities surrounding third party interfaces where the changes are being made on the Third Party's side; and
- g) All activities noted as DAVE's responsibility in **Schedule 9** (Roles and Responsibilities).

12. SCHEDULE OF FEES

Amdocs shall charge DAVE, and DAVE shall pay to Amdocs, all fees as set forth in the following table:

	System Subscribers	Implementation Fee	Monthly Fee	Subscriber Based Bonus	Additional Services (SAP)	Total Fee	Early Termination Fee (13.5.1)
Sep-09	0	\$0	\$0			\$0	n/a
Oct-09	0	\$0	\$0			\$0	n/a
Nov-09	0	\$2,500,000	\$0			\$2,500,000	n/a
Dec-09	0	\$675,000	\$0			\$675,000	n/a
Jan-10	0	\$675,000	\$0		\$214,000	\$889,000	n/a
Feb-10	0	\$150,000	\$0			\$150,000	n/a
Mar-10	0	\$0	\$0			\$0	n/a
Apr-10	0	\$0	\$0			\$0	n/a
May-10	0	\$400,000	\$244,609			\$644,609	n/a
Jun-10	4,545	\$0	\$244,609			\$244,609	n/a
Jul-10	13,636	\$0	\$244,609			\$244,609	n/a
Aug-10	22,727	\$0	\$244,609			\$244,609	n/a
Sep-10	31,818	\$0	\$244,609			\$244,609	n/a
Oct-10	40,909	\$0	\$244,609			\$244,609	n/a
Nov-10	50,000	\$0	\$244,609			\$244,609	n/a
Dec-10	59,091	\$0	\$244,609			\$244,609	n/a
Jan-11	68,182	\$0	\$273,369			\$273,369	n/a
Feb-11	77,273	\$0	\$273,369			\$273,369	n/a
Mar-11	86,364	\$0	\$273,369			\$273,369	n/a
Apr-11	95,455	\$0	\$273,369			\$273,369	n/a
May-11	107,500	\$0	\$273,369			\$273,369	n/a
Jun-11	122,500	\$0	\$273,369			\$273,369	n/a
Jul-11	137,500	\$0	\$273,369			\$273,369	n/a
Aug-11	152,500	\$0	\$273,369			\$273,369	n/a
Sep-11	167,500	\$0	\$273,369			\$273,369	n/a
Oct-11	182,500	\$0	\$273,369			\$273,369	n/a
Nov-11	197,500	\$0	\$273,369			\$273,369	n/a
Dec-11	212,500	\$0	\$273,369			\$273,369	n/a
Jan-12	227,500	\$629,028	\$660,788			\$1,289,816	n/a
Feb-12	242,500	\$129,028	\$660,788			\$789,816	n/a
Mar-12	257,500	\$129,028	\$660,788			\$789,816	n/a

	System Subscribers	Implementation Fee	Monthly Fee	Subscriber Sign-on Bonus	Additional Services (SAP)	Total Fee	Early Implementation Fee (SAP)
Apr-12	272,500	\$1,279,028	\$660,788			\$1,939,816	n/a
May-12	287,500	\$129,028	\$660,788			\$789,816	n/a
Jun-12	302,500	\$129,028	\$660,788			\$789,816	n/a
Jul-12	317,500	\$129,028	\$660,788			\$789,816	n/a
Aug-12	332,500	\$129,028	\$660,788			\$789,816	n/a
Sep-12	347,500	\$129,028	\$660,788			\$789,816	n/a
Oct-12	362,500	\$129,028	\$660,788			\$789,816	n/a
Nov-12	377,500	\$129,028	\$660,788			\$789,816	n/a
Dec-12	392,500	\$130,689	\$660,788			\$791,477	n/a
Jan-13	407,500	\$2,300,000	\$846,952			\$3,146,952	\$9,299,678
Feb-13	422,500	\$0	\$846,952			\$846,952	\$9,299,678
Mar-13	437,500	\$0	\$846,952			\$846,952	\$8,068,072
Apr-13	452,500	\$1,035,000	\$846,952			\$1,881,952	\$7,664,819
May-13	467,500	\$0	\$735,840			\$735,840	\$6,226,567
Jun-13	482,500	\$0	\$735,840			\$735,840	\$5,823,314
Jul-13	497,500	\$0	\$735,840			\$735,840	\$5,427,743
Aug-13	512,500	\$0	\$735,840			\$735,840	\$5,032,172
Sep-13	527,500	\$0	\$735,840	\$400,000		\$1,135,840	\$4,636,602
Oct-13	542,500	\$0	\$735,840			\$735,840	\$4,441,233
Nov-13	557,500	\$0	\$735,840			\$735,840	\$4,245,864
Dec-13	572,500	\$0	\$735,840	\$400,000		\$1,135,840	\$4,050,496
Jan-14	587,500	\$0	\$499,068			\$499,068	\$3,897,391
Feb-14	602,500	\$230,000	\$499,068			\$729,068	\$3,820,783
Mar-14	617,500	\$0	\$499,068			\$499,068	\$3,514,176
Apr-14	632,500	\$0	\$499,068	\$400,000		\$899,068	\$3,437,568
May-14	647,500	\$0	\$499,068			\$499,068	\$3,360,961
Jun-14	662,500	\$0	\$499,068			\$499,068	\$3,284,354
Jul-14	677,500	\$0	\$499,068	\$400,000		\$899,068	\$3,207,746
Aug-14	692,500	\$0	\$499,068			\$499,068	\$3,131,139
Sep-14	707,500	\$230,000	\$499,068			\$729,068	\$3,054,532
Oct-14	722,500	\$0	\$499,068	\$400,000		\$899,068	\$2,747,924
Nov-14	737,500	\$0	\$499,068			\$499,068	\$2,671,317
Dec-14	752,500	\$0	\$499,068			\$499,068	\$2,594,709
Jan-15	767,500	\$0	\$470,112	\$400,000		\$870,112	\$2,495,747
Feb-15	782,500	\$0	\$470,112			\$470,112	\$2,396,785
Mar-15	797,500	\$0	\$470,112			\$470,112	\$2,297,823
Apr-15	812,500	\$230,000	\$470,112	\$400,000		\$1,100,112	\$2,203,551
May-15	827,500	\$0	\$470,112			\$470,112	\$1,879,280
Jun-15	842,500	\$0	\$470,112			\$470,112	\$1,785,008
Jul-15	857,500	\$0	\$470,112	\$400,000		\$870,112	\$1,692,280
Aug-15	872,500	\$0	\$470,112			\$470,112	\$1,599,551
Sep-15	887,500	\$0	\$470,112			\$470,112	\$1,506,823
Oct-15	902,500	\$230,000	\$470,112	\$400,000		\$1,100,112	\$1,425,731
Nov-15	917,500	\$0	\$470,112			\$470,112	\$1,114,640
Dec-15	932,500	\$0	\$470,112			\$470,112	\$1,033,548
Jan-16	947,500	\$0	\$470,112	\$400,000		\$870,112	\$730,067
Feb-16	962,500	\$0	\$470,112			\$470,112	\$426,585

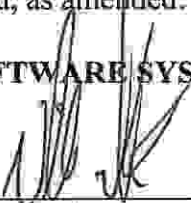
	System Subscribers	Implementation Fee	Monthly Fee	Subscriber Based Bonus	Additional Services (\$ADP)	Total Fee	Early Termination Fee (13.5%)
Mar-16	977,500	\$0	\$470,112			\$470,112	\$123,103
Apr-16	992,500	\$0	\$470,140			\$470,140	\$0
Totals		\$11,855,000	\$35,951,920	\$4,000,000	\$214,000	\$52,020,920	

**SCHEDULE 6
TO
MANAGED SERVICES AGREEMENT**

ENVELOPE AND STORAGE PARAMETERS

Effective from October 15, 2009, the undersigned parties accept this document as Schedule 6 to the Managed Services Agreement dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc., Amdocs Canadian Managed Services, Inc. and Amdocs Software Systems Limited, as amended:

**AMDOCS SOFTWARE SYSTEMS
LIMITED**

By: 
(Signature)

Name: NEVILLE THOMAS WALKER
(Typed or Printed)

Title: DEPUTY GENERAL MANAGER
(Typed or Printed)

Date: 13th JUNE 2013

**AMDOCS CANADIAN MANAGED
SERVICES INC.**

By: 
(Signature)

Name: Michael Couture
(Typed or Printed)

Title: SVP & CBE
(Typed or Printed)

Date: FEB 12 2013

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By: _____
(Signature)

Name: Stewart Lyons
(Typed or Printed)

Title: President
(Typed or Printed)

Date: _____

By: 
(Signature)

Name: Ryan Lausman
(Typed or Printed)

Title: VP Operations
(Typed or Printed)

Date: MAY 21, 2013

Amdocs Software Systems Ltd
First Floor Block S
Eastpoint Business Park
Dublin 3
Ireland

Registered No. 297097 and Confidential

Envelope Parameters

Background

The Envelope Parameters specified in the table immediately below represent the mutually agreed sizing and capacity assumptions relating to the Outsourcing Services. As part of its Outsourcing Services-related responsibilities, Amdocs and DAVE shall continuously monitor the Envelope Parameters and, in mutual consultation, proactively engage in capacity planning aimed at avoiding having any of the Envelope Parameters exceed their respective metric for longer than the applicable Tolerance Period specified in the table below.

In connection with Amdocs' capacity planning activities, to the extent it reasonably is able to do so, DAVE shall provide Amdocs with advance notice of any known event which will make the Envelope Parameters exceed their respective metric for longer than the applicable Tolerance Period. If an Envelope Parameter exceeds its respective metric, to the extent such exceeding of the respective metric is responsible for Amdocs failing to achieve a CPS, Amdocs may seek CPS "exclusion(s)" pursuant to the applicable section(s) of the SLA: Creditable Performance Specifications Schedules 10A & 10B of the Agreement (the "SLA Schedule"). If an Envelope Parameter exceeds its respective metric for longer than the Tolerance Period, to the extent such exceeding of the respective metric is responsible for Amdocs failing to achieve a CPS, Amdocs shall be excused from performing in accordance with the applicable CPS(s). If an Envelope Parameter exceeds its respective metric for longer than the Tolerance Period, Amdocs shall propose to provide Additional Services to DAVE to expand the Envelope Parameters.

Notwithstanding anything herein to the contrary, DAVE shall not be obligated to pay any additional fees or costs, including, without limitation, an increase in the Monthly Fees, arising from exceeding the Envelope Parameters unless and except to the extent, set forth in an Order for Additional Services mutually agreed by the Parties in accordance with the Agreement.

Notwithstanding anything herein to the contrary, Amdocs shall not be obligated to provide any Additional Services, including, without limitation, any Services resulting from or in preparation for exceeding any Envelope Parameter's respective metric for longer than the applicable Tolerance Period, unless and except to the extent, set forth in an Order for Additional Services mutually agreed by the Parties in accordance with the Agreement.

Table Definitions

CPSs Impacted (from SLA Schedule)	This indicates that there may be a CPS impact if the applicable Envelope Parameter metric is exceeded beyond its metric value which may result in Amdocs seeking an "exclusion" of the listed CPS(s) pursuant to the applicable section(s) of the SLA Schedule, to the extent such exceeding of the metric is responsible for Amdocs failing to achieve such CPS. The specific CPS(s) that may be impacted are contained the SLA
-----------------------------------	--

	Schedule.
Hardware, Software, Storage and Staffing columns	A checkmark in the "Hardware," "Software," "Storage" or "Staffing" columns represents the areas of cost that might be impacted if the applicable Envelope Parameter metric is exceeded beyond its Tolerance Period.
Concurrent Users	The number of DAVE simultaneous connections (human or automated) to the applicable system (e.g., web server, Citrix, API, DB, etc.) that have the capability to request such system to execute a transaction.
Tolerance Period	The Tolerance Period column represents the consecutive number of calendar days by which an Envelope Parameter metric is allowed to exceed its metric before Amdocs may propose to provide Additional Services to DAVE to expand the applicable Envelope Parameters, as described above. The Tolerance Period must be exceeded on a daily basis for each day for the entire length of the Tolerance Period (excluding holidays and non-business hours) to give rise to Amdocs' ability to propose an Order for Additional Services as set forth herein. (For example, DAVE must have more than 200 Concurrent Users of AMSS software for the entire 20 day Tolerance Period assuming 1M System Subscribers.)
Monthly Fee & Growth Increment	An estimate of the approximate cost (measured in an increase in Monthly Fees or otherwise) to increase the applicable Envelope Parameter metric by the applicable metric increase amount set out in the chart below (i.e., growth increment).
General	
The Envelope Parameters may need to be altered, added or removed throughout the Term of the Agreement as products and/or functionality changes. All such alterations, additions and/or removals shall be implemented by the Parties' mutual written agreement.	

Envelope Parameter	Metric	Hardware	Software	Storage	Staffing	Tolerance Period (days)	Comments and Notes	Description of Envelope Parameter	Monthly Fee & Growth Increment (\$ CAD)
Production									
AMSS Concurrent Users per 1,000 System Subscribers	1.6	✓	✓	✓	✓	20	Example: (1M System Subscribers /1,000)*1.2 = 1200 Concurrent Users. The growth increment of 200 would take the Concurrent Users to 400 while keeping the total System Subscribers the same.	Number of Concurrent Users of the AMSS software per 1,000 System Subscribers.	\$8,880 to add an additional 200 Concurrent Users to the metric
Customer Interaction Manager (CIM) Concurrent Users per 1,000 System Subscribers	0.3	✓	✓	✓	✓	20	Example: (1M System Subscribers /1,000)*.30 = 300 Concurrent Users. The growth increment of 200 would take the Concurrent Users to 500 while keeping the total System Subscribers the same.	Number of Concurrent Users of the CIM software per 1,000 System Subscribers.	\$17,195 to add an additional 200 Concurrent Users to the metric
ASAP Concurrent Users per 1,000 System Subscribers	2.5	✓	✓	✓	✓	20	Example: (1M System Subscribers /1,000)*2.1 = 2100 Concurrent Users. The growth increment of 200 would take the Concurrent Users to 600 while keeping the total System Subscribers the same.	Number of Concurrent Users of the ASAP software per 1,000 System Subscribers.	\$9,682 to add an additional 200 Concurrent Users to the metric
Billing cycles	30	✓	✓	✓	✓	N/A		The number of billing cycles for the Amdocs Systems in any given month with of a maximum of 1M System Subscribers	\$287,500 annually plus a \$460,000 setup fee for each additional billing cycle

Envelope Parameter	Metric	Hardware	Software	Storage	Staffing	Tolerance Period (days)	Comments and Notes	Description of Envelope Parameter	Monthly Fee & Growth Increment (\$ CAD)
								for all bill cycles combined.	
Network Events per System Subscriber per day	27	✓	✓	✓	✓	20	Example: 1.0M System Subscribers * 97 Network Events per day = 97.0M Network Events per day.	The total amount of Network Events per System Subscriber in a single day. A "Network Event" as used in this Schedule means a session request to SCP for Voice, SMS, MMS and Data.	\$8,502 for an additional 5 Network Events per System Subscriber per day
API Transactions per hour per 1,000 System Subscribers	24	✓	✓	✓	✓	20	Example: (1M System Subscribers / 1,000) * 24 = 24,000 API Transactions per hour	Total number of API Transactions per hour per 1,000 System Subscribers the Amdocs Systems are requested to process. "API Transactions" means all requested transactions within the API application.	\$6,496 for an additional 10,000 API transactions per hour per 1,000 System Subscribers
Prepaid Busy Hour Call Attempts (BHCA)	9	✓	✓	✓	✓	20	Example: 1M System Subscribers * 1.6 = 1.6M BHCA per busiest hour	BHCA is the number of Pre-Paid Events attempted per System Subscriber at the busiest hour of a single day (e.g., between 2:00 p.m. central time and 3:00 p.m. central time).	\$9,067 to add an additional 0.01 BHCA to the metric

Envelope Parameter	Metric	Hardware	Software	Storage	Staffing	Tolerance Period (days)	Comments and Notes	Description of Envelope Parameter	Monthly Fee & Growth Increment (\$ CAD)
								"Pre-Paid Events" means all events received by the Prepaid system to be processed.	
Training									
Number of training environments hosted by Amdocs	2	✓	✓	✓	✓	N/A		On a permanent basis following Acceptance of the Amdocs Systems, Amdocs will provide two (2) hosted training environments.	\$3,476 to add an additional 1 to the metric
Number of Concurrent Users per training environment hosted by Amdocs	25	✓	✓	✓		N/A		Maximum number of Concurrent Users per single training environment.	Each additional group of 25 Concurrent Users per training environment: \$270,000 plus a \$40,000 annual fee.
Number of accounts across all training environments hosted by Amdocs	500			✓		N/A		The number of synthetic System Subscriber BANs that will be used for the training environments.	\$946 to add an additional 200 to the metric
UAT/TTV/ST									
Number of testing environments hosted by Amdocs	3	✓	✓	✓	✓	N/A		Total number of separate testing environments concurrently hosted by Amdocs.	\$4,577 to add an additional 1 to the metric

Envelope Parameter	Metric	Hardware	Software	Storage	Staffing	Tolerance Period (days)	Comments and Notes	Description of Envelope Parameter	Monthly Fee & Growth Increment (\$ CAD)
Number of Concurrent Users per testing environment hosted by Amdocs	20	✓	✓	✓		N/A		Maximum number of Concurrent Users that can access any single testing environment hosted by Amdocs.	Each additional group of 30 Concurrent Users that can access any single testing environment: \$230,000 plus a \$40,000 annual fee, per environment
Number of accounts across all testing environments hosted by Amdocs	200			✓		N/A		The number of synthetic System Subscriber BANs that will be used for the testing environments.	\$946 to add an additional 200 to the metric

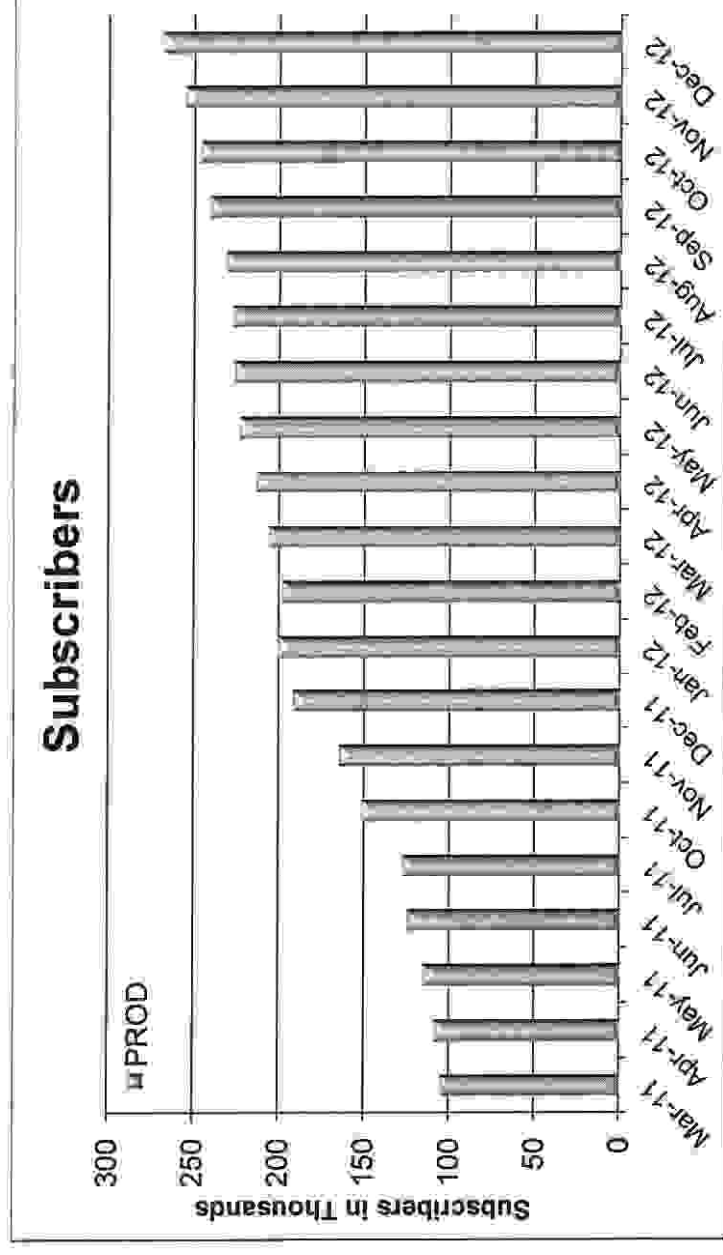
Storage Parameters

The storage parameters specified in the table below represent the agreed storage sizing assumptions relating to the Services. Amdocs and DAVE continuously shall monitor the storage parameters and, in mutual consultation, proactively engage in storage capacity planning. In connection with Amdocs' storage capacity planning activities, to the extent it reasonably is able to do so, DAVE shall provide Amdocs with advance notice of any significant, known increases or decreases in DAVE' storage capacity requirements. Notwithstanding anything to the contrary, DAVE shall only be liable for additional fees or costs to the extent set forth in an Order for Additional Services mutually agreed by the Parties in accordance with the Agreement. Notwithstanding anything to the contrary, Amdocs shall not be obligated to provide any Additional Services, including, without limitation, any Services (including, without limitation, providing any increased, additional, or enhanced storage capacity or related features or services) as a result of, or in preparation for, exceeding any Storage Parameter or exceeding any available online or offline amounts as specified below, unless and except to the extent, set forth in an Order for Additional Services mutually agreed by the Parties in accordance with the Agreement.

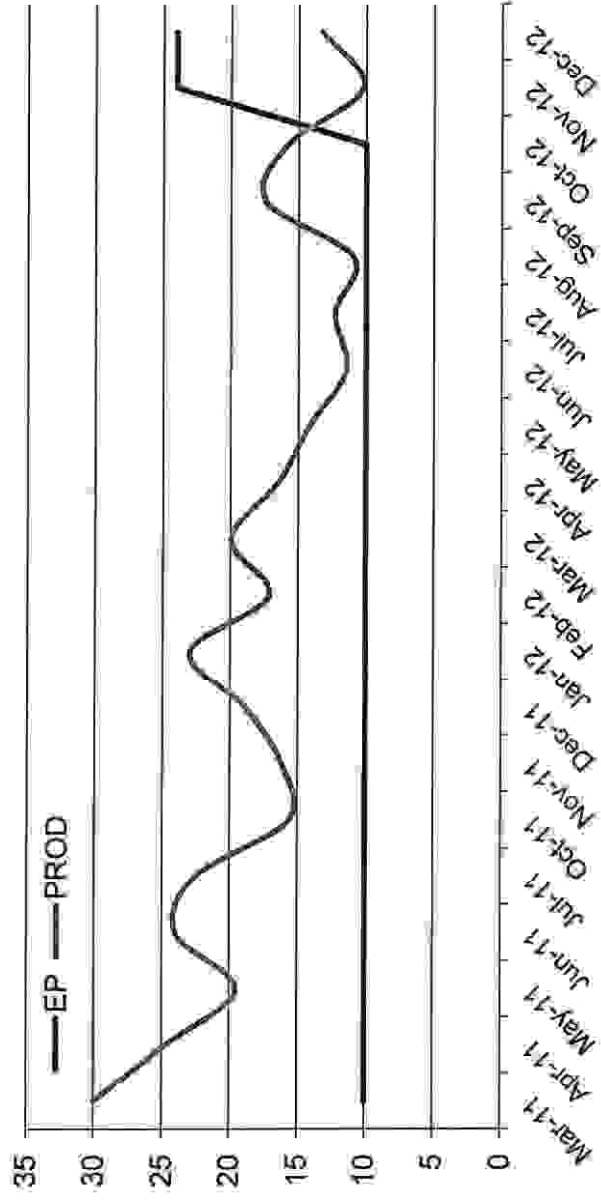
Note: The applicable amounts in the "Available Online", and "Offline" columns below are consecutive (not concurrent), with online availability to be provided first. For example, the most recent twelve (12) months of Active Subscriber data is available online, and the next sixty (60) months of Active Subscriber data is available offline.

Storage Parameter	Available Online	Offline	Unit of measurement	Comments	Description of Parameter
Active Subscriber info (such as charges, memos, service agreements, etc.)	12	60	Month		Number of months Active Subscriber accounts in the Amdocs Systems include all information associated with the applicable Active Subscriber.
Suspended or cancelled accounts and/or Subscribers	6	60	Month		Number of months Subscriber accounts that are suspended or cancelled include all information associated with the applicable Subscriber.
Order History (Equipment/Device)	12	-	Month		Number of months information about the history of the order for the Subscriber is stored in the Amdocs Systems.
RAW Events	5	-	Days		Number of days CDRs not yet processed into the Amdocs Systems are stored in the Amdocs Systems (in the format they arrive from the network) assuming daily CDR processing is taking place successfully.
Processed Events (in rated events DB)	3	69	Month		Number of months events processed in the Amdocs Systems are stored in the Amdocs Systems.
Subscriber Bill Images	3	-	Month		Number of month bill images available for viewing with Care and AMSS are stored in the Amdocs Systems.
Application Logs	7		Days		Number of days application logs used for debugging purposes are stored in the Amdocs Systems.
Security Logs	14		Days		Number of days monitoring logs of the Amdocs Systems are stored in the Amdocs Systems.
Monthly Bill Images	4	80	Months		Number of months system generated Subscriber bill images containing monthly bill and payment information are stored in Amdocs Systems
Subpoena Records	12	24	Months		Number of months processed Voice and SMS CDRs are stored in the Amdocs systems.

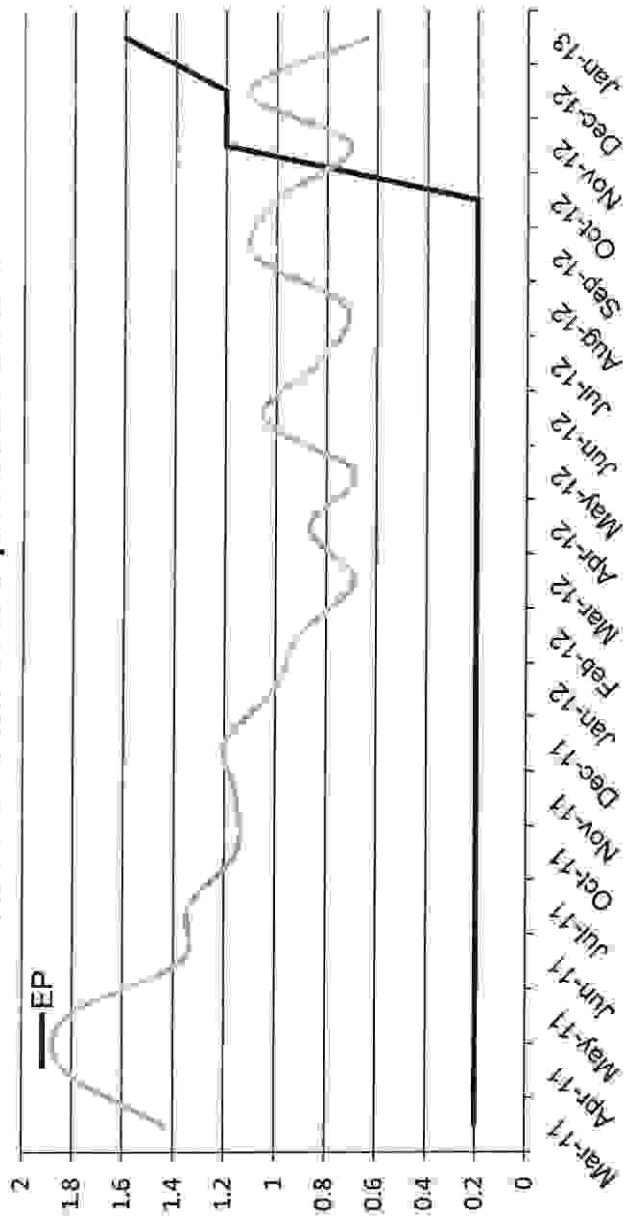
Appendix A

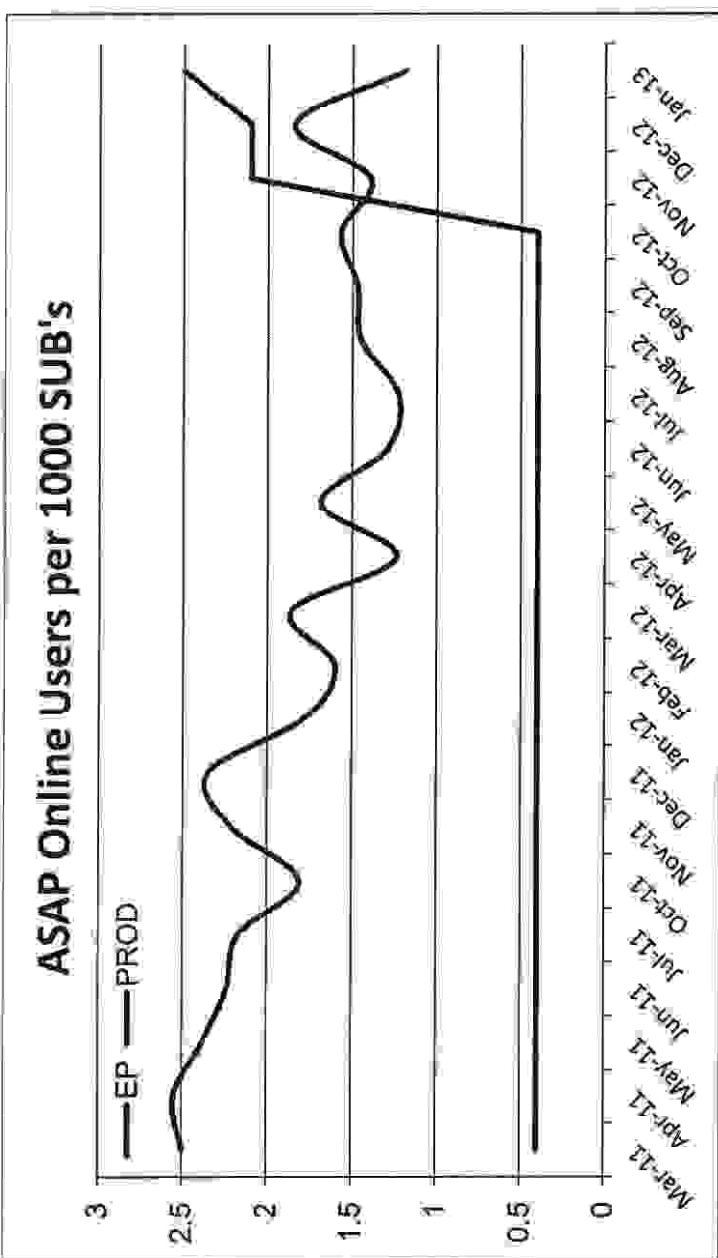


Peak Hour API Calls per 1000 SUBs

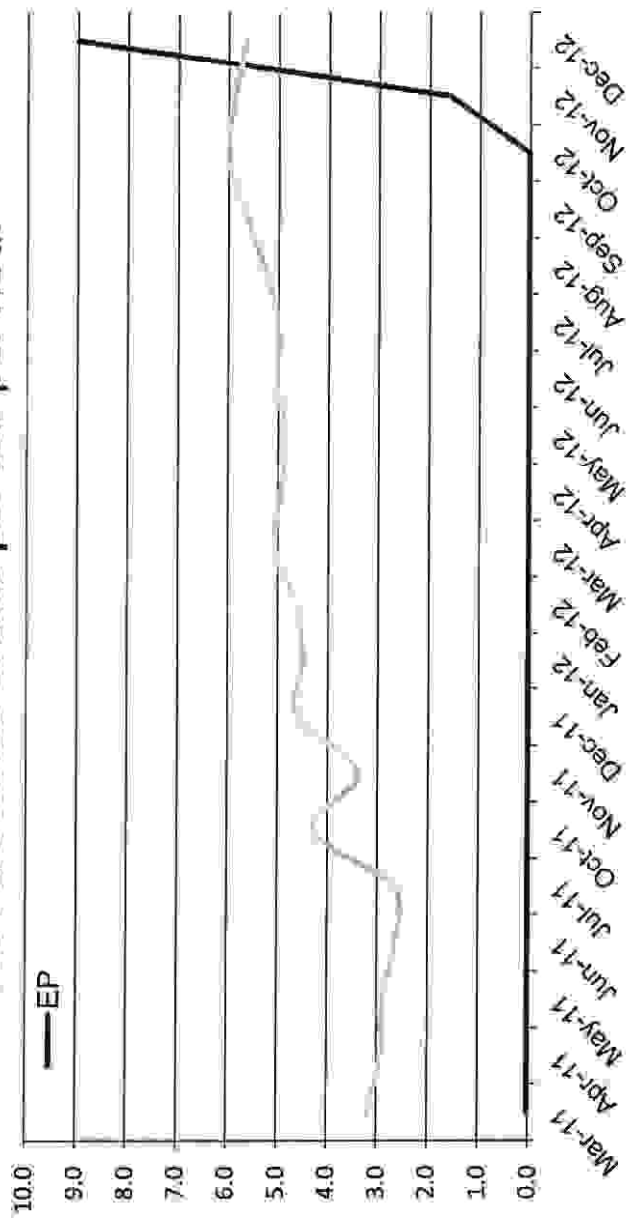


AMSS Online Users per 1000 SUB's

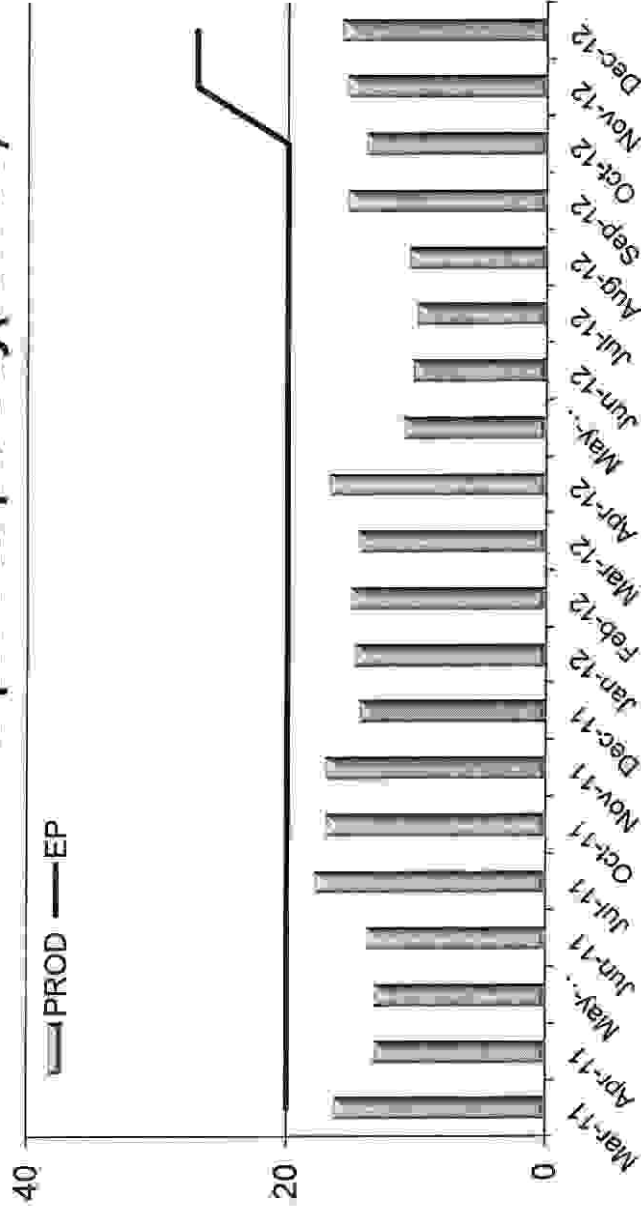




Pre-Paid Rated Events per sub per Hour



Network Events per Sub per Day(XACCT)



Appendix B

List of available APIs

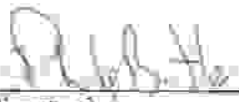
External/API's	
BanServicesAPIGetCustSecurityInfoOperation	Get Customer Security Information
SubscriberServicesAPIGetSubscriberListOperation	Get list of subscribers based on input BAN
EquipmentServiceReturnDeviceOperation	Update the billing system inventory for a return device transaction
PaymentsServicesCreatePaymentOperation	Perform a payment transaction
BanFinanceServicesCalculateTaxOperation	Calculate and retrieve tax based on input amount and province.
SecurityServicesAPIChangeUserPasswordOperation	Change password for the input user
SubscriberServicesAPILoadBalanceOperation	Retrieve Account and subscriber information
EquipmentServiceGetDeviceStatusOperation	Get Handset information
PaymentsServicesSetEnrollmentOperation	Update Account with enrollment information
RetailServicesLoadBanDetailsOperation	Get Account level details
RetailServicesLoadSubscriberDetailsOperation	Get Subscriber level details
EquipmentServicePurchaseDeviceOperation	Update the billing system inventory for a purchase device transaction
PaymentsServicesGetEnrollmentOperation	Get enrollment information from billing database.

**SCHEDULE 7
TO
MANAGED SERVICES AGREEMENT**

IMPLEMENTATION SERVICES

The undersigned parties accept this document as Schedule 7 to the Managed Services Agreement dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc., Amdocs Canadian Managed Services, Inc. and Amdocs Software Systems Limited:

**AMDOCS SOFTWARE SYSTEMS
LIMITED**

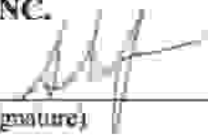
By: 
(Signature)
Name: Philip Butler
(Typed or Printed)
Title: Assistant Secretary
(Typed or Printed)
Date: 24 05 2010

**AMDOCS CANADIAN MANAGED
SERVICES, INC.**

By: 
(Signature)
Name: Scott McLaughlin
(Typed or Printed)
Title: VP & General Counsel
(Typed or Printed)
Date: APR 15 2010

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By: 
(Signature)
Name: David Johnson
(Typed or Printed)
Title: CEO
(Typed or Printed)
Date: 4/13/10

By: 
(Signature)
Name: Steven L. Lyne
(Typed or Printed)
Title: VP
(Typed or Printed)
Date: April 14 2010

The purpose of this **Schedule 7** is to provide a general description of the implementation and approach to achieve commercial availability of the Amdocs Systems for DAVE's Subscribers. This Schedule addresses, at a high-level, the preparation and implementation of the Amdocs Systems, and operational support of the Amdocs System, for DAVE.

The Parties acknowledge and agree that this **Schedule 7** is intended to generally describe the principal Implementation Services and that not all the Implementation and Services are set forth in this Schedule. Any Services that are not described in this **Schedule 7** or elsewhere in the Agreement that are an inherent part of the Services described in this Schedule are reasonably required for the proper implementation of the Amdocs Systems, are not set forth in the Agreement as the responsibility of DAVE or a Third Party, shall be deemed to be included within the scope of the Implementation Services to be provided by Amdocs without any additional charge or cost in excess of the fees and charges otherwise payable by DAVE to Amdocs for such Implementation Services under the Agreement.

Included in this document are general descriptions of the following:

Section 1 of this Schedule defines the scope of the implementation of the Managed Systems.

Section 2 of this Schedule defines the Project approach which will be finalized and mutually agreed upon as a result of the Scoping closure effort, to include the following categories:

- a) Managed Systems implementation
- b) Timeline Construct

1. SCOPE & DEFINITIONS

1.1. Scope

All aspects related to the scope and business processes supported by the Managed Systems are described in **Schedules 1 and 4**.

1.2. Definitions

The following defined terms shall apply to this Schedule.

“Acceptance Criteria” means the test cases and other criteria that the software component, product, or system must satisfy in order to be deemed in compliance with the Specifications and, therefore, to be accepted by DAVE, as will be agreed in writing by the Parties.

“BV” means billing validation, whereby testers validate that the results of billing cycle and/or billing event processing meets the expected results.

“CTL” means the management process of ordering and implementing all Amdocs Third Party hardware and software.

“Defect” means a material inconsistency of the software and hardware with the applicable

Specifications.

“**ITV**” means the independent testing validation team that is a pre-production test team made up of Amdocs Personnel, and whose task it is to certify all code prior to delivery to the production environments.

“**Production**” means commencement of actual operational use of the Managed Systems for DAVE’s Subscribers.

“**Project**” means the project to implement the Managed Systems for DAVE, in accordance with the Agreement.

“**RT Maintenance**” means maintenance performed in the reference tables used by the Managed Systems.

“**Soft Launch**” means the release of product or service to a limited audience. Soft-launching is a method for gathering data on a product's usage and acceptance in the marketplace, before making it generally available.

“**Specifications**” means the, with reference to the Managed Systems, the Acceptance Criteria and the HLD.

“**SQA**” means software quality assurance or testing.

“**UAT**” means user acceptance testing.

“**UV**” means usage validation, whereby testers validate that the results of usage processing and/or usage event processing meets the expected results.

2. IMPLEMENTATION SERVICES APPROACH

2.1. System Implementation

Amdocs will provide a single software solution, the Managed Systems, which will support all DAVE requirements (as agreed and specified in the Specifications), on one consolidated product-based platform within a Managed Services program as described in the Agreement that meets DAVE’s current and future business needs. The Amdocs Systems implementation will also contain the interfaces and all DAVE scope described in **Schedule 4A**.

The Managed Systems will be commercially available to DAVE for Subscriber activations on or before the date specified in **Schedule 11** of the Agreement.

2.2. Timeline

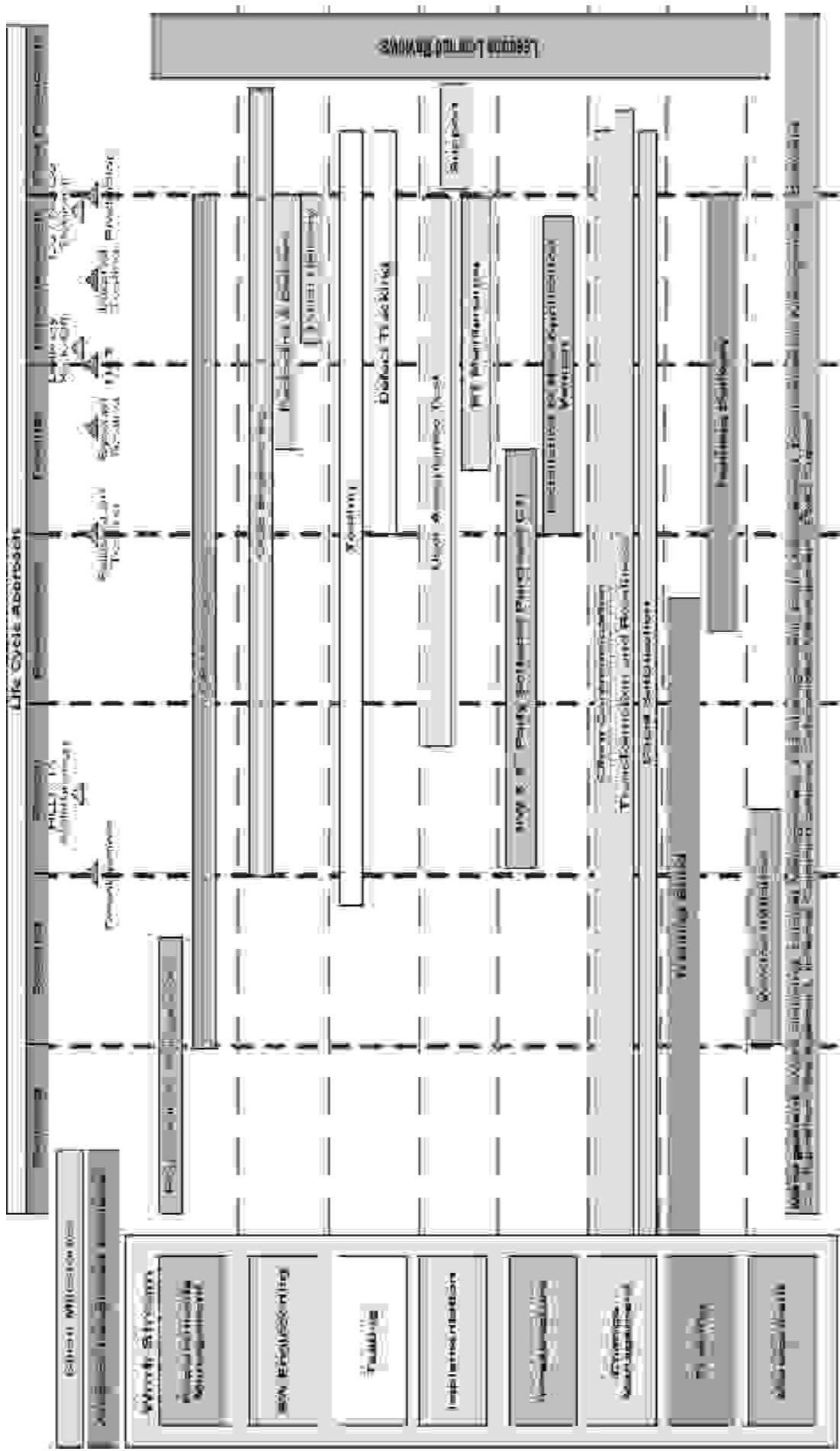
See **Schedule 11** for the applicable timeline.

2.3. Acceptance

Acceptance of the Managed Systems shall be determined as described in Section 2.4.6 below.

2.4. Standard Life Cycle Methodology

Figure 1: High Level deployment of Managed Systems for DAVE according to the Amdocs Standard Life Cycle Methodology



2.4.1. Introduction

- a) Amdocs utilizes a standard life-cycle methodology for systems implementation based on experiences and best practices for large-scale, complex system integration efforts (see Figure 1).
- b) This lifecycle approach as presented to DAVE depicts stages where the appropriate work stream(s) will engage. The Parties acknowledge that in the event that multiple production releases are required to meet the DAVE launch date, development of concurrent versions may require overlaps based on deliverables for specific releases.
- c) Amdocs performs a readiness review at the beginning of each project stage. All relevant criteria and quality gates must be met before the Project can proceed to the next stage.
- d) Figure 1 above contains an illustrative timeline for all program workstreams, demonstrating the number of parallel workstreams engaged throughout the project. The specific timing of each activity within a workstream is subject to change during the Scoping phase. The actual program plan and its associated timeline is addressed in Schedule 11.

2.4.2. Planning

This stage includes a combined effort with all work streams to produce an integrated program plan and reduce overall risk in the Project. This stage will be performed in conjunction with the DAVE Project leadership.

2.4.3. Scoping

The Scoping phase integrates the work streams in order to produce an integrated program scope. Requirements analysis includes collection and analysis of DAVE's business requirements. At the end of this phase, the scope will be closed from a functional content (e.g. the final list of business requirements) and a budget perspective.

Prior to the initial production deployment of the Managed Systems, the following activities must be completed:

- a) The core solution is defined. Any changes that are required to support DAVE's business needs will be identified and added.
- b) Scoping is a joint phase, and DAVE's completion of the following activities is required for a successful implementation:
 - Identifying key stakeholders and nominating Solution Verification process leads and teams

- Assigning relevant stakeholders, including technical and business preventatives, per main functional area or product
 - Ensuring timely and efficient review of deliverables by all relevant teams and stakeholders, and identifying whether there are additional considerations or business requirements that might impact the Implementation Services.
- c) The deliverable for this stage is the High Level Design (HLD), which describes the approach for implementing the solution, and covers the core solution and the required changes for each business process; the solution architecture; the business solution; and the external interfaces.

Following receipt and review of the HLD, DAVE will sign off on the HLD to confirm completion of the deliverable and allow the Project to proceed to the Design stage. The sign-off of the HLD will occur no later than November 30, 2009. During the scoping phase, the working teams will be required to close open issues in a timely manner as per agreement. The HLD report will be considered accepted if DAVE does not provide written notice to the contrary, including sufficient explanation as to its concerns to enable Amdocs to address any deficiencies.

In the event that HLD sign-off does not occur on or before November 30, 2009, Amdocs will use commercially reasonable efforts to incorporate DAVE feedback into the HLD documents and alter the solution where possible without imposing unmitigated risk to the overall program timeline. Any HLD feedback from DAVE, provided after November 30, 2009, that causes significant risk to the program timeline will be documented and delivered to DAVE in order to determine the appropriate course of action. Any change requiring an alteration of the program scope and/or timeline will be documented as per Schedule 13. In absence of specific written feedback from DAVE for those HLD documents listed in Schedule 4A, Amdocs will complete the Design and Development phases of the program based on the HLD documents delivered to DAVE as they exist on January 25, 2010.

Amdocs will alter the Customer Uses Service (CUS) HLD to incorporate the DAVE Rate Card (Product Catalogue v41 mc and rl Feb 16 2010 - Amdocs.xlsx), along with other required changes, subject to agreement on the technical solution and commercial agreement associated with these changes, in writing, in accordance with Schedule 13. DAVE will review and approve this HLD in a timely manner following the delivery of the revised document by Amdocs.

During the Scoping phase of all subsequent releases of the Managed Systems, requirements analysis will include the collection and analysis of DAVE's submission of Change Requests. At the end of this phase, the scope should be closed from content (list of CRs) and budget perspective.

2.4.4. Design

- a) The “Design” stage introduces the high-level (impact assessment) and detailed design of the agreed-upon changes to be made to the Managed Systems code and data model that will support the agreed functionality.
- b) As part of Design preparation, business meetings will be required with DAVE business people to close open issues.
- c) During this stage, Amdocs will develop the functional specifications, interface designs, and configuration designs.
- d) Also included in this stage are impact assessment walkthroughs on high-level design, screen layout, reports, and interfaces, as well as development readiness reviews.
- e) Other activities performed by Amdocs during the Design stage are:
 - Definition and documentation of design testing activities for all testing levels (activities are documented in the Test Plan to be agreed by the Parties).
 - Preparation of the infrastructure plan for setting up the development and testing environments, as well as preparation of the technical release notes for the version.
- f) During this stage, DAVE and Amdocs will also be responsible for the following activities, as indicated:
 - DAVE will provide to Amdocs the required business information to complete design.
 - The Parties will jointly collect and review the relevant data to populate the Reference Tables (RT) based on DAVE’s business needs.
 - Amdocs will define the needs and provide the values.

2.4.5. Development

- a) The “Development” stage provides for the new version development, including incorporation of the Changes to all affected Software units as was defined during the version design activities.
- b) Other activities performed during the Development stage are:
 - Completion of the design for testing activities started during the Design stage and execution of unit testing.
 - Verification of functionality, solutions, and full coverage of Change Requests (“CRs”) and their requirement traceability along the test design.

- Preparation for the testing stage is completed during the Development stage.

2.4.6. Testing

- a) The “Testing” stage includes the testing of the Managed Systems by Amdocs personnel (i.e., system test, ITV, BV, UV and the support of UAT). Such testing will utilize the test cases, scenarios, and calendars created during the detailed test design process. These tests are matrixed with a comprehensive traceability matrix and are mapped to requirements from the “Scoping” stage.
- b) Other activities performed during the Testing stage are:
 - Creation of a detailed test strategy that includes strict entry and exit criteria before moving to production.
 - Tracking and management of defects reported during the testing of Managed Systems applications until the defects are closed. Defects can be reported on the production system or during any testing level (subsystem, system, and so forth).
 - Training (training that is conducted during the Testing stage measures the capabilities of executables used for training).
 - Dave is responsible for providing to Amdocs any data of DAVE’s third party vendors that are required for the testing as per the roles and responsibilities detailed in Schedule 9.
- c) Acceptance tests before the Soft Launch will be conducted at DAVE’s premises to demonstrate that the Managed Systems operate in conformity with the Specifications. Further emphasis during this period will be placed on careful checking of the operational readiness of the Managed Systems for deployment.
- d) During the Acceptance Testing period, DAVE will perform UAT in order to determine if the Managed Systems meet the Acceptance Criteria. Amdocs will support and provide hot fixes as required. On a periodic basis, as detailed in Schedule 9, Amdocs will refresh the Acceptance Testing environment with a new build of the Managed Systems. Before providing the new build, Amdocs will perform a sanity test with the new build.
- e) Amdocs’ deliverables for this stage include a report that addresses the Acceptance Criteria previously determined as part of the Scoping stage, as well as a Production Readiness Review.
- f) The conclusion of the Acceptance Testing phase, planned for April 1, 2010, includes DAVE’s acceptance of the Managed Systems. The Managed Systems will be considered accepted if DAVE does not provide written notice to the contrary, including sufficient explanation as to its concerns to enable Amdocs to address any deficiencies, following commencement of UAT and the period for review specified in the Project Plan. Additionally, the Acceptance Testing period will be completed, and

Acceptance will be considered to occur upon the commencement of the Soft Launch of the systems.

2.4.7. Implementation

The “Implementation” stage takes a program-oriented view of all deployment activities to provide a structured and consolidated deployment across the program. Quality assurance gates are introduced to ensure that process-aligning deployment activities are in line with our integrated teams and DAVE. Detailed implementation and launch plans are key to the success of the overall implementation.

2.4.8. Post-Production

- a) The “Post-Production” stage provides an integrated framework for setting up the ongoing support function (OGS) with DAVE, including, but not limited to, defect handling, production testing, and ongoing maintenance.
- b) The following table summarizes key implementation activities and the anticipated leader of the respective area. This table only references key activities and is not a comprehensive roles and responsibilities chart. The Parties’ roles and responsibilities are set forth in **Schedule 9**.

Phase	Activity	DAVE	Amdocs
Scoping	Requirements confirmation	Participant	Lead
	Detailed Walk Through (DWT)	Participant	Lead
	High Level Estimation Preparation		Lead
	Provide High Level Estimation to DAVE	Support	Lead
Design	High Level design	Visibility	Lead
	HLD Preparation + Internal Reviews		Lead
	HLD Walk through with DAVE	Participant	Lead
	Revised HLD and Delivery	Participant	Lead
Development	Detailed Design		Lead
	Screen / Process Review and Tune-Up	Participant	Lead
	Programming	Participant	Lead
	Subsystem Test	Visibility	Lead
Testing	System Test	Visibility	Lead
	UAT	Lead	Participate
	Statement Validation	Participant	Lead
	ITV	Visibility	Lead
	Usage Validation	Participant	Lead

Phase	Activity	DAVE	Amdocs
Implementation	Workforce Readiness Review	Participant	Lead
	PMO	Participant	Lead
	Business Readiness Review	Participant	Lead
	User Communications	Lead	Visibility
	Implementation and construction	Participant	Lead
	Acceptance of the System Based on defined criteria	Lead	Participant
	Deployment Kick-offs	Participant	Lead
Deployment	Production Readiness Review	Participant	Lead
	Go/No Go	Lead	Participate
Post-Launch	Production Support	Visibility	Lead
	Lesson Learned	Lead	Participate

2.5. Train the Trainer Services Related to the Managed Systems Operations

2.5.1. Amdocs will provide DAVE with “Train-the-Trainer” training services and will create and maintain training environments for the Amdocs Systems for DAVE. Amdocs will deliver the Train-the-Trainer Services as per the Project Plan specified in **Schedule 11**. The instructor-led training is comprised of the following three main phases:

- a) Course materials
- b) Online training environment setup and installation
- c) Training delivery sessions

2.5.2. Amdocs’ Train-the-Trainer Services for the Amdocs Systems include three (3), three (3) day, instructor-led courses, which includes training materials and the following:

- a) Presentations providing overviews and detailing the functionality of the Amdocs Systems.
- b) Web-based training materials, which Amdocs will supply to DAVE in a format to be mutually agreed between the Parties.
- c) Exercises providing selective examples to be carried out in the online training environment. With assistance from DAVE, exercises and examples provided in training material will include DAVE specific data examples and key business processes or needs (i.e., provinces, offers).

2.5.3. Amdocs’ Train-the-Trainer Services for the Amdocs Provided Third Party Systems include one day of instructor-led training for each application defined in **Schedule 2-A**, which includes training materials and the following:

- a) Presentations providing overviews and detailing the functionality of the Amdocs Provided Third Party Systems.

- b) Student handouts and other training materials, which Amdocs will supply to DAVE in a format to be mutually agreed between the Parties.
 - c) Exercises providing selective examples to be carried out in a non-production environment. With assistance from DAVE, exercises and examples provided in training material will include DAVE specific data examples and key business processes or needs.
- 2.5.4. Amdocs will provide initial support for the training of DAVE Personnel as part of Implementation Services, including the following:
- a) Technical management of the training environment
 - b) Providing technical support and consultation for training planning, strategy, and methodology
 - c) Providing technical support and consultation for training data creation and gathering
 - d) Provide Train the Trainer training Services before the Soft Launch
 - e) Prepare training environment for training
 - f) Execute required jobs and processes to support training or the training environment

2.6. Business Parameter, Security and Operational Table Population

- 2.6.1. As part of the Implementation Services, Amdocs will lead DAVE through the process of establishing, requesting and setting up the business parameters necessary to support the availability of the Managed Systems. The work for establishment of such business parameter tables (“BPT”) needs to be approximately 50% completed before the start of Amdocs unit tests, 75% completed before the start of Amdocs’ system test, and 100% completed before the start of UAT.
- 2.6.2. DAVE will be responsible for approving tables on a daily basis before being pushed into the production environment as detailed in Schedule 9.
- 2.6.3. Amdocs will provide Services including the population of BPT, price plans, and System tables based on DAVE’s business information and Amdocs’ recommended methodologies (to the extent approved by DAVE). DAVE shall have inquiry access to the tables for verification and audit purposes.

**SCHEDULE 8
TO
MANAGED SERVICES AGREEMENT**

OUTSOURCING SERVICES

The undersigned parties accept this document as Schedule 8 to the Managed Services Agreement dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc., Amdocs Canadian Managed Services, Inc. and Amdocs Software Systems Limited.

**AMDOCS SOFTWARE SYSTEMS
LIMITED**

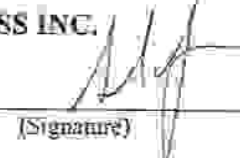
By: 
(Signature)
Name: Mike Suter
(Typed or Printed)
Title: Assistant Secretary
(Typed or Printed)
Date: 15 May 2010

**AMDOCS CANADIAN MANAGED
SERVICES, INC.**

By: 
(Signature)
Name: Derek Redding
(Typed or Printed)
Title: VP & Senior CSE
(Typed or Printed)
Date: APR 15 2010

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By: 
(Signature)
Name: DAVE DUBBIN
(Typed or Printed)
Title: CEO
(Typed or Printed)
Date: APRIL 13 / 10

By: 
(Signature)
Name: Stewart Lyne
(Typed or Printed)
Title: CEO
(Typed or Printed)
Date: APR 11 2010

1. INTRODUCTION

- 1.1. The Outsourcing Services are comprised of the following principal Services categories:
 - a) Service Delivery Management
 - b) Data Center and IT Operations
 - c) Billing Operations
 - d) Application Support
- 1.2. CPSs for the Services are set forth in Schedule 10.
- 1.3. Outsourcing Services are expected to be continuous and uninterrupted 24 hours per day, 365 days per year (referred to as "24x7x365"), except as otherwise agreed by the Parties from time to time in advance. Notwithstanding the foregoing, DAVE acknowledges that Amdocs will maintain and update the Managed Systems during the "Maintenance Windows" set forth in Schedule 10. If DAVE has specific needs to keep the Managed Systems available during such Maintenance Windows, Amdocs will try to accommodate these requests in good faith and at Amdocs' reasonable discretion. Amdocs will advise DAVE of Amdocs' maintenance needs during the weekend portion of the Maintenance Window in order to support DAVE's business scheduling needs (i.e., staffing).
- 1.4. Descriptions of these principal Outsourcing Services are provided in this Schedule. Further details of the Parties' roles and responsibilities with respect to the descriptions herein are specified in Schedule 9.
- 1.5. Attachment A to this Schedule identifies a subset of specific business events that are expressly either included within or excluded from the scope of the Outsourcing Services. The Attachment A is provided solely for clarification purposes and is not intended to represent an exhaustive list of Services or Outsourcing Services to be provided under the Agreement.
- 1.6. The Parties agree that this Schedule 8 is intended to generally describe the principal Outsourcing Services listed above and that all the Outsourcing Services are not set forth in this Schedule. Any Services that are not described in this Schedule 8 or elsewhere in the Agreement that are an inherent part of the Outsourcing Services and are reasonably required for the proper performance or provision of the Outsourcing Services or the Managed Systems to DAVE in accordance with the Agreement that are not set forth in the Agreement as the responsibility of DAVE or a Third Party shall be deemed to be included within the scope of the Outsourcing Services to be provided by Amdocs without any additional charge or cost in excess of the fees and charges otherwise payable by DAVE to Amdocs for such Outsourcing Services under the Agreement.

2. SERVICE DELIVERY MANAGEMENT

2.1. General

- 2.1.1. Service delivery management ("Service Delivery Management") represents the day-to-day interface between DAVE and Amdocs. Service Delivery Management covers managerial and ongoing communications between the Parties and includes service

performance issues resolution, and working jointly with DAVE to plan and coordinate future Changes. Amdocs believes that the key to successful Service Delivery Management is establishment of a proper governance mechanism to manage and control the Managed Systems, and to ensure that the best methods are used for communication and decision-making.

- 2.1.2. Amdocs will establish a service and program management team that will be responsible for managing the entire range of activities related to the Implementation Services through on-going Outsourcing Services and any Additional Services. Along with dedicated Amdocs Personnel to support DAVE, other Amdocs resources who are highly knowledgeable (through training and knowledge transfer by DAVE) of DAVE's key business practices and procedures will be available to lead and assist the service and program management team in providing the Outsourcing Services.
- 2.1.3. Appropriate level management of both Amdocs and DAVE will meet at a minimum on a monthly (or more frequent as requested by DAVE) basis on-site (at either Amdocs or DAVE Facilities, alternating as mutually agreed by the Parties) to review the performance of Service Delivery Management and Outsourcing Services for the past, current and coming month, working to identify areas of necessary improvement and to develop action plans to address those areas to be reviewed at the next meeting.

2.2. Governance

The governance mechanism components of Amdocs' Service Delivery Management are as follows:

2.2.1. Account Management

The Amdocs "Client Business Executive" is responsible for the entire relationship between DAVE and Amdocs. He or she will be chosen from Amdocs' highly experienced management team.

2.2.2. Service Management

In the service management structure, Amdocs includes the following group of Services to be delivered as an integral part of the Outsourcing Services, allowing Amdocs to supply and track the required CPSS.

a) Service Manager

Amdocs will appoint a dedicated "Service Manager" who will be the primary point of contact between Amdocs and DAVE for Outsourcing Services. This manager, located in the Amdocs Champaign office, will be DAVE's contact point for daily operations, issues and escalation, and will supervise activities needed to ensure that the production environment is stable and performing as expected. The Service Manager is responsible for maintaining communication with DAVE regarding production and operation related approvals.

b) Help Desk for Tier 2 Support

The Amdocs help desk (the "Help Desk") will provide tier 2 technical support for the Managed Systems and their operation. The Help Desk is established as the primary interface and communication point for DAVE to communicate issues with the

Managed Systems, and the Help Desk personnel will address any Managed Systems-related problem or request initiated from DAVE's help desk, including the following:

- 1) Troubleshoot software problems, data anomalies and inconsistencies, configuration and parameter setup issues, and provide solutions;
- 2) Refer problems reported by DAVE related to business parameters, business policies, or user training to DAVE's tier 1 help desk or appropriate Amdocs Personnel, as the case may be;
- 3) Distinguish between application and system problems and refer them to the appropriate group within Amdocs;
- 4) Create, track, manage, and report on questions, problems and issues through final resolution via an automated trouble-ticket and work management system;
- 5) Provide complete root cause problem analysis and final resolution for all Severity 1 incidents (as such terms are defined in Schedule 10), including proactive measures for future prevention; and
- 6) Provide problem status updates, resolution progress, and trend reporting.

c) CPS Management

Amdocs' CPS management team (the "CPS Management Team") is responsible for the daily tracking and reporting of the end-to-end compliance of Outsourcing Services with the CPSs specified in the Schedule 10. Working across functional boundaries, this team will assure that all elements of the Outsourcing Services are provided in accordance with the Agreement. The CPS Management Team will provide a single point of accountability and responsibility relating to CPSs.

d) Change Management

- 1) Amdocs provides Services in accordance with established Change Management Procedures in order to manage all Changes related to the Services and Managed Systems in production and non-production environments. This process ensures that each Change will be carefully controlled. Amdocs will review and agree upon with DAVE, the details of the Change Management Procedures prior to the implementation of the Managed Systems into the production environment.
- 2) Each Change will be examined, documented, its risk and impact assessed, and scheduled by Amdocs in advance with DAVE (with the exception of emergency Changes that may, as agreed by the Parties, be subject to an abbreviated process). Each Change will be implemented only after being tested and receiving sign-off approval in accordance with the Change Management Procedures (with the exception of emergency Changes). Amdocs will coordinate and manage the Change process with professional teams according to the respective defined timeline and implementation plan and Change Management Procedures. DAVE will be kept apprised of the status of any Changes by Amdocs.
- 3) Additionally, DAVE will use commercially reasonable efforts to apprise Amdocs of all changes related to the systems and services that feed into and affect the Managed Systems. Material changes to: DAVE Owned Software, DAVE Third

Party Software and DAVE Equipment and respective vendor relationships, WANs, contact centers, or the wireless network fabric that relate to the use of the Managed Systems shall be documented and scheduled with Amdocs in advance and will be tested wherever commercially reasonable.

3. DATA CENTER AND IT OPERATIONS

3.1. General

Amdocs' Services for the IT operations will involve the planning, scheduling, and maintenance of activities required to ensure the smooth and efficient operation of the Managed Systems and respective processes. The Services provided for the operation of the DAVE Facilities that are data center facilities (the "Data Center") are detailed in Schedule 3.

3.2. Facilities and Asset Management

Amdocs' facilities and asset management activities include the full management and maintenance of the outsourcing facilities, except for the physical Data Center, which will be provided by DAVE. This service will include drawing up and monitoring relevant support and service contracts for the various facilities (except for the physical Data Center), as well as performing scheduled preventive maintenance activities, and detecting and correcting malfunctions within the facilities. DAVE will be responsible for providing the full management and maintenance of the Data Center, including all environmental aspects such as cooling and fire suppression, cabling, and electrical work within the Data Center facility.

3.3. Equipment Setup and Maintenance

3.3.1. The Amdocs activities for equipment setup and maintenance will encompass the initial setup, ongoing management, preventative maintenance, and strategic planning of the hardware and Amdocs Third Party Software. Additionally, Amdocs will order, install, upgrade, maintain and service the hardware and Managed Systems software utilized by Amdocs as part of the Outsourcing Services.

3.3.2. Amdocs will operate the Managed Systems (production and non-production environments) from the Data Center provided by DAVE. Amdocs will be responsible for the purchasing, setup, installation and maintenance of all equipment, Managed Systems, hardware and Amdocs Third Party Software and tools needed for the Managed Systems implementation and any future installations that may be needed as part of the Managed Systems, scalability and future Releases. DAVE will be responsible for providing cabling and rack equipment within the Data Center itself. For any Additional Services which Amdocs requires, Amdocs will open a request to DAVE under the Change Management procedures. Unless otherwise set forth in the Change Request, Amdocs shall remain the owner of such hardware and/or software and is responsible for all maintenance and support going forward.

- 3.3.3. In addition, Amdocs will be responsible for Amdocs Equipment and Amdocs Third Party Software maintenance contracts and management of Amdocs' subcontractors/vendors. Amdocs will establish service level agreements and quality assurance procedures with these vendors as well, to ensure the service levels provided allow Amdocs to comply with the standards set forth in Schedule 10.

3.4. Operations Monitoring

- 3.4.1. Amdocs Personnel operating the Managed Systems are located on-site at Amdocs' managed services center and will perform monitoring functions on a 24x7x365 basis. This will include monitoring of the Managed Systems, including, without limitation, all hardware and software. DAVE will be responsible for securing monitoring, security, and maintenance of the data center environment on a 24x7x365 basis. Amdocs Personnel operating the Managed Systems will also perform basic maintenance activities; execute and monitor batch cycles; and provide first-level support for system, networking, and basic application problems.

- 3.4.2. Primary activities of the Amdocs Personnel operating and monitoring the Managed Systems include:

- a) First-level monitoring of the Managed Systems
- b) Data backup and restoration, to include:
 - 1) Daily, the Managed Systems, DAVE Data, cumulative database incremental backups (retained for 4 weeks) and backups for everything that has changed since the last successful full backup
 - 2) Weekly, the Managed Systems, DAVE Data and full database backups (retained for 4 weeks)
 - 3) Monthly, the Managed Systems, DAVE Data and full database backups (retained for 1 year)
 - 4) Yearly, the Managed Systems, DAVE Data and database full backups (retained for 7 years)
- c) First-level processing and serving as the focal point for application processing, including:
 - 1) First-level monitoring and execution of batch processing including execution, log tracking, and abnormal termination analysis
 - 2) Supporting message and event processing on a daily and monthly basis
 - 3) Distributing reports to DAVE's FTP site

3.5. Managed Systems Administration

Amdocs' systems administration responsibilities will consist of management of hardware and software utilized by Amdocs as part of the Outsourcing Services, including day-to-day monitoring of the Managed Systems, and planning and execution of Managed

Systems maintenance, backup, off-site backup storage, recovery, Systems tuning, high availability failover and capacity planning.

3.6. Database Administration

Amdocs will provide management and administration of the database at the application, physical and structural levels. Such activities will consist of planning and execution of backup and recovery strategies, monitoring of database performance, identification and correction of performance bottlenecks, and administration of security policies at the database level.

3.7. Networking and Security

- 3.7.1. DAVE will manage the data center's LAN and access to Internet services, and the communications facilities into and within the DAVE-provided data center as specified in Schedule 9. This will be comprised of detailed analysis of network use and management capacity, and provision of additional network links and components. This will include the implementation and maintenance of both Amdocs and DAVE internal security policies, and detailed investigation of all network alerts raised by the Amdocs operations team.
- 3.7.2. DAVE will assume full responsibility for the administration and maintenance of WAN connectivity as specified in Schedule 9.
- 3.7.3. DAVE will assume full responsibility for the administration and maintenance of the local area network ("LAN") within the DAVE-provided data center as specified in Schedule 9. Amdocs will be responsible for all wide area network ("WAN") connectivity from its operations centers to its development and other operations centers.
- 3.7.4. DAVE will provide and manage the network elements from DAVE Facilities (e.g. the DAVE corporate office in Vaughan, Ontario) to the production Data Center.
- 3.7.5. Amdocs will maintain security components needed to secure the Managed Systems production and non-production environments for DAVE on a 24x7x365 basis, in accordance with the procedures set forth in Schedule 14. Amdocs will supply all security management related to facilities, systems, applications, and data.
- a) Facilities Security – Amdocs Facilities providing Outsourcing Services are secured with security systems, including access systems, and movement detectors. Only authorized personnel who have been granted access will be allowed to access the Amdocs Facilities. Amdocs will maintain the Amdocs Facilities' security on a 24x7x365 basis.
 - b) Data Center Security – DAVE will be responsible for providing security to the Data Center on a 24x7x365 basis and ensuring only authorized personnel who have been granted access will be allowed to physically access the Data Center.
 - c) Systems Security and Access - DAVE will manage the DAVE Personnel profiles and be responsible for the daily maintenance of these tables. Amdocs will implement this policy for Amdocs Personnel as well.

- d) Data Security – Amdocs will ensure, as part of its Managed Systems maintenance obligations, access to the DAVE Data by authorized DAVE and/or Amdocs Personnel only. The proper profiles will be determined and only authorized Personnel from DAVE and/or Amdocs will be allowed to access DAVE Data, in accordance with the security policies specified in Schedule 14

3.8. Capacity Management

Amdocs will provide capacity management, consisting of follow-up and monitoring of the performance of the current technical architecture and the design for growth on the basis of DAVE's business needs, as required. Amdocs will upgrade capacity as needed to support DAVE's business needs as a result of the growth of DAVE, as set forth in Schedule 5 – Fees and Schedule 6 – Envelope and Storage Parameters.

4. BILLING OPERATIONS

4.1. General

- 4.1.1. Amdocs' Services for billing operations will consist of the various IT billing operations required to produce monthly subscriber statements, as detailed below.
- 4.1.2. The Amdocs "Billing Operations Team" will provide Outsourcing Services for billing operations on a 24x7x365 basis where required.

4.2. Network Element Polling, Event Processing and Error Handling

- 4.2.1. Within the scope of the Outsourcing Services, Amdocs shall:
- a) Monitor the event-processing activities from the agreed to delivery point to the rating mechanism for smooth transfer and adequate processing;
 - b) Handle Amdocs Systems and process errors detected during the processing of event records including Voice, SMS, MMS, and GPRS events;
 - c) Ensure that all records have been processed correctly, and provide ongoing Services (such as tracking); and
 - d) Providing technical support for event processing, related error investigation, issue resolution, planning, and execution.
- 4.2.2. Amdocs will provide full event process monitoring, including files monitoring and error handling. Amdocs will produce the reports and perform trend analysis associated with the usage analysis.
- 4.2.3. The Amdocs event processing team will work closely with DAVE's business team to confirm procedures for record error handling and resolution and to review audit reports; Amdocs will be responsible for error investigation and correction using Amdocs' "Error Management Systems", and DAVE will provide reasonable assistance as necessary.

including with regard to errors that require business consideration and coordination with DAVE's service network team.

4.3. Operations Scheduling

4.3.1. Amdocs will provide Services for the creation of daily, weekly, and special schedules for the billing operations, according to the agreed planned business scheduling requirements (i.e., billing cycle schedules) and the Amdocs Systems maintenance activities.

4.3.2. Creation of the schedules will be comprised of the following:

- a) Setting up job dependencies in accordance with DAVE requirements;
- b) Scheduling daily, weekly, and monthly jobs to be executed in sequence;
- c) Monitoring the scheduling process; and
- d) Handling job products.

4.4. Coordination of Billing Quality Assurance ("QA") Activities

Amdocs Services for billing quality assurance will consist of invoice and financial reviews, and coordination of cycle statistics and trending. On the basis of criteria defined by DAVE, invoices will be generated for a subset of the bill cycle population during the billing run. Reports that provide an overall financial picture of the entire bill cycle base will be generated.

4.5. Handling

Working closely with data center operations and Third Parties, Amdocs' interface handling team will provide tracking and have responsibility for actual transition of interface files from the Managed Systems environment in and from Amdocs' designated delivery points. The status of the files and information accessibility will be monitored continuously by Amdocs.

4.6. Accounts Receivable ("A/R")

Amdocs' Services for A/R will consist of handling the Amdocs Systems reports and tracking the related operation activities, such as interface audits, special reports definition, and letter production. A key function of this Service is the forwarding of financial reports to DAVE's finance team for analysis of revenue generated, as reported by the Amdocs Systems and help with any issue resolution.

4.7. Revenue Assurance Support

Amdocs will provide revenue assurance support Services in order to seek to ensure the integrity of the revenue stream. Revenue assurance is concerned with all auditing functions, starting with event processing, through bill day audits, and up to payment

receipts. Amdocs' billing operations team will provide the Parties' revenue assurance team with the reports required to reconcile revenue production as set forth and/or described in Schedule 9.

4.8. Table Maintenance Support

- 4.8.1. The Outsourcing Services include performing and supporting DAVE in the maintenance of reference tables, business parameters, and price plans based on DAVE's business needs. Amdocs will perform the table inserts in a test environment, where appropriate, and together with DAVE will validate tests of new reference parameters and price plans, where appropriate. All Changes warrant testing in a manner agreed by the Parties, provided that no Changes will be made without DAVE's final written approval.
- 4.8.2. Amdocs will provide the coordination, test billings, production assessment, and distribution of tables to the production environment.
- 4.8.3. Procedures for updating the tables will be jointly established with DAVE in order to meet requirements for table updates and distribution. Approval for distribution to production will be made by DAVE.

5. APPLICATION SUPPORT

5.1. General

- 5.1.1. Amdocs' ongoing support Services ("OGS") included in the Outsourcing Services encompasses the activities required to maintain, update and service the Managed Systems. In addition, the application support function tracks Changes to the Managed Systems in accordance with the process set forth in Service Delivery Management above. Every Change is recorded in a central database to ensure that cross-system impact is assessed and the Change is properly implemented. The records will be sufficient to provide quarterly and annual reports of all Changes implemented since the prior report date.
- 5.1.2. The Amdocs OGS will be provided to DAVE during normal business operations hours, as well as support in accordance with agreed upon assignments schedules and respective timelines and acceptance, and as necessary to provide the support governed by CPSs.

5.2. Production Application Support

- 5.2.1. Production application support includes Services for production support for the Managed Systems for operations and application issues. Services will include application tuning, problem determination and correction and operational assistance (e.g. troubleshooting, business process review, etc.).
- 5.2.2. Amdocs will provide OGS for all modules and applications of the Managed Systems. The Amdocs OGS team will support and troubleshoot batch cycle and online system daily operations and Managed Systems functionality issues. The Amdocs OGS team will, among other things:

- a) Address errors by performing diagnoses, locating the sources of problems, determining the responsible Party for resolving the errors, and directing the recommended remedies to the appropriate group;
- b) For programming errors, perform the necessary corrections (including installing the corrections and performing all related data clean-up activity);
- c) Resolve database integrity issues;
- d) Reports to help resolve production or billing issues, plan and support production rollout for new versions of the Amdocs Systems;
- e) Ensure Change Management Procedures are followed for any type of releases;
- f) Perform emergency software-related anomaly fixes in production; and
- g) Support the business user community in finding efficient work-arounds for problems that require more time to correct).

5.3. Systems Enhancements Support

Amdocs will provide OGS for new releases in order to facilitate the smooth introduction and integration of such releases of the Managed Systems into the production environment.

5.4. Change Request Handling

- 5.4.1 The Amdocs OGS related to application Change Requests will consist of receiving and analyzing Change Requests from DAVE and providing written proposals for the solutions, along with business impact and work estimates, and a recommendation for the proposed release.
- 5.4.2 Amdocs will provide initial and detailed estimates for Change Requests from DAVE as provided in the Agreement.

5.5. Product Releases

- 5.5.1. Amdocs will coordinate release deployment for the Managed Systems with DAVE. Deployment (integration and implementation) and operation of the releases are provided to DAVE as part of the OGS. Amdocs will make reasonable efforts to minimize the time needed, and will work closely with DAVE on defining the implementation plan.
- 5.5.2. Product Release Test. For any release that requires user acceptance testing or another test type by DAVE, there will be mutually agreed and defined test criteria to support the test type and provide for test acceptance of the release.

5.6. Training – Technical and Train-the-Trainer

5.6.1. Amdocs will provide OGS for the designated DAVE training environment located at the production data center, and for DAVE user training, such training to include the following:

- a) Technical management of the training environment;
- b) Providing technical support and consultation for training planning, strategy, and methodology;
- c) Providing technical support and consultation for training data creation and gathering;
- d) Providing, on a per Major Release (as defined in Schedule 5) basis, train-the-trainer training for the Managed Systems for up to five (5) DAVE Personnel. DAVE will try to provide the same Personnel to Amdocs for training purposes.
- e) Providing updated train-the-trainer materials for all Major Releases;
- f) Preparing training environment for training;
- g) Executing required processes to support training or the training environment; and
- h) Delivering all releases into the training environment upon DAVE request.

5.6.2. Other training Services are available through the Change Management Procedures.

5.7. Infrastructure Support

The Amdocs OGS team will perform the following infrastructure support activities:

- a) Execute changes to operational tables to define new job dependencies;
- b) Release new job parameter files into operational environments; and
- c) Support configuration control activities in the following ways:
 - 1) Maintain source materials through appropriate check-in and check-out procedures;
 - 2) Maintain and build data layers, software libraries, and executables;
 - 3) Maintain modification history in the configuration control database for future use (such as when the next release of the Amdocs Software is implemented); and
 - 4) Maintain and build the test and training environments.

Attachment A: Business Support Services

Business Activity	Description of Activity	Activity's inclusion or exclusion from the scope of Outsourcing Services	Comments
Create, Modify, and Delete Rate Plans including complete data validation	Configure and modify price plans and associated charging data in BSS reference tables	Included	Does not include modifications to BSS application to support capabilities that are outside the configurable parameters of the BSS systems
Maintain Phone Number Inventory	Load and maintain NPA-NXX data in BSS database	Not Included	DAVE Network Operations will maintain the number ranges and allocations of numbers to submarkets and Reservation IDs.
Provision SIM Cards to Network with temporary MSISDN	Mass provisioning of new SIM cards at the time of DAVE purchase	Not Included	DAVE Network Operations will complete the initial provisioning of SIMs into the AuC and HLR via the EMA interface.
First level of support of Roaming records fallout that require manual processing for both incollect and outcollect.	Identification and triage of roaming-related events that result in errors during the settlement process.	Included	
Create / Modify / Delete new dealers	Configure and modify dealer related reference data and associated attributes in BSS reference tables	Included	Does not include modifications to BSS application to support capabilities that are outside the configurable parameters of the BSS systems.
Maintain SCP "filter elements" for local calls.	Configure and manage the reference data attributes used by the SCP in determining local calls to be filtered from OLC.	Included	
Cosmetic changes (color or label) to human-facing screens	Application related changes to support color and/or label changes on application screens.	Included	Amigos will address cosmetic changes (cosmetic being defined as any change in an application screen that does not impact any business logic nor modification to any aspect of the core Amigos applications that cannot be altered via the customization layer) as Severity 4 incidents that are categorized as "changes". These cosmetic changes will be addressed as resources are available to work these changes with no commitment for a specific deployment timeframe. These changes will not be included in SLA calculations.
Minor modifications to text on human-facing screens	Application related changes to support text changes on application.	Included	Amigos will support changes of non-configurable text on human-facing screens as per the cosmetic change

	screens.		process above.
Add / Change / Remove elements from dropdown lists in all systems	Configure and manage the reference data attributes used to populate drop down lists within the application screens.	Included	Does not include modifications to BSS application to support capabilities that are outside the configurable parameters of the BSS systems.
Support for Number porting fallout	Support DAVE in the resolution of issues related to incoming and outgoing number portability.	Included	
Amdocs POS software support in Corporate Stores	Provide technical support of the POS application in DAVE corporate stores.	Not included	Amdocs will provide Tier 2 and Tier 3 support for the POS solution.
Add / Change / Remove roaming and long distance partners and all downstream processes such as partner settlement	Configure and manage the reference data attributes used by the BSS application to support LD and roaming settlement.	Included	Amdocs will maintain all of the applicable reference tables within the BSS solution required to support settlement. DAVE must provide the data required to maintain these tables as well as initiate the request for change.
Loading and maintaining retail LD rates	Configure and manage the reference data attributes used by the BSS application for LD charging.	Included	Does not include modifications to BSS application to support capabilities that are outside the configurable parameters of the BSS systems. Wholesale LD rates are not maintained in the BSS system.
Changing SOC types (in Unlimited to X units included and then Y units afterwards)	Configure and modify price plans and associated charging data in BSS reference tables.	Included	Does not include modifications to BSS application to support capabilities that are outside the configurable parameters of the BSS systems.
Plan / SOC migrations when a plan / SOC is changed	Modify price plans and/or SOC codes on existing accounts following a change to an existing entity.	Not included	Development of update scripts to perform mass changes on price plans and SOC codes is outside the scope of the Outsourcing Services. DAVE can utilize the annual development allowance in the Agreement to support these modifications.
Loading and maintaining other tables as reasonably required (e.g. special numbers table)	Configure and manage the reference data attributes used by the BSS systems in support of DAVE business requirements.	Included	Amdocs will support the maintenance of reference data and associated scripts (e.g. bulk SIM Load) required to fulfill existing business requirements. Data required by DAVE for applications and/or functionality outside of the Amdocs scope are not included in the Outsourcing Services.

**SCHEDULE 9
TO
MANAGED SERVICES AGREEMENT**

ROLES AND RESPONSIBILITIES

The undersigned parties accept this document as Schedule 9 to the Managed Services Agreement dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc., Amdocs Canadian Managed Services, Inc. and Amdocs Software Systems Limited:

**AMDOCS SOFTWARE SYSTEMS
LIMITED**

By: 
(Signature)

Name: Philip Butler
(Typed or Printed)

Title: Assistant Secretary
(Typed or Printed)

Date: Apr 15, 2010

**AMDOCS CANADIAN MANAGED
SERVICES, INC.**

By: 
(Signature)

Name: George M. Valley
(Typed or Printed)

Title: VP & General Counsel
(Typed or Printed)

Date: APR 15 2010

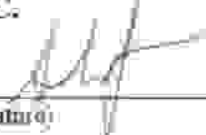
DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By: 
(Signature)

Name: DAVE DRABOW
(Typed or Printed)

Title: CEO
(Typed or Printed)

Date: 4/15/10

By: 
(Signature)

Name: Stewart - 2010
(Typed or Printed)

Title: CEO
(Typed or Printed)

Date: April 14, 2010

This Schedule specifies the main roles and responsibilities of the parties that apply to activities associated with the operation of the Managed Systems from an operational perspective, including, without limitation, certain on-going operation and maintenance activities related to the Managed Systems. The level of each Party's responsibility with respect to each of the obligations identified in this Schedule is specified by the letter "O", "P", or "V" adjacent to such obligation and beneath such Party's name.

The letter "O" indicates that a Party "owns" a task, i.e., such Party bears overall and ultimate accountability for the completion of such task.

The letter "P" indicates that a party has a "participatory" role with respect to a task, and that such party may be required to provide certain resources or perform tasks that may be necessary for the overall task to be completed, in an amount that is commercially reasonable under the circumstances. The parties will communicate in an on-going fashion whenever participation by the party designated as "P" is necessary.

The letter "V" indicates that a party has "visibility" with respect to a task, and that such party has the right, but not the obligation, to contribute, provide resources, or review the process for completion of a task.

The absence of any letter indicates that a party shall have no obligations or right to provide input with respect to a task.

		DAVE	AMDOCS	NOTES
1	RELEASES			All releases will follow the DAVE Development Lifecycle as defined in Figure 2.
1.1	Release Support			
1.1.1	Planning			
1.1.1.1	Define Major Release schedule	P	O	Amdocs is responsible for the schedule for Major Releases (for example, quarterly), in coordination with DAVE. DAVE will have final approval of the Major Release date.
1.1.1.2	Define Minor Release (if needed) schedule	P	O	Amdocs and DAVE jointly define the Minor Release schedule, if required.
1.1.1.3	Define Release acceptance criteria	O	P	DAVE, with Amdocs' input, shall define the Release testing and acceptance criteria.
1.1.1.4	Develop a version control system and code check-in procedures for the Managed Systems	V	O	
1.1.1.5	Develop Release contingency plans and roll back procedures	P	O	DAVE must approve contingency plans and roll back procedures. Should a release need to be rolled back, DAVE must be able to communicate the business impact to affected parties.
1.1.1.5.1	DAVE is responsible for third party content/service providers that DAVE brings to interface with the Managed Systems	O		
1.1.1.5.2	Responsible for ensuring Third Party services integrate appropriately with new releases	V	O	

		DAVE	AMDOCS	NOTES
1.1.2	Core Managed Systems Releases			A Core Managed Systems Release consists of a Change to the version number of the Managed Systems Software in the production environment.
1.1.2.1	Amdocs will provide and maintain the Managed Systems.	V	O	With the exception of any code added to the Managed System by a third party.
1.1.2.2	Identify and make recommendations around potential upgrades to Third Party Software required by DAVE (e.g., an upgrade to the version of the Oracle database software supporting Managed Systems)	P	O	
1.1.2.3	Identify where appropriate recommended infrastructure changes, upgrades, etc.	V	O	Amdocs is responsible for all infrastructure related activities associated with the Managed Systems, including design, installation, operations, monitoring, maintenance, capacity planning, etc.
1.1.2.4	DAVE will inform and coordinate with Amdocs any necessary changes and/or upgrades to DAVE Third Party Software or DAVE Owned Software. Amdocs will inform DAVE of any additional costs in order to integrate such changes and/or upgrades.	O	P	For clarification purposes, DAVE Third Party Software and DAVE Owned Software consist of all Network Applications provided by Ericsson, ScoreCard (Subscriber Reporting), and applications supporting Deep Packet Inspection and SIM/Device Management. DAVE also is responsible for the relationship with all third party service providers, including Paymentech, Syniverse, etc.

		DAVE	AMDOCS	NOTES
1.1.3	Amdocs Release Specification	V	O	Releases are provided to DAVE and are incorporated into the Managed Systems as agreed pursuant to the Change Management Procedures.
1.1.3.1	Invite DAVE to participate in forums that contribute to the process of Release content determination	P	O	Via user groups, forums, etc.
1.1.3.2	Present Amdocs roadmap annually	P	O	
1.1.3.3	Present DAVE periodically with recommendations for improvements to the Managed Systems	P	O	
1.1.4	Amdocs Release Application Development and Testing			
1.1.4.1	Develop the Amdocs Systems, Releases and patches	V	O	
1.1.5	DAVE Release Enhancement Specification			
1.1.5.1	Define DAVE requirements in format agreed to between the Parties	P	O	Format of requirement definition will be solidified prior to initial Managed Systems release
1.1.5.2	Justify and prioritize requirements	O	P	
1.1.5.3	Submit Change Request	O	P	
1.1.5.4	Review/signoff on Change Request	O	P	
1.1.5.5	Develop impact assessment based on agreed upon scope, and update relevant documentation	P	O	
1.1.5.6	Modify appropriate business rules and processes to reflect impact assessment changes	P	O	Modified business rules and processes must be documented in an acceptable standard.
1.1.5.7	Review/signoff on impact assessment and updated DAVE documentation	O	P	

		DAVE	AMDOCS	NOTES
1.1.6	DAVE CRs within periodic Releases Application Development and Testing			For clarification purposes, periodic releases can be funded by DAVE from the annual Development Fund as specified in Schedule 5 .
1.1.6.1	• Develop new software			
1.1.6.1.1	• Maintain and own development environment	V	O	Physical location and/or data contained within the development environments must not expose DAVE to Patriot Act
1.1.6.1.2	• Develop/modify the Managed Systems	V	O	With the exception of any code added to the managed system by a third party.
1.1.6.1.3	• Develop/modify the Managed Systems and Third Party interfaces • Amdocs will manage any Third Party products for which Amdocs is responsible (for example, Vertex)	V	O	All Parties will have visibility into all Changes with Third Party interfaces that impact the Managed Systems.
1.1.6.1.4	• DAVE will manage the development and / or modification to any DAVE Owned Software and/or DAVE Third Party Software interfacing with the Managed Systems (for example, ScoreCard)	O	V	All Parties will have visibility into all Changes with Third Party interfaces that impact the Managed Systems.
1.1.6.1.5	• Provide access to any specific non-Managed Systems interfaces as necessary for proper operation of the Managed Systems (e.g., network elements)	O	P	Network interfaces are especially important.

		DAVE	AMDOCS	NOTES
1.1.6.1.6	Amdocs ensures connectivity to all test environments from the DAVE network	P	O	For clarification purposes, Amdocs will conduct a System Test on the Amdocs Systems in test environment located within the Amdocs network as long as these test environment locations do not expose DAVE to the Patriot Act. End-to-end testing of the Amdocs Systems will be conducted in a test environment hosted in the DAVE data center.
1.1.6.1.7	DAVE ensures access to these environments from the DAVE network	O	P	DAVE will provide connectivity and associated infrastructure as shown in Figure 1.
1.1.6.1.8	Deliver data for testing from DAVE vendors	O	P	
1.1.6.1.9	Provide business data (RT and business values)	O	P	Amdocs will provide the needs and DAVE will provide the values.
1.1.6.2	Perform Unit Testing		O	
1.1.6.3	Perform Managed Systems Testing			
1.1.6.3.1	Maintain and own Managed Systems testing environment	V	O	
1.1.6.3.2	Develop/maintain Managed Systems Test Plan	P	O	DAVE will be entitled to review and suggest changes to the Systems Integration Test plan prior to plan execution.
1.1.6.3.3	Develop/maintain Managed Systems testing cases, data and scripts	V	O	

		DAVE	AMDOCS	NOTES
1.1.6.3.3.1	Define, document and mutually agree on detailed SIT exit criteria. A release cannot exit SIT until all exit criteria have been agreed to by both DAVE and Amdocs and met.	O	P	Such SIT exit criteria may include the acceptable number of defects, by severity level. The severity level of defects must be agreed by DAVE and Amdocs following any necessary escalations.
1.1.6.3.5	DAVE will manage any DAVE Third Party Software	O	P	A complete list of any DAVE Third Party Software is specified Schedule 2.
1.1.6.3.6	Define test file requirements for Amdocs' interface testing	V	O	
1.1.6.3.7	Provide Amdocs interface test files to DAVE, for the interfaces outside the scope of the Managed Systems	P	O	
1.1.6.3.8	Provide test file requirements for DAVE interface testing	O	P	In event of needing to provide file for third party testing (e.g., Ingram Micro). DAVE will provide Amdocs with specification of the data required.
1.1.6.3.9	Provide DAVE interface test files to Amdocs, for the interfaces for which DAVE is responsible	O	P	

		DAVE	AMDOCS	NOTES
1.1.6.3.10	Provide test environments required for interface testing of the Managed Systems.	P	O	For clarification purposes, Amdocs will provide test environments for the applications within the Managed Systems. Amdocs will work with DAVE to establish an integrated test environment that supports the testing of DAVE Third Party systems, including the Ericsson systems with which the Managed Systems interface, Scorecard, Syniverse, Paymentech, IVR/CTI products, and other interfacing applications that are not defined within the Managed Systems.
1.1.6.3.11	Provide test environments required for Managed Systems test interface testing with DAVE's Third Party vendors	P	O	DAVE will coordinate with Amdocs access necessary to test the Managed Systems with DAVE's Third Party vendors' interfaces.
1.1.6.3.12	Perform systems testing for interfaces between the Managed Systems and DAVE's Third Party vendors	P	O	DAVE will coordinate with DAVE's Third Parties vendors
1.1.6.3.13	Review and validate Managed Systems testing results for entire Managed Systems against acceptance criteria	P	O	
1.1.6.3.14	Conduct Managed Systems test gate review meeting	P	O	
1.1.6.4	User Acceptance Test (UAT)			
1.1.6.4.1	Deliver all necessary applications and environment configuration to enable UAT test execution	V	O	

		DAVE	AMDOCS	NOTES
1.1.6.4.2	Jointly define shakeout checklist of activities that need to be performed prior to delivery to UAT environments.	P	O	
1.1.6.4.4	Align schedule with DAVE's schedule and participate in shakeout and UAT for impacted applications	P	O	
1.1.6.4.5	Maintain and own Managed Systems-related UAT environment	V	O	DAVE will provide desktops and network required to connect DAVE offices to UAT environments for users to conduct UAT. Amdocs / DAVE network teams will ensure access is coordinated and secure.
1.1.6.4.6	Provide reference table refresh when necessary	V	O	
1.1.6.4.7	Resolve environmental and infrastructure issues on Amdocs provided environments	V	O	
1.1.6.4.8	Provide support for 60 concurrent users in the UAT environment. For purposes of this Schedule, "Concurrent users" means users that are requesting the same system to process a transaction at the exact same time.	V	O	
1.1.6.4.9	Upgrade and shakeout UAT environments prior to delivering to UAT for testing.	V	O	.

		DAVE	AMDOCS	NOTES
1.1.6.4.10	• Deliver code builds to UAT environments within 9-hour time period.	V	O	For clarification purposes, the 9 hour window will minimize the impact of UAT environment downtime during core DAVE business hours. UAT environments will not impact production systems since UAT environments are in a completely separate physical environment.
1.1.6.4.11	• Provide UAT environment availability (per environment): • Business days from 8:00am to midnight EST	V	O	UAT environments will be available per the hours specified in this Schedule. Amdocs and DAVE will mutually agree on UAT environment outages required to install builds, patches, hot fixes, etc.
1.1.6.4.12	• Align schedule and functional requirements by Release with DAVE to identify interface requirements for all UAT environments	P	O	Third Party vendors will have visibility if impacted.
1.1.6.4.13	• Perform shakeout activities as defined in the shakeout checklist for the testing environments	V	O	
1.1.6.4.14	• Provide monitoring, problem management and communication on testing environments that include: file system space utilization, database utilization, tuxedo, and web logic servers.	V	O	

		DAVE	AMDOCS	NOTES
1.1.6.4.15	• Provide UAT support (per environment) during business days from 8:00 AM to midnight EST • Provide infrastructure support during business days from 8:00 AM to midnight EST • After 8:00pm and non-business days, Infra on-call for critical show stoppers	V	O	In the event that DAVE requires UAT support outside of the hours specified in this Schedule, a mutually agreed upon schedule exception will be defined for each occurrence.
1.1.6.4.16	• Develop/maintain UAT test plan	O	P	Amdocs will deliver to DAVE a sample UAT test plan and system test conditions used for each release in order to support DAVE in the creation of the UAT test plan.
1.1.6.4.17	• Develop/maintain UAT testing plans and test cases	O	P	For clarification purposes, Amdocs will load data into the UAT environment as per Schedule 6 .
1.1.6.4.18	• Develop UAT test cases for “progression” and “regression” functionality such as advancing environment time to test time dependent activities such as billing.	O	P	
1.1.6.4.19	• Provide documentation detailing changes to the Managed Systems 60 days prior to commencement of UAT or as mutually agreed per the Release schedule. • Amdocs will deliver design documents for all functionalities, with exception of APIs where Amdocs will deliver an interface design document.	V	O	Documentation includes: functional release notes, software release notes, technical release notes, bill layout documents, screen and report documents, and data dictionary.

		DAVE	AMDOCS	NOTES
1.1.6.4.20	Execute “progression” and “regression” UAT test cases (Perform AT)	O	P	For clarification purposes, “progression” tests will validate the functionality of new features introduced into an application or applications while “regression” tests will validate that existing functionality has not been impacted by the agreed upon Changes. During UAT, DAVE users will have the ability, at its discretion, to define and execute test cases to validate that functionality not intended to be modified by any release continues to operate as it does in the production system. For avoidance of doubt, Amdocs will conduct regression testing on new functionality as deemed necessary by Amdocs prior to releasing code to UAT. It is DAVE’s option to perform further regression testing in UAT.
1.1.6.4.21	Perform UAT defect tracking and prioritization			

		DAVE	AMDOCS	NOTES
1.1.6.4.21.1	Track and classify UAT defects that require Amdocs' action	O	P	DAVE and Amdocs will agree upon defect prioritization. In the event that DAVE's UAT ticketing system is not integrated into the Amdocs ticketing system for the initial production launch, Amdocs will create and maintain Amdocs related defects in the Amdocs ticketing system during UAT and provide DAVE with a daily update of all Amdocs owned defects.
1.1.6.4.21.2	Track and classify defects for DAVE-specific problems that do not require Amdocs' action	O	V	Third Party vendors have visibility for their defects.
1.1.6.4.21.3	Track and classify defects for Amdocs-specific problems affecting DAVE	O	P	DAVE and Amdocs will agree upon defect prioritization.
1.1.6.4.21.4	Track and classify defects for Amdocs-specific problems not affecting DAVE	V	O	DAVE and Amdocs will agree upon defect prioritization.
1.1.6.4.22	Provide UAT defect resolution within the time parameters defined for Severity Level 1, Severity Level 2, Severity Level 3, and Severity Level 4 defects and associated CPSs	P	O	
1.1.6.4.22.1	Provide UAT technical support/consultation	V	O	

		DAVE	AMDOCS	NOTES
1.1.6.4.22.2	Review and validate UAT results	O	P	DAVE is responsible for signing off and accepting all UAT cases, as well as signing off and accepting that UAT has been completed. Only after this sign-off from DAVE will Amdocs be entitled to request a maintenance window from DAVE to promote new code into production environment.
1.1.6.5	Conduct production turnover			
1.1.6.5.1	Create all required client installation packages and procedures relevant to Managed Systems	V	O	
1.1.6.5.2	Install client and server software	V	O	Amdocs ownership relates to the applications for which Amdocs is responsible (i.e., contained on Amdocs managed infrastructure).
1.1.6.5.3	Install software on non-Amdocs managed infrastructure such as Call Center desktops and DAVE owned desktops	O	P	DAVE will coordinate installation of any required software with affected 3 rd parties such as the Call Center and internal DAVE owned desktops.
1.1.6.5.4	Amdocs owned hardware, software, and network – hardware planning, growth, upgrades, and so forth.	V	O	
1.1.7	Change Management			
1.1.7.1	Develop Managed Systems production cutover implementation plan that includes Amdocs' production cutover implementation plan and contact list	V	O	This is the overall integrated deployment schedule, including the Amdocs cutover plan.

		DAVE	AMDOCS	NOTES
1.1.7.2	Provide communication (release notes) for each Release and the Managed Systems	P	O	Preliminary release notes shall be delivered in writing to DAVE with as much advance notice as reasonably possible (but not less than 4 weeks prior to projected production). Final release notes will be delivered within 24 hours of production cutover.
1.1.7.3	After receipt of Amdocs release notes, DAVE will appropriately communicate with its users regarding the new Release	O	P	
1.1.7.4	Promotion of approved and signed off release into production environment	P	O	Prior to ANY changes to production environment, Amdocs must request a maintenance window from DAVE. Only after maintenance window is approved will Amdocs be permitted to promote new code into production.
1.2	Vendor Deployment Support			
1.2.1	Planning and procurement	V	O	
1.2.2	Pre-delivery preparation	V	O	
1.2.3	Delivery and Installation			
1.2.3.1	Deliver hardware configured, tested, and burned-in systems, peripherals and network equipment to the operations site	V	O	Excluding infrastructure and connectivity under DAVE's responsibility as defined in accompanying diagram.
1.2.3.2	Connect the hardware configurations to the network necessary to support DAVE's operations and assure proper operation with the network	P	O	

		DAVE	AMDOCS	NOTES
1.2.3.3	♦ Assemble the hardware components, load the operating system, standard software, custom configurations, and test to ensure all software and infrastructure is loaded and the configuration functions correctly	V	O	
1.2.3.4	♦ Install additional desktop software not related to the Managed Systems as necessary onto systems once delivered	O	P	The POS application will reside on the desktops in the DAVE corporate stores and in Platinum Dealer stores. The backend of the POS application is managed by Amdocs as part of the Managed Systems. Amdocs is not responsible for any of the POS hardware in the corporate or dealer stores.
1.2.3.5	♦ Perform application configuration as needed		O	
1.2.3.6	♦ Test the software and network functions in the DAVE operating environment to ensure proper installation and full functionality of all components including the operating systems, network, and applications.	P	O	
2	ISSUE MANAGEMENT AND SOFTWARE MAINTENANCE			

		DAVE	AMDOCS	NOTES
2.1	First Level - Managed Systems Help Desk			First level support for end users of the Managed Systems will be provided by DAVE's Call Center vendor (taking initial calls related to issues in the Call Center, Independent Dealers, DAVE Retail Stores, and Self Service applications) or by DAVE's internal IT department for users of the SAP, Infor, Bassett Labs, and Alfresco applications. To the extent that the Call Center Operations vendor and/or the DAVE IT Support cannot resolve issues related to the Managed Systems, issues will be escalated to Second Level support that is managed and maintained by Amdocs. Documented triage processes will be defined and agreed by all parties involved.
2.1.1	Planning and Deployment of First Level Help Desk Support			
2.1.1.1	- Define first level help desk procedures, support organizations, staffing, and responsibilities. - DAVE will own the first level help desk	O	P	Amdocs (P) in the FAQ and diagnostic procedures.
2.1.1.2	Supply software and associated equipment including telecommunications access to DAVE's network for first level help desk	O	V	DAVE will procure and deploy its own Enterprise Trouble Ticketing system.
2.1.1.3	Implement/maintain a trouble tracking and management system for first level help desk	O	V	

		DAVE	AMDOCS	NOTES
2.1.1.4	♦ Establish escalation procedures for the first level help desk	O	P	
2.1.1.5	♦ Develop and provide checklists and talk scripts to support problems for first level help desk agents	O	P	
2.1.1.6	♦ Work to ensure seamless integration between DAVE first level help desk and Amdocs help desk systems.	O	O	
2.1.2	First Level Help Desk Support Operations			
2.1.2.1	♦ Route initial calls from users regarding issues with the Managed Systems or Managed Systems' designated hardware	O		
2.1.2.2	♦ Provide first level help desk for the Managed Systems and data center support issues, including: ▫ Opening trouble tickets ▫ Providing initial problem determination and trouble-shooting ▫ Categorizing reported problem ▫ Attempting to clear all problems as appropriate ▫ Tracking progress of problem resolution efforts ▫ Closing trouble ticket after confirmation by affected user that the trouble has been resolved	O	P	
2.1.2.3	♦ Provide operational and functional support to users	O	P	
2.1.2.4	♦ Maintain the automated trouble tracking and management system	O		
2.1.2.5	* Maintain an up-to-date troubleshooting database to assist in resolving trouble calls at the first level help desk	O	V	

		DAVE	AMDOCS	NOTES
2.1.2.6	* Escalate unresolved problems from the first level help desk according to established escalation procedures	O	P	
2.1.2.7	• Production defect tracking and prioritization			
2.1.2.7.1	• Track and classify defects for DAVE-specific problems that do not require Amdocs action	O		
2.1.2.8	* Establish procedures to log and transmit trouble summaries to the second level help desk	O	P	DAVE IT, the Call Center Control Desk, and select 3 rd Parties (e.g. DAVE IT leadership) can open tickets directly with Amdocs' second level control desk. In emergency cases, e.g. a system outage, Amdocs will accept calls from other sources. Amdocs will collaborate with DAVE to establish this procedure to ensure smooth hand-off of trouble summaries to the second-level help desk that Amdocs will own.
2.1.2.9	* Escalate unresolved problems according to established escalation procedures	O	P	
2.1.2.10	* Provide corrective action as agreed in the ticket for all tickets for which DAVE is the fix agent	O	P	
2.1.2.11	* Provide corrective action as agreed in the ticket for all tickets for which Amdocs is the fix agent	P	O	
2.1.2.12	* Report the resolution of each open trouble ticket to the user	O		
2.1.2.13	* Provide monthly problem tracking reports, including statistics on type of problems, total number of problems, outstanding problems, and mean resolution times/MTTR (mean time to repair)	O	V	

		DAVE	AMDOCS	NOTES
2.2	Second Level – Amdocs Help Desk			Defined as providing technical support for issues with the Managed Systems and Services. Amdocs' help desk provides level 2 support for the Managed Systems. Amdocs will accept calls to the Second Level Help Desk from DAVE's Call Center Operations desk and/or DAVE's IT Help desk.
2.2.1	Planning and Deployment of Second Level Help Desk Support			
2.2.1.1	* Define second level help desk procedures, support organizations, staffing, and responsibilities	V	O	
2.2.1.2	* Implement/maintain a second level help desk trouble tracking and management system	V	O	
2.2.1.3	* Establish escalation procedures for the second level help desk	V	O	
2.2.1.4	* Develop check-lists and talk scripts to support problems for second level help desk agents	V	O	
2.2.2	Second Level Help Desk Support Operations			
2.2.2.1	* Route issues with the Managed Systems or Managed Systems' designated hardware from the first level help desk operator	O	V	

		DAVE	AMDOCS	NOTES
2.2.2.2	* Provide a second level help desk for the Managed Systems and the data center support issues, including: ▫ Maintaining trouble ticket ▫ Providing problem determination and trouble-shooting ▫ Attempting to clear all problems as appropriate ▫ Tracking progress of problem resolution efforts ▫ Closing trouble ticket after confirmation by first level that the trouble has been resolved	P	O	
2.2.2.3	* Maintain the automated trouble tracking and management system for the second level help desk	V	O	
2.2.2.4	• Production defect tracking and prioritization			DAVE and Amdocs to agree upon defect prioritization.
2.2.2.4.1	• Track and classify defects for DAVE-specific problems that do not require Amdocs action	O	P	For clarification purposes, issues related to applications managed by Ericsson will not be tracked by Amdocs. DAVE and Amdocs will agree upon defect prioritization.
2.2.2.4.2	• Track and classify defects not identified by DAVE	V	O	DAVE and Amdocs will agree upon defect prioritization.
2.2.2.5	* Establish procedures to evaluate trouble summaries	V	O	
2.2.2.6	* Perform problem source identification	V	O	
2.2.2.7	* Provide (root cause) analysis to appropriate escalated trouble support groups for analysis and remedial action	V	O	
2.2.2.8	* Report the resolution of each open ticket to the first level help desk	P	O	
2.2.2.9	* Sign off (if appropriate) on all root cause analysis documents	O	P	

		DAVE	AMDOCS	NOTES
2.2.2.10	* Provide monthly reports summarizing second level help desk activities and trends	V	O	This is the same report that will be used for KPI compliance measurement.
2.2.2.11	* Provide monthly problem tracking reports, including statistics on type of problems, total number of problems, outstanding problems, and resolution times, and a summary of all root cause documents delivered during that month	V	O	
2.3	Issue Resolution			
2.3.1	Planning and Deployment of Issue Resolution Support			
2.3.1.1	* Define emergency/non-emergency production defect procedures	P	O	DAVE and Amdocs will agree whether emergency production defects require DAVE authorization prior to fixing.
2.3.2	Defect Correction			
2.3.2.1	Investigate and resolve issues identified by the help desk	V	O	DAVE will participate reasonably as necessary.
2.3.2.2	- Perform application development necessary for the following: - Emergency defect fixes - Non-emergency defect fixes	V	O	Development of fixes should follow order of defect prioritization.
2.3.2.3	Perform development/unit application testing for any code affected by the software maintenance	V	O	
2.3.2.4	Provide build update to acceptance test environment	V	O	

		DAVE	AMDOCS	NOTES
2.3.2.5	Migrate emergency defect system modifications to production	V	O	For clarification purposes, Amdocs will coordinate the scheduling of maintenance windows for deployment of all emergency fixes into the production environment. DAVE and Amdocs must agree on what is an emergency to allow Amdocs to make changes into production environment without prior authorization from DAVE.
2.3.2.6	Coordinate non-emergency defect Managed Systems modifications with existing Release schedules	O	P	For greater clarity, DAVE will coordinate the bundling of non-emergency defect fixes into existing release schedules if possible. If not possible, DAVE and Amdocs will coordinate on any unscheduled releases of non-emergency defect fixes.
2.3.2.7	Provide support for Releases and periodic builds into production	P	O	Amdocs will utilize current production support model after builds, Releases, and/or major initiatives involving the Managed Systems or Amdocs infrastructure changes that could have possible downstream impacts to DAVE.
2.3.2.8	Provide support for planning of problem resolutions into the operational environment that may occur outside of the Release build cycle	P	O	
3	TRAINING	DAVE	Amdocs	Notes
3.1	Update Materials for Future Releases			
3.1.1	Planning and Analysis			

		DAVE	AMDOCS	NOTES
3.1.1.1	Assess impact of new Releases on training materials	P	O	
3.1.1.2	Update course maps	P	O	
3.1.2	Development			
3.1.2.1	Develop and update existing materials based on new Release functionality	V	O	
3.1.2.2	Workbooks update	V	O	
3.1.2.3	Online help update	V	O	
3.1.2.4	Glossary	V	O	
3.2	Releases Train the Trainer Delivery			
3.2.1	Deliver train the trainer services for the initial Amdocs Systems and all Releases during the Term reasonably necessary to train DAVE at dates/times as reasonably requested by DAVE	P	O	
3.2.2	Provide ongoing technical support throughout training	P	O	
3.2.3	Conduct course evaluations	V	O	
4	BUSINESS TABLE MAINTENANCE			
4.1	General Roles and Responsibilities			
4.1.1	Perform needs assessment of data requirements for Releases	P	O	
4.1.2	Gather High Level business requirements (new requests, updates, Changes, bugs)	O	P	For clarification purposes, Amdocs will create detailed requirements as part of its development lifecycle.

		DAVE	AMDOCS	NOTES
4.1.3	Review, verify and understand the business requirements, or proposed changes, with users	O	P	Reference table changes will be driven by DAVE user requests. DAVE owns the request process. Amdocs reviews the requests for accuracy.
4.1.4	Accept or reject (provide feedback) to production reference table Change Request	P	O	
4.1.5	Validate and determine the level of complexity of production reference table Change Request	P	O	
4.1.6	Determine level of testing to be performed on reference data based on revenue/customer impact to the Managed Systems	V	O	The Parties will agree on the level of testing. If required, escalation process in Section 14.12 of the Agreement will be followed. Amdocs is responsible for obtaining consent and communicating with all of Amdocs' Third Party software vendors.
4.1.7	Determine level of testing to be performed on reference data based on revenue/customer impact to DAVE Owned Software and/or DAVE Third Party Applications	O	V	The Parties will agree on the level of testing. If required, escalation process in Section 14.12 of the Agreement will be followed. DAVE is responsible for obtaining consent and communicating with all DAVE's Third Party vendors.
4.1.8	Migrate new reference data to production environment	P	O	Amdocs to request and DAVE to authorize any required maintenance windows outside of those defined in Schedule 10-A and Schedule 10-B .

		DAVE	AMDOCS	NOTES
4.1.9	Maintain existing data (price plans, reference/control, message processing rules, and guiding/rating)	P	O	
4.2	New Releases/Builds			
4.2.1	New Release/Build General Responsibilities		O	In some Releases, and/or some Major Customization Releases and Minor Customization Releases, there is need for new ref table data, and DAVE's input and/or approval is needed. A Release is any Change to the production environment. A Major Customization Release is a Change involving material enhancements to application functionality of the Managed Systems. A Minor Customization Release is a Change involving small enhancements or corrections to the Managed Systems.
4.2.2	New Release/Build Requirements Phase			
4.2.2.1	Gather High Level business requirements (new requests, updates, Changes, bugs)	O	P	For clarification purposes, Amdocs will create detailed requirements as part of its development lifecycle.
4.2.3	New Release/Build Design Phase			
4.2.3.1	Perform needs assessment of reference data requirements for Releases	V	O	Amdocs owns all aspects of technical design.

		DAVE	AMDOCS	NOTES
4.2.3.2	Create and provide initial impact assessment reference table document, as well as any subsequent updates on an as needed basis to the Amdocs tables team. The document should be updated and delivered to Amdocs tables team on an as-needed basis with any required updates.	V	O	Amdocs owns all aspects of technical design. There is no DAVE tables team.
4.2.4	New Release/Build Development Phase			
4.2.4.1	Perform data analysis, validation, and integrity checks	V	O	
4.2.4.2	Gather reference data from end users and various sources	O	P	DAVE IT will collect any reference data required from DAVE business owners. Amdocs may have occasion to interact directly with DAVE business owners for clarification of requirements related to reference data.
4.2.5	New Release/Build Managed Systems Test Phase			
4.2.5.1	Perform testing in Managed Systems test environment to verify the accuracy of the reference/control data	V	O	
4.2.5.2	Perform analysis of defects that are affected/caused by reference tables information, as well as provide tracking of all reference tables related issues and correct all such defects and issues	V	O	DAVE and Amdocs will mutually agree upon defect prioritization,
4.2.5.3	Tracking of defects/resolution via Amdocs Quality Center.	V	O	
4.2.5.4	Provide sign-off/approval of data testing within Managed Systems test	P	O	
4.2.6	New Release Testing & Validation Phase			

		DAVE	AMDOCS	NOTES
4.2.6.1	Analysis of defects that are affected/caused by reference tables information, as well as tracking all reference tables related issues and correct all such defects and issues	V	O	
4.2.6.2	Tracking of defects/resolution via Amdocs Quality Center	V	O	DAVE will procure an Enterprise Trouble Ticketing application outside of the Amdocs ticketing system. Amdocs will provide visibility into all defects contained within the Amdocs ticketing system.
4.2.6.3	Provide sign-off/approval of data testing within IT&V testing	P	O	
4.2.7	New Release/UAT Test Phase			
4.2.7.1	Load reference table data in UAT environment	V	O	
4.2.7.2	Provide issue resolution assistance and update reference table data, as required	P	O	DAVE IT, as the owner of collecting reference data from the DAVE Business Owner, will be required to assist in resolving issues related to reference data.
4.2.7.3	Review test results and prioritize defect fixes, schedule for fix implementations	P	O	DAVE and Amdocs will agree upon defect fix prioritization.
4.2.7.4	Provide sign-off/approval of data testing within UAT	O	P	
4.2.8	New Release/Build Deployment			
4.2.8.1	Manage the reference tables environments update and distribution processes	V	O	

		DAVE	AMDOCS	NOTES
4.2.8.2	Perform testing in work environment and master environments to verify the accuracy of the reference/control data	V	O	During the execution of Amdocs testing, and during the DAVE execution of AT, DAVE has a vested interest in ensuring the accuracy of all calculations driven by reference tables, particularly as it relates to the calculation of customer charges.
4.2.8.3	As determined by DAVE, authorize that the applicable new Release be deployed in the production environment	O	P	
4.2.9	New Release/Build Documentation			
4.2.9.1	Provide most recent and completely updated versions of all applicable Product Documentation in a timely manner	V	O	
4.2.9.2	Provide most recent and complete versions of the impact assessment reference table document (IA RT) to the DAVE team throughout the software Release lifecycle phases. The document should be updated and delivered to DAVE on an as-needed basis with any needed updates.	V	O	
5	OPERATIONS			
5.1	Data Center Production Support			
5.1.1	Facility Management	O	V	
5.1.2	Environment Management			
5.1.2.1	Operate and maintain interfaces to the Managed Systems for which Amdocs is responsible (for example, Vertex)	V	O	

		DAVE	AMDOCS	NOTES
5.1.2.2	Operate and maintain interfaces to the Managed Systems for which DAVE is responsible (for example, lockbox)	O	P	
5.1.2.3	Acquire, install and maintain Third Party software and system updates to production environment	V	O	
5.1.3	Manage UNIX File Services	V	O	
5.1.4	Manage Tape management and storage	V	O	
5.1.5	Server and disk hardware maintenance and support	V	O	
5.1.6	Managed Systems software maintenance and support/system administration	V	O	
5.1.7	Database administration	V	O	
5.1.8	Application Security Management			
5.1.8.1	Submit requests	O	V	DAVE is responsible for defining which individuals can gain access to their production systems as well as defining the appropriate user profiles for each user.
5.1.8.2	Update the database	V	O	
5.1.8.3	Track and document changes	P	O	
5.1.8.4	- Perform application user security management including: - Securities policies and procedures	O	V	DAVE is required to define its corporate security policies and procedures.

		DAVE	AMDOCS	NOTES
5.1.8.5	- Perform application user security management including: - Password management, resets - Creation of user profiles and groups with appropriate authorizations, access privileges	V	O	
5.1.8.6	Perform periodic system security audits as defined in the DAVE policies	P	O	
5.1.9	Server Security Management			
5.1.9.1	- Perform application user security management including: - Securities policies and procedures - Password management, resets - Creation of user profiles and groups with appropriate authorizations, access privileges	V	O	
5.1.9.2	Perform periodic system security audits	V	O	
5.1.10	Database Security Management			
5.1.10.1	- Perform application user security management including: - Securities policies and procedures - Password management, resets - Creation of user profiles and groups with appropriate authorizations, access privileges	V	O	
5.1.10.2	Perform periodic Managed Systems security audits	V	O	
5.1.11	LAN and WAN Management			Figure 1 of this Schedule has been included to depict graphically the demarcation of the LAN/WAN components to be provided, maintained, and operated by DAVE and those provided, maintained, and operated by Amdocs.

		DAVE	AMDOCS	NOTES
5.1.11.1	Amdocs will be responsible for all network management within Amdocs production environments and Dave's Enterprise environments	V	O	
5.1.11.2	- DAVE owns the establishment and maintenance of communication lines between DAVE and the nearest point to the Amdocs network, specifically the Amdocs office at 1705 Tech Avenue, Unit 2; Mississauga, ON L4W 0A2 - Amdocs will monitor and manage the connection	O	P	
5.1.11.3	Provide and maintain connectivity between the data centers, Internet, DAVE network, Ericsson Network Elements, and other DAVE sites, including all care centers and print vendors. Amdocs will monitor and manage these connections	O	P	
5.1.11.4	Acquire, install, and maintain WAN circuits/services according to Figure 1 of this Schedule	O	V	
5.1.11.5	Acquire, install, and maintain WAN circuits/services within DAVE's data centers	O	V	
5.1.11.6	Acquire, install, and maintain WAN wiring/cabling within DAVE data centers	O	V	
5.1.11.7	Update and maintain WAN router tables	O	P	
5.1.11.8	Provide network operations monitoring 24 x 7 x 365 within Amdocs' production environments	P	O	
5.1.11.9	Coordinate network addressing structure and manage new address assignment within DAVE's data centers	O	P	
5.1.11.10	Maintain up-to-date WAN documentation and topology for the WAN elements	O	P	

		DAVE	AMDOCS	NOTES
5.1.11.11	Maintain up-to-date routing for the LAN elements within DAVE's data centers	O	P	
5.1.11.12	Provide Amdocs LAN server configuration documentation for the LAN elements within DAVE's data centers	O	P	
5.1.11.13	Serve as single point-of-contact with regards to Third Parties for DAVE's WAN service needs – WAN carriers, cable installers	O	P	
5.1.11.14	Serve as single point of contact with regards to Third Parties for LAN service needs	O	P	
5.1.11.15	Provide updated details to DAVE network management on all dedicated connection requirements from the Managed Systems servers to Third Party service or system providers	O	P	
5.1.11.16	Obtain approval from DAVE on all dedicated connection requirements from Managed Systems servers to Third Party service providers or systems	O	P	
5.1.11.17	Own and maintain connection with agreed upon WLNP vendor	O	P	
5.1.11.18	Publish all DAVE network management and security policies to Amdocs	O	V	
5.1.11.19	Adhere to DAVE's network management and security policies in access and use of DAVE's network management infrastructure	V	O	
5.2	Network Integration			
5.2.1	Online Charging, Mediation, Provisioning, Call Center IVR Integration and Announcement IVR			

		DAVE	AMDOCS	NOTES
5.2.1.1	Provide all hardware, software, infrastructure, connectivity, professional services and managed services required for all type of online charging supported by DAVE.	V	0	DAVE will arrange access to all required Ericsson personnel in order for Amdocs fulfill its obligations under this Schedule. System availability requirements and measurements will be defined in Schedule 4 and Schedule 10-A and Schedule 10-B . Functional requirements for all services will be defined in Schedule 4 .
5.2.1.2	- Provide all hardware, software, infrastructure, connectivity, professional services and managed services required for mediation of CDRs from all required Network Elements. Network elements that generate CDRs include: - MSC - SMS-C - MMS-C - SGSN - GGSN	V	0	DAVE will arrange access to all required Ericsson personnel in order for Amdocs fulfill its obligations under this Schedule.
5.2.1.3	Provide all hardware, software, infrastructure, connectivity, professional services and managed services required for provisioning of all required Network Elements	V	0	DAVE will arrange access to all required Ericsson personnel in order for Amdocs fulfill its obligations under this Schedule.
5.2.1.4	Provide APIs, documentation and support to Call Center Vendor for the purpose of integrating a Call Center IVR into the Amdocs systems.	V	0	

		DAVE	AMDOCS	NOTES
5.2.1.5	Provide APIs, documentation and support to Call Center Vendor for the purpose of integrating a Call Center CTI into the Amdocs systems for the purpose of 'popping' a CRM screen to a specific account based on the phone number passed to Amdocs by the IVR.	V	O	
5.2.1.6	Provide all hardware, software, infrastructure, connectivity, professional services and managed services for all required Announcement IVR functionality for pre-call, mid-call and post-call announcements	V	O	
5.2.1.7	Provide the announcements process logic (what prompt to play and for how long, and so forth)	O	V	
5.2.1.8	Implement, integrate and test SCP and IVR scenarios per the agreed design	V	O	
5.3	Production Environment Standards			For clarification purposes, the following section refers to the end user desktops for all Managed Systems in the production environment including DAVE Corporate Stores, DAVE Dealer stores for Platinum, Gold, and Silver dealers, DAVE Corporate Offices, and DAVE Call Center agents. Amdocs is not responsible for any aspects of procuring, installing, or managing these desktops.
5.3.1	PC Planning			
5.3.1.1	Coordinate to determine PC requirements	O	P	
5.3.1.2	Configure and plan PC upgrades	O		

		DAVE	AMDOCS	NOTES
5.3.1.3	Support development of corporate PC standards and future standard configurations	O		
5.3.2	PC Hardware and Software Deployment			
5.3.2.1	Provide standard configurations of PC hardware	O		
5.3.2.2	Provide configuration input on PC/client software	O	P	
5.3.2.3	Provide PC/client software to central point of distribution as per DAVE's desk top installation policies and procedures	O		
5.3.2.4	Provide procedures for installing PC software	O		
5.3.2.5	Distribute, install and configure PC software	O		
5.3.3	PC Managed Systems Support within DAVE	O		
5.4	Business Operations Production Support			For clarification purposes, Amdocs will perform a rigorous, on-going functional assurance review of critical business functions, including billing, over the term of the Agreement. Amdocs will analyze billing trends, financial trends, etc., in order to monitor the performance of the Managed Systems. DAVE, at its discretion, may participate in these reviews.
5.4.1	Process and Report Development			
5.4.1.1	Establish procedures, policies, performance levels, and check-points for billing assurance	P	O	
5.4.2	Execution	P	O	

		DAVE	AMDOCS	NOTES
5.4.2.1	• Perform preliminary diagnostics and problem identification for any issues arising in the processes for which Amdocs is responsible ▫ Review/correct faults in Call Detail Records (CDR) file handling; notify DAVE regarding faults in file transmittals ▫ Incidents due to Amdocs will be researched and resolved by Amdocs.	P	O	
5.4.2.2	• Perform initial EMS (error) correction/processing • Ongoing or day-to-day processing is DAVE ownership. Issues outside of EMS' capability will be escalated to Amdocs with DAVE participation	P	O	
5.4.2.3	• Perform second level of CDR reject resolution: ▫ Those errors created in Amdocs servers will be researched and resolved by Amdocs ▫ Provide DAVE access to reject reports and log files for additional diagnosis/resolution. Amdocs will participate in complex issues and issues outside of the tool	P	O	
5.4.2.4	• Perform first level of CDR reject resolution.	V	O	
5.4.2.5	• Escalate (to the appropriate DAVE point of contact) any problems causing the processes to exceed predefined parameters or thresholds	V	O	
5.4.2.6	• Track and resolve source issues with CDR collection	P	O	
5.4.2.7	• Perform CDR error analysis using standard and customized reports generated by the Managed Systems audit and controls module.	P	O	

		DAVE	AMDOCS	NOTES
5.4.2.8	- Execute the following activities and check-point procedures attributable to reviewing and approving data collection, and billing: - Review and audit Amdocs' CDR collection processes - Any need for escalation Amdocs will participate - Implement policies on reject handling and provide Amdocs' with feedback on recycling rejected CDRs - Review production cycle logs, reports and sample statements as part of end-to-end billing assurance Audit and review all usage processes by tracking execution and service levels associated with message processing, device mediation, call collection, and provisioning	O	P	
5.4.2.9	Provide DAVE access to reports/data and data feeds as prepare-defined reports and CPS	V	O	
5.4.2.10	- Validate, audit, and review usage processes by tracking execution and CPSs associated with: - Switch billing collection - Provisioning - Billing - End-to-end billing assurance and audit	V	O	
5.4.2.11	Approval of bill cycles	O		
5.5	Vendor Management			For clarification purposes, the Vendors referenced in this section refer to the service providers with whom DAVE has contracted directly to support its end-to-end business including Ericsson, ScoreCard, Paymentech, etc.
5.5.1	Planning			

		DAVE	AMDOCS	NOTES
5.5.1.1	Provide Amdocs point of contact for Change Management Procedures	O	P	
5.5.1.2	Coordinate and facilitate vendor communications to DAVE's business and technical resources	O	P	
5.6	Report Printer Maintenance			
5.6.1	Provide/maintain network/IP assignment and configuration for DAVE network printers	O	V	Amdocs requires visibility of printer IP addresses.
5.6.2	Install new DAVE printers	O		
5.6.3	Provide routine printer support and maintenance	O		
5.7	Network Security Management			
5.7.1	- Perform user security management including: - Securities policies and procedures - Password management, resets - Creation of user profiles and groups with appropriate authorizations, access privileges	O		
5.7.2	Manage user profiles/groups and access rights	O		
5.7.3	Periodically review router access logs	O		
5.7.4	Install new users to network including client-side software configuration	O		
5.7.5	Perform periodic Managed Systems security audits	O		
5.8	Provisioning Production Support			
5.8.1	Provisioning transaction management			
5.8.1.1	Provision all transactions from queue 0 to Release to the network element or application within CPS	V	O	

		DAVE	AMDOCS	NOTES
5.8.1.2	Provision transactions with a successful return code according to specified CPS	V	O	
5.8.2	Provisioning transaction error management			
5.8.2.1	Disposition of errors in error handler	V	O	
5.8.2.2	- Provide application and/or transaction-specific technical assistance when required - Amdocs provide expeditious technical assistance when requested	P	O	
5.8.2.3	Provide, as requested by DAVE, details of any individual transactions captured on the provisioning logs, including specific date/ time stamps, feature types, error codes, success/ failure, return codes, and associated device	V	O	
5.8.3	Provisioning port monitoring			
5.8.3.1	Schedule the opening and closing of ports for known activities	O	V	
5.8.3.2	Connectivity issues between provisioning system and the network elements	O	V	
5.8.4	Maintain provisioning and number management reference and operational tables	P	O	Table values will be specified by DAVE and maintained by Amdocs.
5.8.5	Provide monthly CPS reporting	V	O	
5.8.6	Repair switch control application defects in a timely manner according to the CPS	P	O	
6	MISCELLANEOUS			
6.1	Meetings & Document Deliverables			

		DAVE	AMDOCS	NOTES
6.1.1	Facilitate monthly supply management meeting to discuss all operational issues, if requested by DAVE	P	O	This is covered in MSA. IT Steering Committee meetings
6.1.2	Facilitate weekly review of production activities with DAVE management	P	O	
6.1.3	Participate in weekly executive DAVE status meetings	O	P	
6.1.4	Provide an organizational chart of all members of the managed services team	O	O	
6.2	Business Process Integration (BPI)			
6.2.1	Business processes design and planning	P	O	
6.2.2	Define methods and procedures	O	V	DAVE will be responsible for developing the detailed work instructions (methods and procedures) for using the applications within the Managed Systems. The M&Ps will document business policy and procedures that are not implemented within the supporting software applications.
6.2.3	Implement business processes	O	V	Amdocs Managed Services will likely play a key role in certain business processes.
6.3	STORES / POS			

		DAVE	AMDOCS	NOTES
6.3.1	Own communication lines to DAVE data center and desktops in store	O	V	DAVE is responsible for procuring, implementing, and managing all desktop hardware for all Corporate Stores and Dealer Stores. DAVE will also provide connectivity of these remote locations to the data center.
6.3.2	Equipment warranties: returns, refunds, exchanges, and repairs	O	P	Amdocs will build systems to support these processes in an automated fashion as per the requirements in Schedule 4 .
6.3.3	Inventory management (order equipment, receive equipment, transfer inventory, adjust inventory, send inventory to refurbishment, receive inventory from refurbishment, and warehouse management)	O	P	Amdocs will build systems to support these processes in an automated fashion as per the requirements in Schedule 4 .
6.3.4	Marketing related activities	O		
6.3.5	Cash drawer management	O	P	
6.3.6	Reconcile Third Party inventory loaded against the Managed Systems	O	V	Amdocs will build systems to support these processes in an automated fashion as per the requirements in Schedule 4 .
6.3.7	POS/cash management (sales to new customer, activate an MEID (Mobile Equipment Identifier), disconnect initiated by customer, reconnection of existing customer, equipment return, change ESN (Electronic Serial Number), sell DAVE gift card, accept payments, create adjustments, add/remove a feature, and change rate plan)	O	V	Amdocs will build systems to support these processes in an automated fashion as per the requirements in Schedule 4 .

		DAVE	AMDOCS	NOTES
6.3.8	- Market number administration - Load numbers into the Amdocs Systems - Change status of numbers - Reconcile numbers in the Amdocs Systems	P	O	DAVE will provide numbers to Amdocs team.
6.4	DEALER Operations			
6.4.1	Sales and Activations - Sales transactions for new customer - Return equipment - Conduct transaction for warranty, refurbish & DAVE promise	O	V	Amdocs will build systems to support these processes in an automated fashion as per the requirements in Schedule 4 .
6.5	Inventory			
6.5.1	Order equipment	O	V	Amdocs will build systems to support these processes in an automated fashion as per the requirements in Schedule 4 .
6.5.2	Report on inventory	O	V	Amdocs will build systems to support these processes in an automated fashion as per the requirements in Schedule 4 .
7	PMO			
7.1	Maintain a Centralized Project Management Office	P	O	
7.1.1	Maintain and update Project Plan	P	O	
7.1.2	Maintain implementation plan (separate from the Project Plan) for Deliverables	P	O	
7.1.3	Maintain open issues lists	P	O	
7.1.4	Control action items for Steering Committee	P	O	

Figure 1: Network Diagram

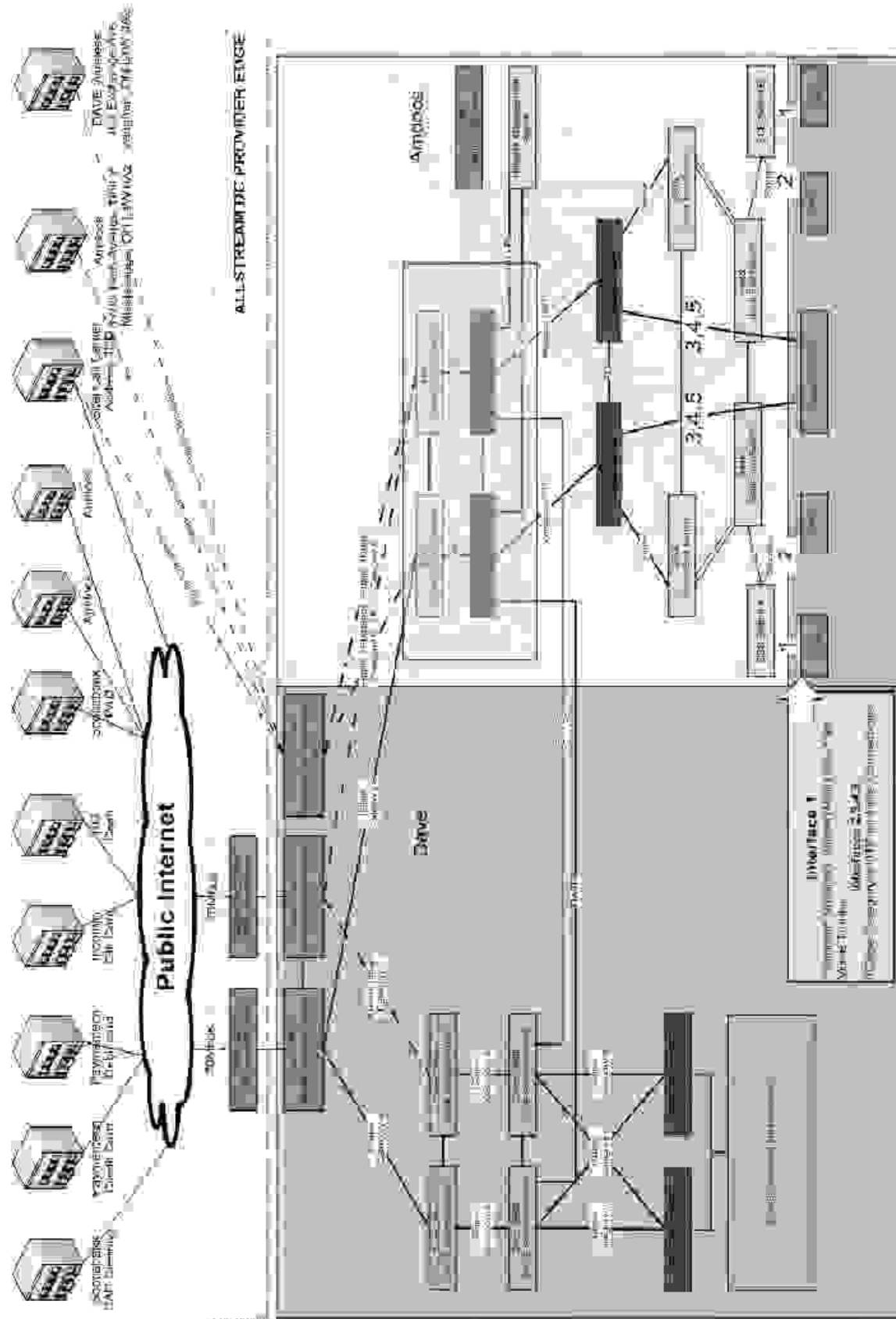
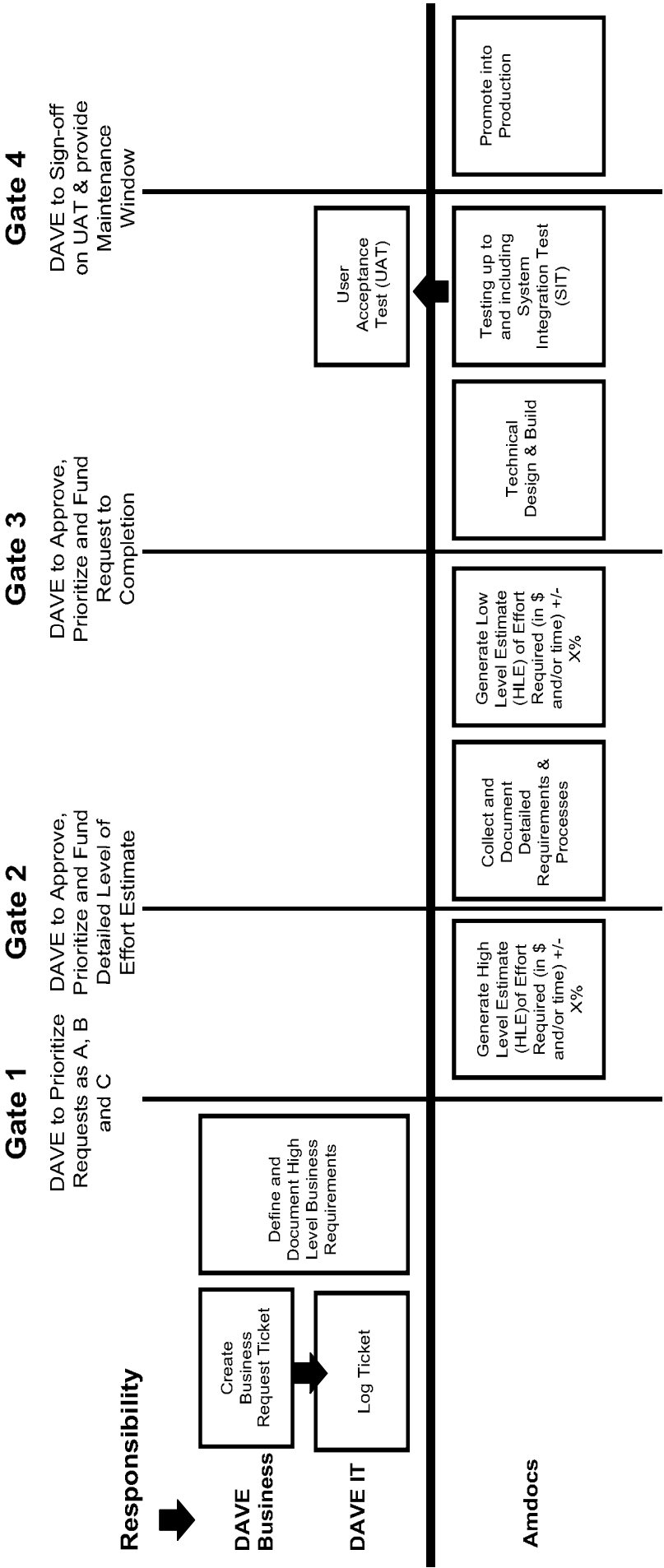


Figure 2: DAVE Development Lifecycle



**SCHEDULE 10-A
TO
MANAGED SERVICES AGREEMENT**

**SLA: CREDITABLE PERFORMANCE SPECIFICATIONS RELATED TO
AMDOCS SYSTEMS**

The undersigned parties accept this document as Schedule 10-A to the Managed Services Agreement dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc., Amdocs Canadian Managed Services, Inc. and Amdocs Software Systems Limited.

**AMDOCS SOFTWARE SYSTEMS
LIMITED**

By:

(Signature)

Name:

(Typed or Printed)

Title:

(Typed or Printed)

Date:

**AMDOCS CANADIAN MANAGED
SERVICES, INC.**

By:

(Signature)

Name:

(Typed or Printed)

Title:

(Typed or Printed)

Date:

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By:

(Signature)

Name:

(Typed or Printed)

Title:

(Typed or Printed)

Date:

By:

(Signature)

Name:

(Typed or Printed)

Title:

(Typed or Printed)

Date:

Table of Contents

Introduction.....	3
Scope.....	3
Measurement Table.....	3
Creditable Performance Specifications (CPS) Measurement Structure	3
Performance Credits.....	3
Monthly CPS Report.....	4
Definitions.....	4
Individual CPS Monthly Scoring Matrix	6
Associated Measurement Chart.....	6
Creditable Performance Specifications (CPS).....	7
1. Availability: Online System(s)	7
1.1. Availability.....	7
1.1.1. Creditable Performance Specification.....	7
1.1.2. CPS Measures.....	7
2. Availability: Prepaid Billing.....	8
2.1. Availability.....	8
2.1.1. Creditable Performance Specification.....	8
2.1.2. CPS Measures.....	8
3. Availability: Prepaid Replenishment	9
3.1. Availability.....	9
3.1.1. Creditable Performance Specification.....	9
3.1.2. CPS Measures.....	9
4. Defect Quantity.....	10
4.1. Defect Quantity	10
4.1.1. Creditable Performance Specification.....	10
4.1.2. CPS Measures.....	11
4.1.3. Notification and Resolution Targets	11
5. Exceptions.....	12
6. Required Maintenance Periods	14

Introduction

Scope

For the Managed Services based on the Amdocs Systems, Amdocs will measure and report its performance (per site) of the services against the CPSs shown in the table below, and their Service Levels, as further defined below. Enterprise application CPSs are specified in Schedule 10-B.

Measurement Table

Number	Creditable Performance Specification
1.	System Availability
2.	Number of Incidents
Common Items	
Section 5	Exceptions

Creditable Performance Specifications (CPS) Measurement Structure

Each CPS shall be measured using a “Green - Red” traffic light mechanism. A “Green” state indicates that the CPS measure was met and/or exceeded the acceptance criteria while a “Red” state indicates that the CPS measure did not meet the acceptance criteria. A “Red” CPS state indicates that there may be a financial credit due to DAVE (a “Performance Credit”).

Performance Credits

Set forth below is a table summarizing the monthly Performance Credits. On a monthly basis, the Performance Credit total cannot exceed \$28,000 CDN.

Per CPS Category Credit Level				
CPS State	Critical (CDNS)	High (CDNS)	Medium (CDNS)	Low (CDNS)
Red	\$28,000	\$17,000	\$5,000	\$1,000

In the event that Amdocs fails to meet a given CPS measure or measures in a month, Amdocs has the ability to “Earn Back” all or a portion of the applicable Performance Credit. The “Earn Back” will be achieved when the CPS measure or measures that resulted in the Performance Credit are met/exceeded (e.g. a Green state) for the three (3) consecutive reporting months following the CPS failure. In the event that one or more CPS measures that resulted in the Performance Credit are inactive or not applicable for any portion of the three reporting months

following the generation of the Performance Credit, the “Earn Back” will be determined using the three measurement periods subsequent to the generation of the Performance Credit in which the CSPs are active and applicable.

On a monthly basis, there will be a “true-up” at which time the net amount of the Performance Credits and “Earn Back” amounts will be calculated (the “Net Amount”), and such Net Amount will be paid or credited to DAVE.

Further, notwithstanding the calculation of the Net Amount per CPS, the aggregate Net Amount for all CPS measures, per month in any given year, shall not exceed the amounts set forth in the chart below:

	Maximum Monthly Financial Cap
Net Amount Due to DAVE	\$28,000 (CDN\$)

Monthly CPS Report

On a monthly basis, Amdocs shall provide a written report (the “Monthly CPS Report”) to DAVE that includes the following information:

- a) Amdocs’ quantitative performance for each CPS;
- b) Individual “Green – Red” State for each CPS;
- c) Any monthly Performance Credit due for each CPS;
- d) The year-to-date net Service Level Credit balance for each CPS and for all the CPSs in total;
- e) A “root-cause analysis” and corrective action plan with respect to any CPS where the Individual CPS was not “Green” during the preceding month;
- f) Trend or statistical analysis with respect to each CPS.

The Monthly CPS Report for each month during the performance of the Services shall be provided to DAVE by the twentieth (20th) calendar day of the following month.

Definitions

Term	Definition
Defect	A material inconsistency of the Software or Services with their applicable specifications.
EQ	Equal to

Term	Definition
GE	Greater than or equal to
GT	Greater than
H	Hour
LE	Less than or equal to
LT	Less than
Measurement Period	Calendar Month
Severity Levels	The following definitions of problem severity levels are used in the definitions of the CPS and their Service Levels under this Schedule: <u>Severity 1 (Sev 1)</u> Amdocs Systems deployed in the production environment are inoperative for an entire user base (i.e. Call Center and/or Corporate Office and/or Dealers/Stores or for DAVE subscribers) and a known workaround does not exist. <u>Severity 2 (Sev 2)</u> Amdocs Systems deployed in the production environment are: partially inoperative (i.e. impacting 5 or more users in a Call Center and/or Corporate Office and/or Dealers / Stores); critical business functions (i.e. business functions impacting the servicing of DAVE subscribers) are functionally degraded and a known work around does not exist; or critical business reporting is demonstrating material functional degradation. <u>Severity 3 (Sev 3)</u> Amdocs Systems deployed in the production environment are available but experiencing non-critical performance or functional degradation. <u>Severity 4 (Sev 4)</u> Single user experiencing access issues (User ID issue, permissions profile issue) or the Amdocs Systems deployed in the production environment contain a cosmetic issue which does not affect performance, usability, or security.

Individual CPS Monthly Scoring Matrix

Each CPS definitions below includes only one associated measurement to determine the composite score for the CPS for the Measurement Period. The associated measurement will be the sole measure of compliance relative to the respective CPS. In the event that a CPS or associated measure is inactive or not applicable for a given Measurement Period, the entire CPS will be excluded from the calculation of Performance Credits for a given Measurement Period.

Associated Measurement Chart

CPS	Category	Associated Measure	CPS Percentage
Availability: Online Systems	High	Online Availability	100%
Availability: Prepaid Billing	Critical	Online Availability	100%
Availability: Prepaid Replenishment	Critical	Online Availability	100%
Incident Severity Level 1	Critical	Defect Quantity	100%
Incident Severity Level 2	High	Defect Quantity	100%
Incident Severity Level 3	Medium	Defect Quantity	100%
Incident Severity Level 4	Low	Defect Quantity	100%

Creditable Performance Specifications (CPS)

1. Availability: Online System(s)

1.1. Availability

1.1.1. Creditable Performance Specification

Specification:	Availability
Definition:	The time the Amdocs online system(s) are available. Online systems include AMSS, ASAP, CRM, POS, and AAM.
CPS Formula:	$((\text{Online Minutes} - \text{Online Outage}) / \text{Online Minutes}) * 100$
Measurement Period:	Calendar Month
Data Source:	Amdocs reporting tool
Frequency of Collection:	Continuous
Special Exclusions:	Approved maintenance periods will be excluded from this measure. Online Availability calculation shall exclude the measurement of availability time for outages that are due to Defects with adjoining Third Party System for which DAVE is responsible.

1.1.2. CPS Measures

Availability

Individual CPS GR State	Availability Percentage
Green	GE 99.80%
Red	LT 99.80%

2. Availability: Prepaid Billing

2.1. Availability

2.1.1. Creditable Performance Specification

Specification: Availability

Definition: The time the Amdocs online system(s) is/are available for Real Time Balance Charging and Authentication and Authorization. Systems included within this CPS include OLC and SCP. There will be 2 availability categories each scored separately.

Categories:

Real Time Charging

Authentication and Authorization

CPS Formula: $((\text{Online Minutes} - \text{Online Outage}) / \text{Online Minutes}) * 100$

Measurement Period: Calendar Month

Data Source: Amdocs reporting tool

Frequency of Collection: Continuous

Special Exclusions: Maintenance periods will be excluded from this measure.
Online Availability calculation shall exclude the measurement of availability time for outages that are due to issues with adjoining Third Party Systems for which DAVE is responsible.

2.1.2. CPS Measures

Individual CPS GR State	Prepaid Availability Percentage
Green	GE 99.99%
Red	LT 99.99%

3. Availability: Prepaid Replenishment

3.1. Availability

3.1.1. Creditable Performance Specification

Specification: Availability

Definition: The time the Amdocs online system(s) is/are available for Real Time Replenishment Availability and

Categories:

Real Time Replenishment Availability

CPS Formula: $((\text{Online Minutes} - \text{Online Outage}) / \text{Online Minutes}) * 100$

Measurement Period: Calendar Month

Data Source: Amdocs reporting tool

Frequency of Collection: Continuous

Special Exclusions: Approved maintenance periods will be excluded from this measure.
Online Availability calculation shall exclude the measurement of availability time for outages that are due to issues with adjoining Third Party Systems for which DAVE is responsible.

3.1.2. CPS Measures

Availability

Individual CPS GR State	Prepaid Replishment Percentage
Green	GE 99.99%
Red	LT 99.99%

4. Defect Quantity

4.1. Defect Quantity

4.1.1. Creditable Performance Specification

Specification:	Defect Quantity and Severity
Definition:	The quantity and severity of Defects discovered in the Amdocs Systems and Amdocs Services during ongoing operations where a ticket has been submitted to the Amdocs Help Desk.
CPS Formula:	The number of tickets placed into the disposition of “Defect” in the Amdocs Ticketing System during the Measurement Period by severity.
Measurement Period:	Calendar Month
Data Source:	Amdocs Ticketing System
Frequency of Collection:	Continuous
Special Exclusions:	The tabulation of Defect Quantity shall exclude the following: • Duplicate tickets • Work request (unless associated with a Defect) • Tickets containing the problem source of DAVE • Tickets related to Amdocs-supported applications that fall outside the scope of Amdocs Systems (e.g. Amdocs Provided Third Party Software and DAVE Third Party Software). • Incidents classified as “service requests” (i.e. password resets, managing individual user security profiles)

4.1.2. CPS Measures

The following scoring criteria are to be used for the first (1st) six (6) months following the commencement of production with the applicable Software.

Defect Quantity and Severity

Individual CPS GR State	Number of Issues by Severity Level			
	Severity 1	Severity 2	Severity 3	Severity 4
Green	LE 2	LE 15	LE 80	LE 120
Red	GT 2	GT 15	GT 80	GT 120

The following scoring criteria are to be used starting with the seventh (7th) month following the commencement of production with the applicable Software.

Defect Quantity and Severity

Individual CPS GR State	Number of Issues by Severity Level			
	Severity 1	Severity 2	Severity 3	Severity 4
Green	LE 1	LE 10	LE 80	LE 120
Red	GT 1	GT 10	GT 80	GT 120

4.1.3. Notification and Resolution Targets

The following table represents the operational guidelines that Amdocs will employ for the notification and resolution of production incidents.

Event	Severity 1	Severity 2	Severity 3	Severity 4
Resolution	Best Efforts will be employed until the incident is resolved	Commercially Reasonable efforts will be employed until the incident is resolved	Incidents will be prioritized / coordinated with DAVE for the next available production deployment	Incidents will be prioritized / coordinated with DAVE for the next available production deployment

5. Exceptions

Amdocs may be relieved of responsibility for Service Levels and associated Performance Credits due to reasons including the following:

- a) Issues arising because of malfunctions in systems maintained by DAVE shall be exempt from all CPS calculations.
- b) Circumstances that excuse performance in connection with a Force Majeure Event as specified in the Agreement.
- c) All agreed Maintenance Windows.
- d) Issues resulting from components (e.g., hardware, software, network, maintenance), including facility, application software and user-controlled problems, for which DAVE is operationally responsible.
- e) DAVE's reprioritization of tasks to be performed by Amdocs where Amdocs has notified DAVE that such reprioritization will cause Amdocs to miss a Service Level notwithstanding Amdocs' reasonable efforts to continue performance.
- f) The acts or omissions of any third party supplier, vendor, or other contractor of DAVE unless they are operating as a subcontractor of Amdocs or under Amdocs' instruction.
- g) DAVE's refusal to implement additional hardware and/or software for which DAVE is financially and operationally responsible in accordance with the Agreement.

In the event that Amdocs has not completed its full software certification testing process prior to the initial production launch of the Amdocs Systems, and DAVE elects to proceed with the commercial launch of the systems, Amdocs will be entitled to complete its certification testing processes in parallel with the production operations of the systems. Such delays to the completion of certification testing may result from DAVE Third Party applications not being ready in time for planned testing, Change Requests being identified and approved late in the development lifecycle, and/or non-critical application defects identified late in the testing cycle. In the scenario in which certification testing is delayed, all incidents related to non-critical business functions and software systems will be opened with an incident severity equal to its defined value + 1 (e.g. a Sev 2 incident will be classified as a Sev 3 incident). Incidents that would be opened as a Sev 4 incident will remain Sev 4 incidents even under this exception provision.

This alteration to the categorization of incidents shall remain in place until such time that Amdocs completes its certification testing process but under no circumstances will this alteration be permitted to last in excess of the six (6) months following the production launch of the commercial applications. At the point in which DAVE makes the decision to launch the commercial application, Amdocs and DAVE will mutually agree on the timeframe under which certification testing will be completed in order to define the testing window to which this exception applies.

The following application components are considered non-critical for the purposes of this exception:

1. GL: the daily interface to the BSS systems (including POS) and the corporate GL
2. APRM: the settlement of LD and Roaming charges with DAVE trading partners
3. AMDD: Formatting of customer statements
4. Reporting: all reporting functions including Subscriber reporting
5. Mediation: processing of offline network events for the purposes of usage query and Subpoena complicity
6. Resource Management: phone number allocations to specific markets, user groups, and / or number pools
7. IVR Integration: real-time interaction with the Sitel IVR
8. Subpoena Functionality: compliance with requests for voice, SMS, MMS, and Data usage records as required to support legally mandated requests.

6. Required Maintenance Periods

The following maintenance windows are for the purposes of carrying out regular Change Management Procedures associated with Release management and/or maintenance of the Amdocs Systems. The normal out-of-service (fully unavailable) period is approximately one hour. Other out-of-service conditions beyond the norm will be mutually agreed upon in advance (for example, approved Change Controls). Service level metrics may not be collected during the Maintenance Period. During this period the systems may experience minor interruptions, performance degradation or operate with a reduced capacity.

Maintenance Time Period: Daily 00:00 ET – 05:00ET

**SCHEDULE 10-B
TO
MANAGED SERVICES AGREEMENT**

***SLA: CREDITABLE PERFORMANCE SPECIFICATIONS RELATED TO
AMDOCS SYSTEMS***

The undersigned parties accept this document as Schedule 10-B to the Managed Services Agreement dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc., Amdocs Canadian Managed Services, Inc. and Amdocs Software Systems Limited:

**AMDOCS SOFTWARE SYSTEMS
LIMITED**

By: 
(Signature)

Name: Robert Butler
(Typed or Printed)

Title: Assistant Secretary
(Typed or Printed)

Date: 24.05.2010

**AMDOCS CANADIAN MANAGED
SERVICES, INC.**

By: 
(Signature)

Name: Sarah Hutchinson
(Typed or Printed)

Title: VP of Senior CSO
(Typed or Printed)

Date: APR 15 2010

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By: 
(Signature)

Name: Dave D'Silva
(Typed or Printed)

Title: CEO
(Typed or Printed)

Date: 4/13/10

By: 
(Signature)

Name: Robert Butler
(Typed or Printed)

Title: VP
(Typed or Printed)

Date: 4/13/10

Table of Contents

Introduction.....	3
Scope.....	3
Measurement Table	3
Creditable Performance Specifications (CPS) Measurement Structure	3
Performance Credits	3
Monthly CPS Report	4
Definitions	5
Individual CPS Monthly Scoring Matrix	7
Associated Measurement Chart.....	7
Creditable Performance Specifications (CPS).....	8
1. Availability: Online System(s)	8
1.1. Availability.....	8
1.1.1. Creditable Performance Specification.....	8
1.1.2. CPS Measures	9
2. Defect Quantity	10
2.1. Defect Quantity	10
2.1.1. Creditable Performance Specification.....	10
2.1.2. CPS Measures	11
3. Exceptions.....	12
4. Required Maintenance Periods	14

Introduction

Scope

For the Managed Services based on the Amdocs Provided Third Party Systems, Amdocs will measure and report its performance (per site) of the services against the CPSs shown in the table below, and their Service Levels, as further defined below. CPSs related to the Amdocs Systems are specified in Schedule 10-A.

Measurement Table

Number	Creditable Performance Specification
1.	System Availability
2.	Number of Incidents
Common Items	
Section 5	Exceptions

Creditable Performance Specifications (CPS) Measurement Structure

Each CPS shall be measured using a “Green - Red” traffic light mechanism. A “Green” state indicates that the CPS measure was met and/or exceeded the acceptance criteria while a “Red” state indicates that the CPS measure did not meet the acceptance criteria. A “Red” CPS state indicates that there may be a financial credit due to DAVE (a “Performance Credit”).

Performance Credits

Set forth below is a table summarizing the monthly Performance Credits. On a monthly basis, the Performance Credit total associated with Amdocs Provided Third Party Software cannot exceed \$5,000 CDN.

Per CPS Category Credit Level				
CPS State	Critical (CDNS)	High (CDNS)	Medium (CDNS)	Low (CDNS)
Green	\$5,000	\$3,000	\$2,000	\$1,000

In the event that Amdocs fails to meet a given CPS measure or measures in a month, Amdocs has the ability to “Earn Back” all or a portion of the applicable Performance Credit. The “Earn Back” will be achieved when the CPS measure or measures that resulted in the Performance Credit are met/exceeded (e.g. a Green state) for the three consecutive reporting months following

the CPS failure. In the event that one or more CPS measures that resulted in the Performance Credit are inactive or not applicable for any portion of the three reporting months following the generation of the Performance Credit, the “Earn Back” will be determined using the three measurement periods subsequent to the generation of the Performance Credit in which the CSPs are active and applicable.

On a monthly basis, there will be a “true-up” at which time the net amount of the Performance Credits and “Earn Back” amounts will be calculated (the “Net Amount”), and such Net Amount will be paid or credited to DAVE.

Further, notwithstanding the calculation of the Net Amount per CPS, the aggregate Net Amount for all CPS measures, per month in any given year, shall not exceed the amounts set forth in the chart below:

	Maximum Monthly Financial Cap
Net Amount Due to DAVE	\$5,000 CDN

Monthly CPS Report

On a monthly basis, Amdocs shall provide a written report (the “Monthly CPS Report”) to DAVE that includes the following information:

- a) Amdocs’ quantitative performance for each CPS;
- b) Individual “Green – Red” State for each CPS;
- c) Any monthly Performance Credit due for each CPS;
- d) The year-to-date net Service Level Credit balance for each CPS and for all the CPSs in total;
- e) A “root-cause analysis” and corrective action plan with respect to any CPS where the Individual CPS was not “Green” during the preceding month;
- f) Trend or statistical analysis with respect to each CPS.

The Monthly CPS Report for each month during the performance of the Services shall be provided to DAVE by the twentieth (20th) calendar day of the following month.

Definitions

Term	Definition
Defect	A material inconsistency of the Software or Services with their applicable specifications.
EQ	Equal to
GE	Greater than or equal to
GT	Greater than
H	Hour
LE	Less than or equal to
LT	Less than
Measurement Period	Calendar Month

Term	Definition
Severity Levels	The following definitions of problem severity levels are used in the definitions of the CPS and their Service Levels under this Schedule: <u>Severity 1 (Sev 1)</u> A Defect causing the Software (in its entirety) to become inoperative or severely impaired, and which has a severe commercial impact on DAVE's business, and for which there is no alternative processing, fix, or workaround. Severely impaired application performance is the inability to perform critical transactions in such a manner that an entire department or more than 50% of the users in a call center are unable to use the functionality of the application, resulting in significant financial loss. <u>Severity 2 (Sev 2)</u> Serious Defect in critical functionality causing DAVE's business to be significantly affected and a known work around does exist. 20% or more of users in a call center or 50% of an entire department are unable to use the functionality of the application, or a loss of a major function within a single sub-application of the Software. <u>Severity 3 (Sev 3)</u> Minor Defect/disturbance that results in instability and/or is bothersome to users, with insignificant commercial impact to DAVE's business One (1) or more users in a call center are unable to use the functionality of the application. <u>Severity 4 (Sev 4)</u> Security or cosmetic Defect that does not impact performance. Overall: Any Defect not qualified as Sev 1, Sev 2 or Sev 3 according to the above definitions.

Individual CPS Monthly Scoring Matrix

Each CPS definitions below includes only one associated measurement to determine the composite score for the CPS for the Measurement Period. The associated measurement will be the sole measure of compliance relative to the respective CPS. In the event that a CPS or associated measure is inactive or not applicable for a given Measurement Period, the entire CPS will be excluded from the calculation of Performance Credits for a given Measurement Period.

Associated Measurement Chart

CPS	Category	Associated Measure	CPS Percentage
Availability: Online Systems	High	Online Availability	100%
Incident Severity Level 1	Critical	Defect Quantity	100%
Incident Severity Level 2	High	Defect Quantity	100%
Incident Severity Level 3	Medium	Defect Quantity	100%
Incident Severity Level 4	Low	Defect Quantity	100%

Creditable Performance Specifications (CPS)

1. Availability: Online System(s)

1.1. Availability

1.1.1. Creditable Performance Specification

Specification:	Availability
Definition:	The time the Amdocs online system(s) are available
CPS Formula:	$((\text{Online Minutes} - \text{Online Outage}) / \text{Online Minutes}) * 100$
Measurement Period:	Calendar Month
Data Source:	Amdocs reporting tool
Frequency of Collection:	Continuous
Special Exclusions:	Amdocs Provided Third Party applications, with the exception of SAP, will be available to end users during the following hours: Monday – Friday (excluding Holidays): 07:00 ET – 23:00 ET Weekends and Holidays: 09:00 ET – 21:00 ET

The SAP online application will be available to end users during the following hours:

Monday – Sunday (including Holidays): 07:00 ET – 23:59 ET

Online Minutes for the CPS Formula will be computed based upon the availability times defined above.

Maintenance periods during the availability hours above will be excluded from this measure.

Online Availability calculation shall exclude the measurement of availability time for outages that are due to Defects with adjoining Third Party System for which DAVE is responsible.

1.1.2. CPS Measures

Availability

Individual CPS BGYR State	Availability Percentage
Green	GE 99.80%
Red	LT 99.80%

2. Defect Quantity

2.1. Defect Quantity

2.1.1. Creditable Performance Specification

Specification:	Defect Quantity and Severity
Definition:	The quantity and severity of Defects discovered in the Amdocs Provided Third Party Software and the associated Amdocs Services during ongoing operations where a ticket has been submitted to the Amdocs Help Desk.
CPS Formula:	The number of tickets placed into the disposition of “Defect” in the Amdocs Ticketing System during the Measurement Period by severity.
Measurement Period:	Calendar Month
Data Source:	Amdocs Ticketing System
Frequency of Collection:	Continuous
Special Exclusions:	The tabulation of Defect Quantity shall exclude the following: • Duplicate tickets • Work request (unless associated with a Defect) • Questions (i.e., answer-only tickets unless associated with a defect) • Tickets containing the problem source of DAVE • Tickets related to Amdocs-supported applications that fall outside the scope of Amdocs Provided Third Party Software (e.g. Amdocs Systems).

2.1.2. CPS Measures

The following scoring criteria are to be used for the first (1st) six (6) months following the commencement of production with the applicable Software.

Product Defect Quantity and Severity

Individual CPS BGYR State	Number of Issues by Severity Level			
	Severity 1	Severity 2	Severity 3	Severity 4
Green	LE 2	LE 15	LE 80	LE 120
Red	GT 2	GT 15	GT 80	GT 120

The following scoring criteria are to be used starting with the seventh (7th) month following the commencement of production with the applicable Software.

Product Defect Quantity and Severity

Individual CPS BGYR State	Number of Issues by Severity Level			
	Severity 1	Severity 2	Severity 3	Severity 4
Green	LE 1	LE 10	LE 80	LE 120
Red	GT 1	GT 10	GT 80	GT 120

3. Exceptions

Amdocs may be relieved of responsibility for Service Levels and associated Performance Credits due to reasons including the following:

- a) Issues arising because of malfunctions in systems maintained by DAVE shall be exempt from all CPS calculations. For example: Defects caused by activation failures in network applications will be exempt.
- b) Circumstances that excuse performance in connection with a Force Majeure Event as specified in the Agreement.
- c) All agreed Maintenance Windows.
- d) Issues resulting from components (e.g., hardware, software, network, maintenance), including facility, application software and user-controlled problems, for which DAVE is operationally responsible.
- e) DAVE's reprioritization of tasks to be performed by Amdocs where Amdocs has notified DAVE that such reprioritization will cause Amdocs to miss a Service Level notwithstanding Amdocs' reasonable efforts to continue performance.
- f) The acts or omissions of any third party supplier, vendor, or other contractor of DAVE unless they are operating as a subcontractor of Amdocs or under Amdocs' instruction.
- g) DAVE's refusal to implement additional hardware and/or software for which DAVE is financially and operationally responsible in accordance with the Agreement.

In the event that Amdocs has not completed its full software certification testing process prior to the initial production launch of the Managed Systems, and DAVE elects to proceed with the commercial launch of the systems, Amdocs will be entitled to complete its certification testing processes in parallel with the production operations of the systems. In this scenario, all incidents related to non-critical business functions and software systems will be opened with an incident severity equal to its defined value + 1 (e.g. a Sev 2 incident will be classified as a Sev 3 incident). Incidents that would be opened as a Sev 4 incident will remain Sev 4 incidents even under this exception provision.

This alteration to the categorization of incidents shall remain in place until such time that Amdocs completes its certification testing process but under no circumstances will this alteration be permitted to last in excess of the six (6) months following the production launch of the commercial applications. At the point in which DAVE makes the decision to launch the commercial application, Amdocs will commit to the timeframe under which certification testing will be completed in order to define the testing window to which this exception applies.

The following application components are considered non-critical for the purposes of this exception:

- h) SAP Integration with other Systems: Excludes all business functionality deployed in the initial production launch of SAP.
- i) Infor: All Functionality
- j) Bassett Labs Watchdog: All functionality
- k) Alfresco: All functionality
- l) Scorecard: All functionality

4. Required Maintenance Periods

The following maintenance windows are for the purposes of carrying out regular Change Management Procedures associated with Release management and/or maintenance of the Amdocs Provided Third Party Systems. The normal out-of-service (fully unavailable) period is approximately one hour. Other out-of-service conditions beyond the norm will be mutually agreed upon in advance (for example, approved Change Controls). Service level metrics may not be collected during the Maintenance Period. During this period the systems may experience minor interruptions, performance degradation or operate with a reduced capacity.

Maintenance Time Period: Daily 00:00 ET – 05:00ET

SCHEDULE 11
TO
MANAGED SERVICES AGREEMENT

PROJECT SCHEDULE

The undersigned parties accept this document as Schedule 11 to the Managed Services Agreement dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc., Amdocs Canadian Managed Services, Inc. and Amdocs Software Systems Limited:

AMDOCS SOFTWARE SYSTEMS LIMITED

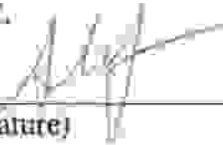
By: 
(Signature)
Name: Philip Butler
(Typed or Printed)
Title: Assistant Secretary
(Typed or Printed)
Date: 24.05.2010

AMDOCS CANADIAN MANAGED SERVICES, INC.

By: 
(Signature)
Name: David Stuckey
(Typed or Printed)
Title: VP - Services MGR
(Typed or Printed)
Date: APR 15 2010

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By: 
(Signature)
Name: DAVE DUGGAN
(Typed or Printed)
Title: CEO
(Typed or Printed)
Date: 4/15/10

By: 
(Signature)
Name: Stewart Lyne
(Typed or Printed)
Title: CEO
(Typed or Printed)
Date: 4 April 19, 2010

Scope

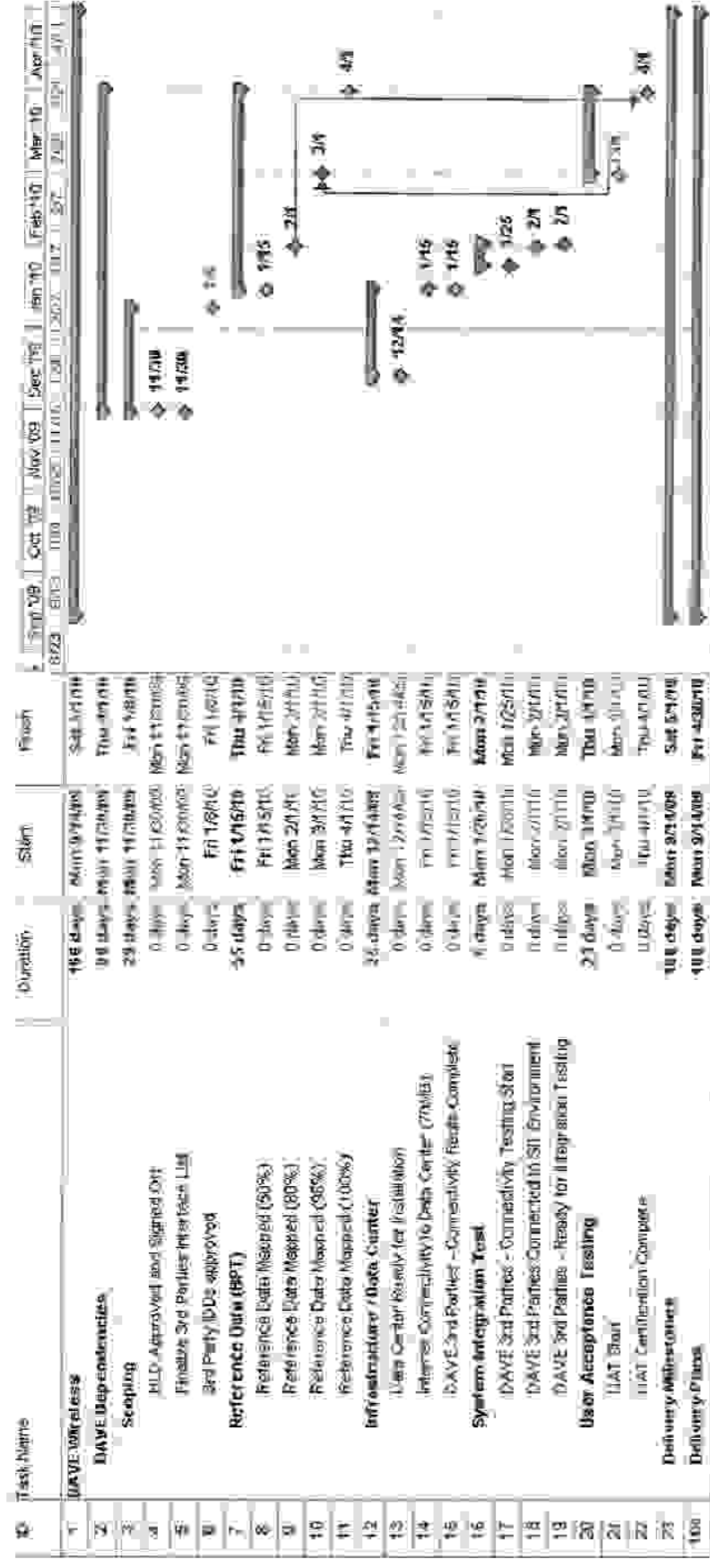
The project plan included in this document provides a summarized view of all program workstreams across the lifecycle of the project to deliver the Managed Systems for launch. The critical dependancies that Amdocs has on DAVE Wireless are highlighted at the beginning of the project plan. This project plan, as with all project plans, is dynamic and will be updated on a weekly basis as the project proceeds. Changes to dates for any activities on the program critical path will be discussed with DAVE on a weekly basis during the regular program status meetings.

1.1. Gantt View

The following graphics provide a Gantt view of the tasks, start dates, and end dates that make up project plan that will be used during the DAVE engagement.

1.1.1. DAVE Dependency View

The following view displays the major activities owned by DAVE as per Schedule 5.



1.1.2. Delivery Plan View.

The following view displays the high level Delivery Plan for the overall program.

ID	Task Name	Duration	Start	Ended
1	DAVE Wireless.	168 days	Mon 3/1/00	Sat 6/1/01
2	DAVE Dependencies.	39 days	Mon 11/30/99	Thu 4/1/00
23	Delivery Milestone's	168 days	Mon 11/1/00	Sat 6/1/01
104	Delivery Phase	186 days	Mon 11/1/00	Fri 4/20/01
105	BSS	105 days	Mon 11/1/00	Thu 2/4/01
106	Scoping	54.5 days	Mon 11/1/00	Mon 11/30/00
112	OCUT	35 days	Tue 12/1/00	Mon 1/18/01
125	SST & System Test Execution	15 days	Mon 1/18/01	Thu 2/8/01
130	Implementation (R1/6P1)	85 days	Mon 11/30/00	Thu 3/25/01
131	Reference Table Data for SST	25 days	Mon 11/30/00	Fri 1/1/01
134	Reference Table Data for SII	20 days	Mon 1/1/01	Thu 1/28/01
138	Reference Table Data for SII	10 days	Fri 1/2/01	Thu 2/1/01
140	Reference Table Data for IMAI	30 days	Fri 2/2/01	Thu 3/25/01
144	Reliance Table Data for Production	137.5 days	Wed 10/21/00	Thu 4/28/01
148	Development	78.5 days	Wed 10/21/00	Fri 3/5/01
160	U300 Manufactured	47 days	Wed 10/21/00	Fri 12/24/00
170	Production SCP Implementation	98.5 days	Thu 12/24/00	Thu 4/28/01
189	Test SCP Implementation	76.5 days	Thu 12/24/00	Fri 4/8/01
208	Enterprise Systems (ES)	117 days	Mon 10/9/00	Mon 3/22/01
230	SAP Release 1 : Standalone (RIS Scheme)	61 days	Mon 10/9/00	Mon 1/4/01
245	SAP Release 2 : Integration (RIS Scheme)	62 days	Mon 12/13/00	Mon 2/8/01
250	Initial SFA	42 days	Mon 12/21/00	Mon 2/15/01
245	Alfresco (Taxithine)	47 days	Mon 12/21/00	Mon 2/22/01
253	BaselW Labs	55 days	Mon 1/1/01	Thu 3/10/01
273	ScoreCard	55 days	Wed 4/6/01	Mon 3/22/01
289	eShare (Postcom)	51 days	Mon 12/21/00	Fri 3/26/01

ID	Task Name	Duration	Start	Finish
300	GSS	142 days	Mon 9/14/09	Mon 3/28/10
301	Data Center Readiness- Toronto	22 days	Mon 11/16/09	Fri 12/18/09
310	IT Systems / Infra Plan	118 days	Mon 9/14/09	Thu 2/11/10
337	Testing	142 days	Mon 9/14/09	Mon 3/22/10
386	ITOPS	96 days	Mon 9/14/09	Sat 1/23/10
416	ITCOPS	140 days	Mon 9/14/09	Thu 3/25/10
454	System Integration Testing	74 days	Mon 12/28/09	Thu 4/1/10
455	SIT Planning	20 days	Mon 12/28/09	Fri 1/23/10
459	SIT Execution	50 days	Sat 1/23/10	Thu 4/1/10
462	User Acceptance Testing	51 days	Mon 1/19/10	Fri 3/26/10
463	UAT Planning	31 days	Mon 1/19/10	Fri 2/26/10
465	UAT Execution	20 days	Mon 3/8/10	Fri 3/26/10
467	Deployment	108 days	Mon 9/14/09	Fri 4/30/10
468	Deployment Planning	34 days	Mon 9/14/09	Fri 1/22/10
475	Deployment Execution	106 days	Mon 9/14/09	Fri 4/30/10

**SCHEDULE 12
TO
MANAGED SERVICES AGREEMENT**

STEERING COMMITTEE AND KEY PERSONNEL

The undersigned parties accept this document as Schedule 12 to the Managed Services Agreement dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc., Amdocs Canadian Managed Services, Inc. and Amdocs Software Systems Limited:

**AMDOCS SOFTWARE SYSTEMS
LIMITED**

By: 
(Signature)

Name: Lilian Brynner
(Typed or Printed)

Title: Assistant Secretary
(Typed or Printed)

Date: 1 April 2010

**AMDOCS CANADIAN MANAGED
SERVICES, INC.**

By: 
(Signature)

Name: Denis Lacroix
(Typed or Printed)

Title: VP & Sr. CMO
(Typed or Printed)

Date: September 30 2010

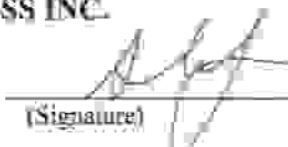
DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By: 
(Signature)

Name: David Dobson
(Typed or Printed)

Title: _____
(Typed or Printed)

Date: Dec 9/09

By: 
(Signature)

Name: Stuart Evans
(Typed or Printed)

Title: _____
(Typed or Printed)

Date: Dec 9/09

This Schedule specifies the Parties' personnel who will be actively engaged in the executive management and execution of the Agreement and its performance.

1. Executive Steering Committee

DAVE Representatives

<i>Role / Job Title</i>	<i>Name (as of Signing Date)</i>
President	David Dohlin
Executive Vice-President, Corporate and Customer Operations	Stewart Lyons
Vice President, Systems Operations	Rym Lamsman

Amdocs Representatives

<i>Role / Job Title</i>	<i>Name (as of Signing Date)</i>
Vice President, Sr. CBE	Derek Rickaby
Senior Director, CBE	John MacDonald
Vice President, GSS	Martin Mintz
Amdocs Program Director	John Charron

2. Amdocs Key Personnel

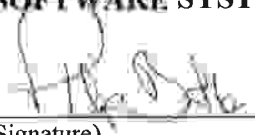
<i>Role / Job Title</i>	<i>Name (as of Signing Date)</i>
Client Business Executive (CBE)	John MacDonald
Customer Integration Manager (CIM) - BSS	Ami Bren
Customer Integration Manager (CIM) - Enterprise Systems	Richard Bondy
Customer Delivery Manager (through completion of Acceptance Testing)	Yossi Lustig
Amdocs Operations Manager, Champaign	G A Naidu

**SCHEDULE 12
TO
MANAGED SERVICES AGREEMENT**

STEERING COMMITTEE AND KEY PERSONNEL

The undersigned parties accept this Amendment No. 1 ("Amendment") for the original Schedule 12 to the Managed Services Agreement dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc., Amdocs Canadian Managed Services Inc. and Amdocs Software Systems Limited, is made as of July 13, 2012.

**AMDOCS SOFTWARE SYSTEMS
LIMITED**

By: 
(Signature)
Name: PHILIP BUTLER
(Typed or Printed)
Title: ASSISTANT SECRETARY
(Typed or Printed)
Date: 20th October 2012

**AMDOCS CANADIAN MANAGED
SERVICES INC.**

By: 
(Signature)
Name: Michael Couture
(Typed or Printed)
Title: SVP & CBE
(Typed or Printed)
Date: NOV 28 2012

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By: 
(Signature)
Name: Stewart Lyons
(Typed or Printed)
Title: President and COO
(Typed or Printed)
Date: DEC 11 2012

By: 
(Signature)
Name: Ryan Lausman
(Typed or Printed)
Title: VP Operations
(Typed or Printed)
Date: DEC 11 2012

This Schedule specifies the Parties' personnel who will be actively engaged in the executive management and execution of the Agreement and its performance.

1. Executive Steering Committee

DAVE Representatives

<i>Role / Job Title/Division</i>	<i>Name (as of Signing Date)</i>
COO & President	Stewart Lyons
Vice President, Systems Operations	Ryan Lausman

Amdocs Representatives

<i>Role / Job Title/Division</i>	<i>Name (as of Signing Date)</i>
Senior Vice President / Client Business Executive (CBE)	Michael Couture
Director, Client Business Executive (CBE),	Mickey Harary
Vice President, GSS	Martin Mintz

2. Amdocs Key Personnel

<i>Role / Job Title/Division</i>	<i>Name (as of Signing Date)</i>
Director, Client Business Executive (CBE)	Mickey Harary
Director, Customer Integration Manager (CIM)	Ami Citrin
Vice President, Development, Champaign	G A Naidu

Amdocs Software Systems Ltd
First Floor Block S
Eastpoint Business Park
Dublin 3
Ireland
Registered No: 297997

**SCHEDULE 13
TO
MANAGED SERVICES AGREEMENT**

CHANGE MANAGEMENT PROCEDURES

The undersigned parties accept this document as Schedule 13 to the Managed Services Agreement dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc., Amdocs Canadian Managed Services, Inc. and Amdocs Software Systems Limited:

**AMDOCS SOFTWARE SYSTEMS
LIMITED**

By:


(Signature)

Name:

Eileen Bisson
(Typed or Printed)

Title:

Assistant Secretary
(Typed or Printed)

Date:

1 March 2010

**AMDOCS CANADIAN
SERVICES, INC.**

By:


(Signature)

Name:

Doreen Loring
(Typed or Printed)

Title:

VP & General Mgr
(Typed or Printed)

Date:

1 March 2010

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By:


(Signature)

Name:

Dave DVB
(Typed or Printed)

Title:

(Typed or Printed)

Date:

Dec 7/09

By:


(Signature)

Name:

Steve Loring
(Typed or Printed)

Title:

(Typed or Printed)

Date:

Dec 7/09

The Change Management Procedures set forth in this Schedule supplement the terms set forth in the Agreement and, together with the terms set forth in that Section, set forth the only authorized mechanism to request and approve Changes. The persons authorized to request and/or approve Changes for and on behalf of each Party are identified in Attachment 1 to this Schedule.

I. Contractual Changes

Except to the extent the Agreement expressly permits a Change to be made by a Party without the consent of the other Party, neither Party will make any Change to the Project Plan, time frame for performance of Services, Order, or other similar performance-related contractual term, document or plan related to the Agreement (each, a “**Contractual Change**”) without complying with the Change Management Procedures set forth herein.

With respect to requests for Contractual Changes initiated by DAVE, the following process will be followed:

1.1. DAVE-Initiated Contractual Change Requests

- (a) To request a Contractual Change, DAVE’s authorized person will prepare and submit a Change Order Request and Authorization form, a sample copy of which is attached hereto as Attachment 2 (the “**CORA**”), to Amdocs’ authorized person, normally the Amdocs Project Manager or the individual identified as the Amdocs Change Order manager. Once DAVE completes the CORA and submits it to Amdocs, it shall constitute a “**Contractual Change Request**”. If a Contractual Change Request is directed to someone other than the Amdocs Project Manager or Amdocs Change Order manager, the recipient will facilitate delivery to the Amdocs Project Manager or Amdocs Change Order manager. The CORA is the sole document used for initiating a Contractual Change Request by either Party and for recording Contractual Changes.
- (b) Upon receipt of a Contractual Change Request, the Amdocs Project Manager will determine the impact of the Contractual Change, utilizing the appropriate Amdocs Personnel. The Amdocs Client Business Executive or Vice President Delivery will sign (on behalf of Amdocs) and forward the completed Contractual Change Request to DAVE. Amdocs’ response to the Contractual Change Request (the “**Contractual Change Response**”) will be provided to DAVE in a timely manner, but not longer than seven (7) days following Amdocs’ receipt of the Contractual Change Request from DAVE, unless otherwise mutually agreed to by both Parties. If necessary, DAVE’s authorized person and the Amdocs Project Manager will negotiate any open issues relative to the Contractual Change Request. If DAVE accepts and agrees to the Contractual Change Response, DAVE will execute the Change Response and return it to the Amdocs Project Manager. Such Contractual Change Response, after execution by DAVE’s authorized person, shall be deemed a “**Contractual Change Order**”. If DAVE does not execute a Contractual Change Response, the Parties will continue to comply with their obligations set forth in the Agreement.
- (c) The Contractual Change Order authorizes and obligates Amdocs to implement the Contractual Changes described therein and obligates DAVE to pay fees, if any, as

set forth therein. Execution of a Contractual Change Order by one of DAVE's authorized persons and the Amdocs Project Manager means the individual signing has the authority to authorize the Contractual Changes described therein.

- (d) Upon receipt of the Contractual Change Order, the Amdocs Project Manager will notify the appropriate Amdocs Personnel to proceed with the requirements set forth in the Contractual Change Order.

1.2. Amdocs-Initiated Contractual Change Requests

- (a) To request a Contractual Change, Amdocs's authorized person will prepare and submit a CORA to DAVE for review and approval. Once Amdocs completes and submits the CORA to DAVE, it shall constitute a Contractual Change Request.
- (b) Upon receipt of the Contractual Change Request, DAVE will evaluate it and, if accepted, DAVE's authorized person will execute the Contractual Change Request. Once DAVE executes the Contractual Change Request and submits it to Amdocs, it shall constitute a Contractual Change Order. Execution of a Contractual Change Request by DAVE's authorized person means the individual signing has the authority to authorize the Contractual Changes described therein. DAVE will accept or reject any Amdocs-initiated Contractual Change Request as soon as practical, but no later than seven (7) days from DAVE's receipt of the Contractual Change Request from Amdocs, unless otherwise mutually agreed to by both Parties. Upon receipt of the Contractual Change Order, the Amdocs Project Manager will notify the appropriate Amdocs Personnel to proceed with the requirements set forth in the Contractual Change Order.
- (c) If DAVE rejects any Amdocs Contractual Change Request, the Parties may meet to discuss and resolve such rejection. If Amdocs does not execute a Contractual Change Response, the Parties will continue to comply with their obligations set forth in the Agreement.

1.3. Customer Change Order Tracking

Amdocs will be responsible for tracking all Contractual Change Requests throughout the entire process from the initiation of the Contractual Change Request until the Contractual Change Order, if agreed, is completed.

2. Additional Services

To the extent Additional Services constitute a Contractual Change, the Parties must comply with **Section 1** of this Schedule.

Attachment 1

PERSONS AUTHORIZED TO REQUEST AND ACCEPT CHANGE REQUESTS

For DAVE:

VP Operations (as of the Signing Date, [name TBD])

EVP Operations (as of the Signing Date, [name TBD])

With respect to Changes to the Project Plan, such Changes must be agreed in writing by an officer of DAVE.

For Andoos:

Client Business Executive (as of the Signing Date, [TBD])

VP (as of the Signing Date, [name TBD])

With respect to Changes to the Project Plan, such Changes must be agreed in writing by a vice president of Andoos.

CHANGE ORDER REQUEST & AUTHORIZATION FORM

Contractual Change Request & Authorization Form			
Title:		#	
Submitted by:		Phone Number:	Date:
Description of proposed change (add attachments if necessary)			
Step 1: Assess impact of proposed change			
Cost:			
Terms of payment:			
Schedule:			
Other impacts:			
Investigation to be completed by: _____ by: _____ (Name of lead investigator) (date)			
Step 2: Approval/Rejection of proposed change			
DAVE	☐ Accept proposed change ☐ Reject proposed change	DAVE Authorized Signature:	Date:
	☐ Accept proposed change ☐ Reject proposed change	Amdocs Authorized Signature:	Date:
Reason for rejection: (add attachments if necessary)			
Notes regarding proposed change:			

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., AND DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.
Applicants

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT TORONTO

**MOTION RECORD - PART 2 of 3
(Returnable February 26, 2014)**

DENTONS CANADA LLP
1 Place Ville Marie
Suite 3900
Montreal, QC
H3B 4M7

Roger P. Simard / Ari Y. Sorek
LSUC Temporary Licensees (2014)
Quebec Bar Nos.: 180496-1 / 258252-0
Telephone: 514 878-5834 / 514 878-8883
Facsimile: 514 866-2241
E-mail: roger.simard@dentons.com /
ari.sorek@dentons.com

C. Blake Moran
LSUC No.: 62296M
Telephone: 416 863-4495
Facsimile: 416 863-4592
E-mail: blake.moran@dentons.com

*Lawyers for Amdocs Canadian Managed Services,
Inc. and Amdocs Software Systems Limited*

ONTARIO

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGMENT ACT*, R.S.C. 1985, c.
C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8440522
CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., AND DATA
& AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

Applicants

**MOTION RECORD
PART 3 of 3**

(Returnable February 26, 2014)

February 7, 2014

DENTONS CANADA LLP

1 Place Ville Marie
Suite 3900
Montreal, QC H3B 4M7

Roger P. Simard / Ari Y. Sorek

LSUC Temporary Licensees (2014)
Quebec Bar Nos.: 180496-1 / 258252-0
Telephone: 514 878-5834 / 514 878-8883
Facsimile: 514 866-2241 / 514 866-2241
E-mail: roger.simard@dentons.com /
ari.sorek@dentons.com

C. Blake Moran

LSUC No.: 62296M
Telephone: 416 863-4495
Facsimile: 416 863-4592
E-mail: blake.moran@dentons.com

*Lawyers for Amdocs Canadian Managed
Services, Inc. and Amdocs Software
Systems Limited*

INDEX

	Tab	
Notice of Motion	1	
Draft Order		A
Affidavit of Mark Sumner sworn February 7, 2014	2	
Exhibit “A” – Master Services Agreement.		A
Exhibit “B” – Amendment No. 1 to the Master Services Agreement, dated March 31, 2012.		B
Exhibit “C” – Letter from Amdocs to Mobilicity, the CRO and the Monitor, dated October 17, 2013.		C
Exhibit “D” – Letter from the CRO to Amdocs, dated October 30, 2013.		D
Exhibit “E” –Email from Amdocs to Mobilicity and the Monitor, dated December 13, 2013.		E
Exhibit “F” – Email from Amdocs to Mobilicity, the Monitor and the CRO attaching invoice #134222, dated December 31, 2013.		F
Exhibit “G” – Mobilicity work order no. 2011.002, as amended, dated January 31, 2013.		G
Exhibit “H” – Amdocs invoice no. 134430, dated December 31, 2013.		H
Exhibit “I” – Email from Mobilicity to Amdocs, dated January 14, 2014.		I

SCHEDULE 15
TO
MANAGED SERVICES AGREEMENT

INSURANCE

The undersigned parties accept this document as Schedule 15 to the Managed Services Agreement dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc., Amdocs Canadian Managed Services, Inc. and Amdocs Software Systems Limited:

**AMDOCS SOFTWARE SYSTEMS
LIMITED**

By: 
(Signature)

Name: Philip Butler
(Typed or Printed)

Title: Assistant Secretary
(Typed or Printed)

Date: 25th March 2011

**AMDOCS CANADIAN MANAGED
SERVICES, INC.**

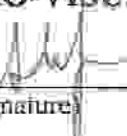
By: 
(Signature)

Name: _____
(Typed or Printed)

Title: _____
(Typed or Printed)

Date: _____

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By: 
(Signature)

Name: _____
(Typed or Printed)

Title: _____
(Typed or Printed)

Date: _____

By: _____
(Signature)

Name: _____
(Typed or Printed)

Title: _____
(Typed or Printed)

Date: _____

The insurance requirements referred to in Section 14.16 of the Agreement are as follows:

At the time of execution and throughout the term of this Agreement Amdocs shall carry and maintain, with insurers having "Best's" rating of A- (A minus), the following minimum insurance coverage and limits that are in addition to any insurance required by law:

- (a) Workers' Compensation insurance with benefits afforded under the laws of the province in which the Services are to be performed or alternative plan or coverage as permitted or requested by the applicable law in the jurisdiction where work is performed and Employers' Liability insurance with minimum limits of the greater of USD \$500,000 or the minimum required by applicable law, statute, regulation, common law or bylaw for each accident or disease;
- (b) Commercial General Liability insurance, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract, with minimum limits of USD \$1,000,000 per occurrence;
- (c) Umbrella/Excess liability with limits not less than USD \$1,000,000 combined single liability in excess of Employers Liability and motor insurance;
- (d) Professional Liability or Errors & Omissions insurance with minimum limits of USD \$4,000,000 each claim, such coverage to be maintained by Amdocs for a period of twenty-four (24) months subsequent to termination of this Agreement; retroactive date to coincide with, or precede, the start of work under this Agreement;
- (e) if use of a motor vehicle is required, Automobile Liability insurance as required by law; and
- (f) "all risk" property insurance in an amount equal to the replacement value of the fixed assets related to the Services performed by Amdocs.

Insurance policies required under this Schedule shall: (i) include a waiver of subrogation in favor of DAVE; (ii) name DAVE as an additional insured subject to cross liability with respect to Amdocs insurable interest; (iii) be primary or non-contributory regarding insured damages or expenses; and (iv) allow for at least thirty (30) days' advance written notice to DAVE of cancellation. Amdocs shall, upon demand at such times as DAVE may reasonably request in writing, provide DAVE with evidence of all insurance in the form of certificates, evidencing the above insurance requirements.

**SCHEDULE 16
TO
MANAGED SERVICES AGREEMENT**

COMPETITORS

The undersigned parties accept this document as Schedule 16 to the Managed Services Agreement dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc., Amdocs Canadian Managed Services, Inc. and Amdocs Software Systems Limited:

**AMDOCS SOFTWARE SYSTEMS
LIMITED**

By: 
(Signature)

Name: Philip Butler
(Typed or Printed)

Title: Assistant Secretary
(Typed or Printed)

Date: 25th March 2011

**AMDOCS CANADIAN MANAGED
SERVICES, INC.**

By: 
(Signature)

Name: _____
(Typed or Printed)

Title: _____
(Typed or Printed)

Date: _____

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By: 
(Signature)

Name: _____
(Typed or Printed)

Title: _____
(Typed or Printed)

Date: _____

By: _____
(Signature)

Name: _____
(Typed or Printed)

Title: _____
(Typed or Printed)

Date: _____

For purposes of Section 14.3.4 of this Agreement, "**Amdocs Competitors**" are the entities that compete with Amdocs and that are included in the following lists (and such entities' respective affiliated companies and successors), which lists may be updated annually by Amdocs with DAVE's consent, which shall not be unreasonably withheld:

Amdocs Hosting Competitors

1. IBM
2. Tata
3. Tech Mahindra
4. Infosys Technologies
5. Deloitte

Permitted Wireless Hosting Providers

1. Bearing Point
2. Hewlett-Packard (HP)
3. Electronic Data Systems (EDS)

Amdocs Product Competitors

1. Convergys
2. Comverse
3. Intec
4. Oracle
5. Peter-Service
6. eServGlobal
7. Subex

For the purposes of section 13.5.2 of this Agreement, "**DAVE Competitor**" means any Person (who is not a Party or an Affiliate of a Party) who directly or indirectly offers mobile wireless products or services in Canada using licensed spectrum that are competitive to the products and services offered by DAVE and who is included in the following list (and such Person's respective affiliated companies and successors), which list may be updated annually by DAVE with Amdocs' consent, which shall not be unreasonably withheld

DAVE Competitors:

Rogers
Bell
TELUS
Shaw
EastLink
Cogeco
Globalive/Wind Mobile
Public Mobile
Vidéotron Limited
MTS Allstream.

**SCHEDULE 17
TO
MANAGED SERVICES AGREEMENT**

FORM OF ORDER

The undersigned parties accept this document as Schedule 17 to the Managed Services Agreement dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc., Amdocs Canadian Managed Services, Inc. and Amdocs Software Systems Limited:

**AMDOCS SOFTWARE SYSTEMS
LIMITED**

By: 
(Signature)

Name: Eliana Pires
(Typed or Printed)

Title: Account and Security
(Typed or Printed)

Date: 1 March 2010

**AMDOCS CANADIAN MANAGED
SERVICES, INC.**

By: 
(Signature)

Name: Derek Riccardi
(Typed or Printed)

Title: VP + Sr. COO
(Typed or Printed)

Date: February 26, 2010

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By: 
(Signature)

Name: DAVE DOBBIN
(Typed or Printed)

Title: _____
(Typed or Printed)

Date: Dec 9/09

By: 
(Signature)

Name: Stewart Lyons
(Typed or Printed)

Title: _____
(Typed or Printed)

Date: Dec. 9/09

ORDER NO. []

This Order No. [] ("Order") shall be governed by the terms and conditions of the Managed Services Agreement (the "Agreement") dated October [15], 2009 by and between Data & Audio-Visual Enterprises Wireless Inc, Amdocs Canadian Managed Services, Inc., and Amdocs Software Systems Limited. Any terms and conditions in this Order that modify or change the terms and conditions of such Agreement shall apply to this Order only. Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

1. Description of Services

Amdocs will provide [fill in what Amdocs will provide and reference any Appendix that describes the applicable Services].

Additional Specifications, including functionality requirements, and performance standards include:

2. Term of Order:

[State the term required to perform Services.]

3. Roles and Responsibilities for the Additional Services (if not covered under Schedule 9 to the Agreement):

4. Price:

[State the applicable price]

5. Payment:

[State whether payment is linked to milestones; for instance, delivery of Materials or performance of Service.]

6. Invoices and Billing Information:

Invoices and billing information are to be sent to:

7. Project Manager/Point of Contact:

The project manager and/or point of contact shall be:

8. Additional Terms:

Other special terms and conditions applicable to the Order are:

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by duly authorized representatives:

**AMDOCS SOFTWARE SYSTEMS
LIMITED**

By: _____
(Signature)

Name: _____
(Typed or Printed)

Title: _____
(Typed or Printed)

Date: _____

**AMDOCS CANADIAN MANAGED
SERVICES, INC.**

By: _____
(Signature)

Name: _____
(Typed or Printed)

Title: _____
(Typed or Printed)

Date: _____

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By: _____
(Signature)

Name: _____
(Typed or Printed)

Title: _____
(Typed or Printed)

Date: _____

By: _____
(Signature)

Name: _____
(Typed or Printed)

Title: _____
(Typed or Printed)

Date: _____

SCHEDULE 18
TO
MANAGED SERVICES AGREEMENT

TERMINATION STATEMENT

The undersigned parties accept this document as Schedule 18 to the Managed Services Agreement dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc., Amdocs Canadian Managed Services, Inc. and Amdocs Software Systems Limited:

AMDOCS SOFTWARE SYSTEMS LIMITED

By: 
(Signature)

Name: Eileen Boudreau
(Typed or Printed)

Title: Assistant Secretary
(Typed or Printed)

Date: February 26, 2010

AMDOCS CANADIAN MANAGED SERVICES, INC.

By: 
(Signature)

Name: Dalek Kwan
(Typed or Printed)

Title: VP - Sr. CBE
(Typed or Printed)

Date: February 26, 2010

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By: 
(Signature)

Name: DAVE DOBBIN
(Typed or Printed)

Title: _____
(Typed or Printed)

Date: Dec 9/09

By: 
(Signature)

Name: Stewart Lyman
(Typed or Printed)

Title: _____
(Typed or Printed)

Date: Dec 9/09

[DAVE WIRELESS LETTERHEAD]

[DATE]

[NOTICE ADDRESSED TO ASSL AND ACMS]

NOTICE IS HEREBY GIVEN that, effective as of _____ (the "Termination Date"), the Managed Services Agreement (the "Agreement") dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc ("Dave"), Amdocs Canadian Managed Services, Inc., and Amdocs Software Systems Limited is terminated by Dave, pursuant to [Section 13.3 ("Termination for Force Majeure")] [Section 13.5 ("Termination for Convenience")] of the Agreement. Such termination shall take effect at 11:59pm Ontario time on the Termination Date.

This termination of the Agreement is not Termination for Cause. [The Force Majeure event giving rise to this notice of termination is [describe Force Majeure]].

Sincerely,

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

BY: _____
(SIGNATURE)

NAME: _____
(TYPED OR PRINTED)

TITLE: _____
(TYPED OR PRINTED)

DATE: _____

SCHEDULE 19
TO
MANAGED SERVICES AGREEMENT

NON-DISCLOSURE AGREEMENT BETWEEN THE PARTIES

The undersigned parties accept the attached DAVE Wireless /ASSL NDA effective as of September 12, 2008 as Schedule 19 to the Managed Services Agreement dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc., Amdocs Canadian Managed Services, Inc. and Amdocs Software Systems Limited:

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT ("Agreement") is made as of the 12th day of September, 2008 by and between DATA & Audio-Visual Enterprises, Inc. a corporation organized and existing under the laws of Ontario, having its principal offices at 590 King Street West, Suite 300, Toronto, Ontario M5V 1M3 (hereinafter referred to as "COMPANY") and Amdocs Software Systems Ltd., a corporation organized and existing under the laws of Ireland, having its principal offices at First Floor, Block S, Eastpoint Business Park, Clontarf, Dublin 3, Ireland (hereinafter referred to as "AMDOCS").

WHEREAS COMPANY is the owner and/or the author of and/or has the rights to disclose certain valuable proprietary documentation and business and technical information relating to its current and future business plans, which are not generally available to the public and which COMPANY may desire to protect against unrestricted disclosure, all of which are referred to in this Agreement as the "COMPANY Proprietary Information"; and

WHEREAS AMDOCS (or any of its affiliated companies) is the owner and/or author of and/or has the rights to license certain valuable proprietary routines, computer programs, documentation, trade secrets, systems, methodology, know-how, marketing and other commercial knowledge, techniques, specifications, plans and other proprietary information, including but not limited to material associated with and forming part of the proprietary software systems of AMDOCS all of which are referred to in this Agreement as the "AMDOCS Proprietary Information"; and

WHEREAS COMPANY wishes to evaluate the AMDOCS products or parts thereof, and thereafter the parties may, if agreed between them, enter into an agreement relating to the provision of licenses and services by AMDOCS to COMPANY (the evaluation process and performance of such agreement, if any, are hereinafter referred to as the "Project"); and

WHEREAS each party may, in connection with the Project, disclose to the other party information which is part of its Proprietary Information and, therefore, the parties wish to set forth the manner in which the COMPANY Proprietary Information and the AMDOCS Proprietary Information will be treated during the Project;

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

1. The term "Proprietary Information", whenever relating to COMPANY's information, shall mean the COMPANY Proprietary Information and whenever relating to AMDOCS information, shall mean the AMDOCS Proprietary Information.
2. The receiving party agrees to hold in confidence the disclosing party's Proprietary Information, and to refrain from copying, distributing, disseminating or otherwise disclosing such Proprietary Information to anyone, other than to those of its employees who have a need to know such Proprietary Information for purposes of the Project. For purposes of this Agreement AMDOCS' employees are deemed to include employees of its affiliates who will be involved in the Project.
3. The receiving party undertakes not to use the Proprietary Information of the disclosing party for any purposes other than the Project, and not to sell, grant, make available to, or otherwise allow the use of the disclosing party's Proprietary Information by any third party, directly or indirectly, except as expressly permitted herein.

4. In addition, COMPANY undertakes not to use, directly or indirectly, the AMDOCS Proprietary Information or any derivatives thereof in any form (e.g., reports and analyses) (which derivatives are also deemed Proprietary Information of AMDOCS) in the development and/or sale of software systems, either for itself or for a third party.
5. Upon the termination and/or expiration of this Agreement for any reason and/or upon the conclusion of the Project and/or at the request of the disclosing party, the receiving party shall:
 - (a) return to the disclosing party any document or other material in tangible form in its possession being part of the Proprietary Information of the disclosing party, unless otherwise agreed upon in writing between the parties; and/or
 - (b) destroy any document or other material in tangible form that contains Proprietary Information of the disclosing party and the receiving party; and
 - (c) confirm such return and/or destruction in writing to the disclosing party.
6. Disclosure of the disclosing party's Proprietary Information to the receiving party may only be made in writing or other tangible or electronic form that is marked as proprietary and/or confidential information of the disclosing party, or occur by demonstration of any product within the AMDOCS products.
7. Disclosure of the disclosing party's Proprietary Information to the receiving party shall in no way serve to create, on the part of the receiving party, a license to use, or any proprietary right in, the disclosing party's Proprietary Information or in any other proprietary product, trademark, copyright or other right of the disclosing party.
8. The confidentiality obligations of the receiving party regarding the disclosing party's Proprietary Information shall not apply to such Proprietary Information which:
 - (a) becomes public domain without fault on the part of the receiving party;
 - (b) is lawfully obtained from a source other than the disclosing party, free of any obligation to keep it confidential;
 - (c) is previously known to the receiving party without an obligation to keep it confidential, as can be substantiated by written records;
 - (d) is expressly released in writing from such obligations by the party that owns or has the rights to such Proprietary Information; or
 - (e) is required to be disclosed pursuant to law, regulation, judicial or administrative order, or request by a governmental or other entity authorized by law to make such request; provided, however, that the receiving party so required to disclose shall first notify the disclosing party to enable it to seek relief from such requirement, and render reasonable assistance requested by the disclosing party (at the disclosing party's expense) in connection therewith.
9. Any use by the receiving party of the disclosing party's Proprietary Information permitted under this Agreement is conditioned upon the receiving party first taking the safeguards and

measures required to secure the confidentiality of such Proprietary Information. Without limiting the generality of the foregoing, each party shall draw to the attention of its employees, including those employees of the affiliates referred to in Section 2 above, who shall have access to the Proprietary Information of the other party, all the obligations concerning such Proprietary Information contained in this Agreement.

10. This Agreement shall be in full force and effect for a period of two (2) years commencing on the date first stated above. However, the provisions of Sections 3, 4 and 7 above shall survive the termination and/or expiration of this Agreement for any reason.
11. Each party acknowledges that its breach of this Agreement may cause the other party extensive and irreparable harm and damage, and agrees that the other party shall be entitled to injunctive relief to prevent use or disclosure of its Proprietary Information not authorized by this Agreement, in addition to any other remedy available to the other party under applicable law.
12. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written representation with regard to the subject matter hereof. This Agreement may not be modified except by a written instrument signed by both parties.
13. If, however, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly. In addition, the parties agree to cooperate to replace the invalid or unenforceable provision(s) with valid and enforceable provision(s) which will achieve the same result (to the maximum legal extent) as the provision(s) determined to be invalid or unenforceable.
14. This Agreement shall be governed by and construed under the laws of the Province of Ontario, without giving effect to such laws' provisions regarding conflicts of law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first stated above.

DATA & Audio-Visual Enterprises, Inc.
("COMPANY")

By: 

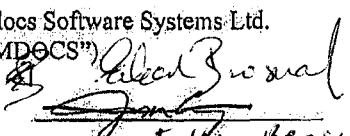
Name: RYAN LAUSHMAN

Title: CIO

Date: OCT 17/08

Amdocs Software Systems Ltd.

("AMDACS")

By: 

Name: Erika Brosnan

Title: Secretary

Date: Oct 20, 2008

**SCHEDULE 20
TO
MANAGED SERVICES AGREEMENT**

***AMDOCS NON-DISCLOSURE AGREEMENT
FOR DAVE SUBCONTRACTORS/THIRD PARTIES***

The undersigned parties accept this document as Schedule 20 to the Managed Services Agreement dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc., Amdocs Canadian Managed Services, Inc. and Amdocs Software Systems Limited:

**AMDOCS SOFTWARE SYSTEMS
LIMITED**

By:


(Signature)

Name:

Philip Butler
(Typed or Printed)

Title:

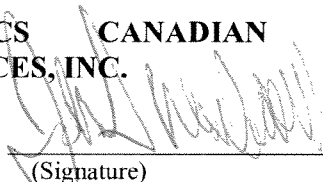
Assistant Secretary
(Typed or Printed)

Date:

14th March 2011

**AMDOCS CANADIAN MANAGED
SERVICES, INC.**

By:


(Signature)

Name:

(Typed or Printed)

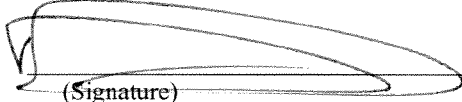
Title:

(Typed or Printed)

Date:

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By:


(Signature)

Name:

DAVE DOBBIN
(Typed or Printed)

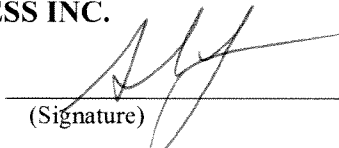
Title:

(Typed or Printed)

Date:

Dec 9/09

By:


(Signature)

Name:

Stewart Lyon
(Typed or Printed)

Title:

(Typed or Printed)

Date:

Dec 9/09

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT ("Agreement") is made as of the _____ day of _____, 20__

BY AND BETWEEN:

AMDOCS SOFTWARE SYSTEMS LIMITED, a company organized and existing under the laws of Ireland, having offices at First Floor, Block S, East Point Business Park, Dublin 3, Ireland (hereinafter referred to as "Amdocs");

AND

_____, a _____ *[corporation, partnership, etc.]* organized and existing under the laws of _____, having its principal offices at _____ (hereinafter referred to as the "Receiving Party").

WHEREAS Amdocs (or any of its affiliated companies) is the owner and/or the author of and/or has the right to license certain valuable proprietary routines, computer programs, documentation, trade secrets, systems, methodology, know-how, marketing and other commercial knowledge, techniques, specifications, plans and other proprietary information, including but not limited to material associated with and forming part of the proprietary software systems of Amdocs (separately and collectively, the "Amdocs Products"), all of which, including any related ideas and look-and-feel, are referred to in this Agreement as "the Amdocs Proprietary Information"; and

WHEREAS the Receiving Party has been engaged as a _____ *[consultant, vendor, subcontractor etc.]* by Data & Audio-Visual Enterprises Wireless Inc. (hereinafter referred to as "Customer") for _____ *(add description of services)* (hereinafter referred to as the "Consulting Services"); and

WHEREAS Customer has asked Amdocs to allow the Receiving Party access to the Amdocs Proprietary Information for the purpose of being provided with the Consulting Services; and

WHEREAS Amdocs agrees to provide the Receiving Party with the requested access to the Amdocs Proprietary Information, but only subject to the Receiving Party first becoming obligated to confidentiality by signing this Agreement; and

WHEREAS Amdocs and the Receiving Party wish to evidence by this Agreement the manner in which the Amdocs Proprietary Information will be treated;

NOW, THEREFORE, the parties agree as follows:

1. The Receiving Party agrees to hold strictly confidential the Amdocs Proprietary Information and shall not copy, distribute, disseminate or otherwise disclose the Amdocs Proprietary Information to anyone other than to employees of Customer or the Receiving Party who have a need to know such information for purposes of providing the Consulting Services.
2. Furthermore, the Receiving Party hereby undertakes:

- a) not to use the Amdocs Proprietary Information for any purposes other than the Consulting Services;
 - b) not to make the Amdocs Proprietary Information available to, not permit its use by any third party, directly or indirectly, with the exception of Customer or Customer's other Third Parties who have a need to know and has signed a similar agreement to this agreement ("Customer's Other Subcontractors") as aforesaid;
 - c) not to sell, grant or in any other way enable any third party to use the Amdocs Proprietary Information;
 - d) without derogating from the foregoing, during the term of this Agreement, not to use the Amdocs Proprietary Information:
 - (i) in developing such software system(s) for itself or any third party;
 - (ii) in competing with Amdocs in the area of selling or licensing such software system(s);
 - (iii) in providing software maintenance or support services with respect to the Amdocs Products, other than the Consulting Services; and/or
in operating a service bureau for others; and
 - e) that its personnel who receive access to the Amdocs Proprietary Information will not: (i) use the name of Amdocs in any marketing materials, publicity materials or materials submitted to a client or prospective client, except for Customer or Customer's Other Subcontractors, without the prior written consent of Amdocs; (ii) disclose to any third parties that they have any familiarity with or knowledge of the Amdocs Proprietary Information disclosed under this Agreement; and (iii) disparage Amdocs, its products or services.
 - f) *[NOTE: For use with Amdocs Competitors: Additionally, for a period of one (1) year following the applicable Receiving Party's personnel's involvement in the Consulting Services, Receiving Party personnel who received the Amdocs Proprietary Information shall not be assigned by Receiving Party to: (i) perform software development, maintenance or support services relating to the Amdocs Products or to any part thereof for any third parties, or (ii) work on projects in which Amdocs and Receiving Party are competing with respect to the selling or licensing of, or provision of software services with respect to, software systems having the same or similar functional characteristics as those contained within the Amdocs Products.]*
3. Upon the termination and/or expiration of this Agreement for any reason and/or upon the conclusion of the Consulting Services and/or at the request of Amdocs, the Receiving Party shall:
- a) return to Amdocs any document or other material in tangible form in its possession being part of the Amdocs Proprietary Information; and/or
 - b) destroy any document or other material in tangible form that contains the Amdocs Proprietary Information together with proprietary information of Customer; and
 - c) confirm such return and/or destruction in writing to Amdocs.

4. Disclosure of the Amdocs Proprietary Information to the Receiving Party may be made in writing, in any tangible form, electronically, orally, or occur by demonstration of any of the Amdocs Products.
5. Disclosure of the Amdocs Proprietary Information to the Receiving Party shall in no way serve to create, on the part of the Receiving Party, a license to use, or any proprietary right in, the Amdocs Proprietary Information or in any other proprietary product, trade mark, copyright or other right of Amdocs.
6. Any use by the Receiving Party of the Amdocs Proprietary Information permitted under this Agreement is conditioned upon the Receiving Party first taking the safeguards and measures required to secure the confidentiality of such information. Without limiting the generality of the foregoing, the Receiving Party shall draw to the attention of its employees, who shall have access to the Amdocs Proprietary Information, all the obligations contained in this Agreement, and shall require each such employee to sign a written acknowledgment substantially in the form of Annex A attached hereto and made a part hereof.
7. The confidentiality obligations of the Receiving Party regarding the Amdocs Proprietary Information shall not apply to such information which:
 - a) becomes public domain without fault on the part of the Receiving Party;
 - b) is lawfully obtained by the Receiving Party from any source other than Amdocs free of any obligation to keep it confidential;
 - c) is previously known to the Receiving Party without an obligation to keep it confidential, as can be substantiated by written records; or
 - d) is expressly released in writing from such obligations by Amdocs; or
 - e) is required to be disclosed pursuant to law, regulation, judicial or administrative order or request by a governmental or other entity authorized by law to make such request; provided, however, that the Receiving Party first notifies Amdocs to enable it to seek relief from such requirement, and renders reasonable assistance requested by Amdocs (at Amdocs' expense) in connection therewith.
8. This Agreement shall be in full force and effect for a period commencing on the date first stated above and ending either four (4) years after the conclusion of the Consulting Services referred to herein or seven (7) years from the date first stated above, whichever occurs later.
9. In the event that the Receiving Party discloses, disseminates, releases or uses any part of Amdocs Proprietary Information, except as provided for in this Agreement, such disclosure, dissemination, release or use, or the threat thereof, shall be deemed to be a material breach of this Agreement. In the event of any material breach of this Agreement by the Receiving Party (including but not limited to the foregoing), the Receiving Party, upon demand from Amdocs, shall immediately discontinue access to the Amdocs Proprietary Information and immediately return to Amdocs all Amdocs Proprietary Information, including any copies thereof. In the event that a copy of any part of the Amdocs Proprietary Information cannot be returned as a result of physical impossibility, such copy shall be promptly destroyed and such destruction shall be certified in writing by the Receiving Party. The provisions of this paragraph are in addition to any other legal or equitable rights and remedies that Amdocs may have.

10. The Receiving Party acknowledges that a breach of this Agreement may cause Amdocs extensive and irreparable harm and damage, and agrees that Amdocs shall be entitled to injunctive relief to prevent use or disclosure of the Amdocs Proprietary Information not authorized by this Agreement, in addition to any other remedy available to Amdocs under applicable law. Furthermore, the Receiving Party hereby acknowledges that any breach of this Agreement may cause the termination of its employment and/or the provision of the Consulting Services to Customer as a result of Amdocs' activities to protect its rights under this Agreement, and agrees that it shall have no recourse or claim of action against Amdocs and/or Customer based upon or in connection with such activities.
11. This Agreement constitutes the entire Agreement between the parties and supersedes any prior or contemporaneous oral or written representation with regard to the subject matter hereof. This Agreement may not be modified except by a written instrument signed by both parties. If, however, any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision, and the rights and obligations of the parties shall be construed and enforced accordingly. In addition, the parties hereby agree to cooperate with each other to replace the invalid or unenforceable provision with a valid and enforceable provision which will achieve the same result (to the maximum legal extent) as the provision determined to be invalid or unenforceable.
12. The validity, performance, construction and effect of this Agreement shall be governed by the laws of the State of New York, U.S.A., without reference to its conflict of laws rules.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first stated above.

_____ ("Receiving Party")	Amdocs Software Systems Limited ("Amdocs")
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Annex A to Non-Disclosure and Confidentiality Agreement

Acknowledgment of Non-Disclosure and Non-Competition Obligations

I have read and understand the Non-Disclosure and Confidentiality Agreement (the “Agreement”) dated [_____] between Amdocs Software Systems Limited and [_____] , and agree to be bound by all the terms and conditions stated therein as if I were a party to that Agreement.

Signature

Name

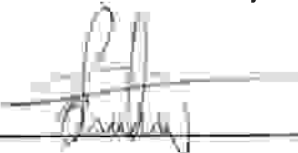
Employer

Title

Date

TAB B

Exhibit "B" to the Affidavit of Mark Sumner,
sworn before me this 7th day of February, 2014.



Commissioner for Taking Affidavits, etc.

**Thomas Reid Wilson,
a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires May 2, 2015.**

**AMENDMENT NO. 1
TO THE MANAGED SERVICES AGREEMENT
BETWEEN DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.,
AMDOCS CANADIAN MANAGED SERVICES INC.
AND
AMDOCS SOFTWARE SYSTEMS LIMITED**

THIS AMENDMENT No. 1 is made effective as of the 31ST day of March, 2012 by and between Data & Audio-Visual Enterprises Wireless Inc. ("DAVE"), Amdocs Canadian Managed Services, Inc. ("ACMS") and Amdocs Software Systems Limited ("ASSL" and collectively with ACMS, "Amdocs").

BACKGROUND:

WHEREAS DAVE and Amdocs have entered into a Managed Services Agreement made effective as of the 15th day of October, 2009, as replaced and superseded by the version of the Agreement signed by the Parties on March 16 and 22, 2011 but with an effective date of October 15, 2009, ("Agreement");

AND WHEREAS Amdocs and DAVE wish to amend the terms and conditions contained within the Agreement as set forth below ("Amendment No. 1");

NOW THEREFORE in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. AGREEMENT TERMS

- 1.1 Except as specifically amended in this Amendment No. 1, the terms and conditions of the Agreement shall continue in full force and effect and shall govern this Amendment No. 1 as if repeated herein in full. All capitalized terms used herein shall have the meaning given to them in the Agreement unless otherwise stated in this Amendment No. 1.

2. AMENDMENTS

- 2.1 Pursuant to Section 13.1.2 of the Agreement, the Term of the Agreement is extended for the Renewal Term, to commence at the end of the Initial Term and expire on December 31, 2018 at 11:59:59 p.m. EST.
- 2.2 DAVE has agreed that it will not give notice of termination of the Agreement for convenience prior to January 1, 2014. Section 13.5.1 of the Agreement is deleted in its entirety and replaced with the following;

"DAVE may terminate this Agreement for convenience and without cause at any time on or after January 1, 2014 by giving Amdocs at least nine (9) months' prior written notice designating the termination date, provided that DAVE pays Amdocs the early termination fee set out in, and in accordance with, Schedule 5."

- 2.3 Schedule 5 of the Agreement is deleted in its entirety and replaced by Schedule 5, as attached to this Amendment No. 1, which reflects the addition of the \$4.05M ~~Commitment~~, the Base System Enhancement Fund, and an adjusted Schedule of Fees.

3. GENERAL

- 3.1 This Amendment No. 1 shall be interpreted as part of and in the manner set out in the Agreement. This Amendment No. 1 shall supersede all previous representations and discussions, either oral or written, relating to its subject matter, and may not be modified except by a written document signed by both parties.
- 3.2 This Amendment No. 1 may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterpart, when so executed and delivered, shall be deemed an original, and all of which counterparts, taken together, shall constitute but one and the same agreement. Signatures on facsimile copies of this Amendment No. 1 shall be deemed execution of this Amendment No. 1.

IN WITNESS WHEREOF the parties hereto have executed this Amendment No. 1 as of the date first written above.

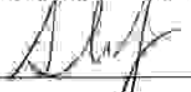
**AMDOCS CANADIAN
MANAGED SERVICES INC.**

Signature: 
Name: MICHAEL COUTURE
Title: VP + CLIENT BUSINESS EXECUTIVE
Date: APRIL 2, 2012

**AMDOCS SOFTWARE SYSTEMS
LIMITED**

Signature: 
Name: ALAN WELBRICK
Title: DEPUTY GENERAL MANAGER
Date: April 2, 2012

**DATA & AUDIO-VISUAL
ENTERPRISES WIRELESS INC.**

Signature: 
Name: Stewart Lyon
Title: President & CEO
Date: March 30, 2012

**SCHEDULE 5
TO
MANAGED SERVICES AGREEMENT**

FEES

This Schedule specifies the fees, payments and other cost factors relating to the Amdocs Systems and related Services (i.e., the In-Scope Services) as specified in the Agreement and its applicable Schedules, and any Additional Services to be provided by Amdocs for DAVE.

1. IMPLEMENTATION FEE

- 1.1. As provided in **Sections 12.1.2 and 12.1.3** of the Agreement, Amdocs shall charge DAVE, and DAVE shall pay Amdocs, for the Implementation Services for the license and implementation of the customized Amdocs Systems at DAVE, as specified in **Schedule 7**, the sum of CAD\$11,855,000 (“Implementation Fee”) of which the initial term license fee of the modified software is CAD \$10,000,000. This software will be used in the outsourcing services provided by Amdocs to Dave. Amdocs shall invoice DAVE for the Implementation Fee in varying installments on the first day of each month according to the schedule specified in Section 12 of this Schedule.
- 1.2. In consideration for additional Subscribers added to the Amdocs Systems as a result of mergers, acquisitions or other business combinations, DAVE will pay Amdocs an initial fee as will be mutually agreed by the Parties.
- 1.3. Pursuant to Section 5 of this Schedule, the Implementation Fee and the associated fees specified in the table set forth in Section 12 of this Schedule is subject to change as and if mutually agreed based upon finalization of the list of Third Party products to be included within the scope of the Amdocs Systems and the Parties’ mutual determination of the extent to which such Third Party products shall be Amdocs Third Party Software (and/or Amdocs Equipment), or DAVE Third Party Software (and/or DAVE Equipment).

2. MONTHLY FEES

2.1. Monthly Fees for Up to 1 Million Subscribers

Amdocs shall charge DAVE, and DAVE shall pay to Amdocs, fixed monthly fees (“Monthly Fees”), Time Based Bonuses and Subscriber Based Bonuses for Amdocs’ Outsourcing Services with respect to up to 1,000,000 System Subscribers on the Amdocs Systems, in accordance with the table specified in Section 13 of this Schedule.

2.2. Monthly Incremental Price Per Subscriber Exceeding 1 Million Subscribers

- 2.2.1. In addition to the other fees set forth herein, Amdocs shall charge DAVE, and DAVE shall pay to Amdocs, an incremental price per Subscriber (“PPS”) beyond 1,000,000 System Subscribers of CAD \$0.504, in accordance with this Section 2.2.
 - 2.2.2. There will be no additional set up fee for the incremental Subscribers over the initial 1,000,000 System Subscribers.
 - 2.2.3. For purposes of calculating whether DAVE exceeds the 1,000,000 System Subscribers covered by the Monthly Fees referenced in Section 2.1 (and thereby determining whether the incremental PPS shall apply), at the end of each month, the number of System Subscribers will be calculated in accordance with the definition of the various types of Subscribers provided in the Agreement.
- 2.3. Any additional fees related to the maintenance of Subscriber information shall be subject to the Envelope Parameters in **Schedule 6**.

- 2.4. Any PPS fees payable will be added to the applicable fees schedule contained in Section 12 of this Schedule. Amdocs will use reasonable efforts to invoice DAVE for each month's fees within the first ten (10) days of the end of the preceding month.

3. SUBSCRIBERS BASED BONUSES

- 3.1. In addition to the other fees set forth herein, Amdocs shall charge DAVE, and DAVE shall pay to Amdocs, a total of \$4,000,000 in System Subscriber-based bonuses in accordance with the System Subscriber amounts specified in the table in Section 12 of this Schedule. Notwithstanding the foregoing, should any System Subscriber-based bonus become due as a result of the associated System Subscriber amount being achieved prior December 31, 2013, such payment(s) will not be required of DAVE until January 1, 2014.

4. SELECTED THIRD PARTY PRODUCTS

- 4.1. Amdocs understands that DAVE desires to use the Third Party products SAP (Financials), Ericsson ADC, Deep Packet Inspection and Scorecard. Accordingly, Amdocs recommends that the Parties jointly perform due diligence during the scoping phase in order to determine the impact of such products on the functional requirements, and to agree upon any related adjustments of the Total Fees defined in Section 12 of this Schedule.
- 4.2. All software license and software license maintenance costs related to SAP shall be the responsibility of DAVE. All implementation costs for SAP, whether they are related to hardware, infrastructure or professional services, shall be the responsibility of Amdocs within the scope of the Managed Systems. As of January 1, 2010, Amdocs shall invoice DAVE, and DAVE shall pay Amdocs, \$214,000 for such implementation services.
- 4.3. DAVE will purchase directly from SAP or an authorized reseller of SAP the required licenses and maintenance required for the use of SAP software in connection with the Amdocs Systems. As appropriate, DAVE will assign to Amdocs licenses as required for Amdocs to fulfill its obligations under this Agreement.
- 4.4. Amdocs will procure software licenses and support for BassetLabs, Alfresco, and Infor products required by the Amdocs Systems. Amdocs will grant to DAVE the requisite right to use licenses in conjunction with the Amdocs Systems.
- 4.5. The following Third Party products are required to support the overall requirements of the Amdocs Systems and will be licensed, implemented, and supported by DAVE, at DAVE's expense: SmartTrust (SIM Card Management), Scorecard (Business Reporting), and Sandvine. Amdocs will perform the required integration functions to deliver the Amdocs Systems as defined in **Schedule 9** – Roles and Responsibilities.
- 4.6. As specifically requested by DAVE, Amdocs has added the quotes provided by DAVE for SmartTrust, Scorecard, SAP, and Sandvine to the monthly cash flow document as potential Additional Services, in the proposal submitted by Amdocs to DAVE prior to the execution of this Agreement. These prices are not binding on either Party and are DAVE's estimations, which the Parties will review together during the due diligence described above.

5. Development Fund

Beginning on May 1, 2010, Amdocs will provide to DAVE an annual development bucket of 2,000 development hours (the "Development Fund"). The Development Fund may be applied by DAVE, in its

discretion during the applicable Outsourcing Services year, to fund any Enhancement, ongoing development activity or Change Request. Unused development hours in the Development Fund may not be carried over from one year to the next. No refund or credit shall be provided for unused development hours in the Development Fund.

6. Additional Services

- 6.1. For Additional Services requested by DAVE, Amdocs blended hourly rate for development services should be in the following range:

Activity	Hourly Rate (CAD)
Development	\$110-120

- 6.2. The above hourly rate represents a blended rate for all Amdocs resources, regardless of seniority, performing Additional Services for DAVE, whether offshore or onshore.
- 6.3. Amdocs shall invoice DAVE fee for such Additional Services on a monthly basis, unless a fixed price arrangement and related payment terms are agreed upon by the Parties and specified in an Additional Services Order.
- 6.4. The applicable Additional Services Order will include reimbursement for reasonable travel expenses, as agreed to in advance by DAVE, that Amdocs incurs in performance of the Additional Services. Such expenses will be agreed in advance as part of the Order.
- 6.5. Each Party agrees that in its respective dealings with the other Party under in or connection with the \$4.05M Commitment (defined below), it shall act in good faith. DAVE shall retain Amdocs, during the period of January 1, 2013 to December 31, 2017, by way of various Work Orders, to provide services in respect of Additional Services projects (the “**Additional Services Projects**”) having an aggregate value of no less than four million and fifty thousand (\$4,050,000.00) Canadian dollars (equivalent to 35,217 development hours) (“**\$4.05M Commitment**”). Such \$4.05M Commitment is applicable to Additional Services Projects supporting DAVE’s business growth. Only one-time fees for Amdocs provided professional services and/or Amdocs products may be counted towards the \$4.05M Commitment. For clarity, the following costs shall not be counted towards the \$4.05 Commitment: (a) Third Party costs of any nature, including, without limitation, such third party’s hardware, software and/or services (For example only: There is a combined Amdocs/third party work order valued at \$1.5 million, of which \$1.00 million is Amdocs one time fees and \$0.5 million is third party costs. In such case, the \$1.00 million Amdocs portion of the work order would be counted towards the \$4.05M Commitment.); (b) Amdocs bonuses, including, without limitation, Subscriber Bonuses; (c) Development Fund hours as per Section 5 above; and/or (d) ongoing or incremental Monthly Fees due to Amdocs, including without limitation, ongoing maintenance services. The aggregate \$4.05M Commitment must meet the annual minimum obligations, as follows:

2013 calendar year - \$0.850 Million

2014 calendar year - \$0.850 Million

2015 calendar year - \$0.850 Million

2016 calendar year - \$0.850 Million

2017 calendar year - \$0.650 Million

Should the actual payments in any of the 2013, 2014, 2015 or 2016 calendar years exceed the amounts above, the difference will be applied to reduce the 2017 calendar year annual obligation. Should the 2017 calendar year annual obligation at any time be fully consumed, such difference will be applied to reduce the 2016 calendar year annual obligation, then the 2015 calendar year, and then the 2014 calendar year. Calculation of the amounts applied towards the annual minimum obligation and the \$4.05M Commitment is based upon payments made during the applicable calendar year by DAVE for applicable Additional Services Projects. In the event DAVE has not met its annual minimum obligation in either the 2013, 2014, 2015 or 2016 calendar year, on or before December 31 of the applicable calendar year, DAVE shall pay Amdocs, on a non-refundable basis, the difference between the amounts paid in the calendar year and the annual minimum amount committed above (the "Reconciliation Payment"). Amdocs shall treat the Reconciliation Payment as a credit for Additional Services Projects to be ordered by DAVE and delivered by Amdocs full within in the January 1, 2013 to December 31, 2017 period. The \$4.05M Commitment will be deemed fully satisfied by DAVE when aggregate payments by DAVE have been received by Amdocs for the full amount during the January 1, 2013 to December 31, 2017 period. Should the \$4.05M Commitment not be fully satisfied as of December 31, 2017, the remainder will be payable, on a non-refundable basis, in full by DAVE as of December 31, 2017 ("Final Reconciliation Payment"). Amdocs shall treat the Final Reconciliation Payment as a credit towards Additional Services Projects to be ordered and completed prior the end of 2018, at which time any remaining balance shall expire. Should DAVE terminate this Agreement effective prior to December 31, 2017 and the \$4.05M Commitment has not been fully satisfied at such time, the unpaid remainder of the \$4.05M Commitment shall be paid by DAVE to Amdocs on or before the termination effective date, in addition to any applicable termination fee specified in Section 12 of this Schedule. In the event of termination of the Agreement by DAVE for convenience pursuant to Section 13.5.1 of the Agreement prior to December 31, 2018, any remaining balance of the Final Reconciliation Payment, may be applied as a credit, in addition to as set forth above, as follows: (a) during the 9 month termination notice period for up to ninety (90) days after the termination date, Termination Assistance as set forth in Section 13.9 of the Agreement; and/or (b) for up to ninety (90) days after the termination date, licenses and maintenance and support as set forth in Section 13.8 of the Agreement.

- 6.6, Amdocs will provide to DAVE a one-time base system enhancement bucket of 4,350 hours of professional services (equivalent of \$500,000 CAD) (the "Base System Enhancement Fund"), to be used towards enhancement of base day to day system functionality (example: improved reporting, enhanced CSR user interface, customer interfaces, etc.). The Base System Enhancement Fund may be applied by DAVE, in its discretion commencing from October 1, 2012 through to December 31, 2018, to fund any one-time Amdocs services fees for such Enhancement or Change Request. For clarity, the Base System Enhancement Fund may not be used for: (a) Third Party costs of any nature, including, without limitation, for hardware, software or services; (b) Development Fund hours as per Section 5 above; and/or (c) Amdocs non-professional services costs, including without limitation, for hardware, software or support services. The Base System Enhancement Fund shall expire December 31, 2018. No refund or credit shall be provided for unused hours in the Base System Enhancement Fund.

7. Envelope Parameters

To the extent that **Schedule 6** (Envelope Parameters) to the Agreement contemplates any additional fees to be payable by DAVE to Amdocs in the event that an envelope parameter stated therein is exceeded, then DAVE shall pay such fees to Amdocs as invoiced.

8. Early Termination Fees

- 8.1. The early termination fees payable by DAVE upon termination of the Agreement for convenience pursuant to Section 13.5.1 of the Agreement are defined in the table specified in Section 12 of this Schedule and applicable for the last day of the month. In case the effective date of termination is other than the last day of the month, the termination fee will be the termination fee specified for the prior month.
- 8.2. No early termination fee shall apply to a natural expiration of the Term, nor for a termination pursuant to Section 13.5.2 of the Agreement.
- 8.3. For greater certainty, the applicable termination fee specified in Section 12 of this Schedule refers to a termination notice delivered pursuant to Section 13.5.1 of the Agreement nine months earlier. For example, if a notice of termination for convenience pursuant to Section 13.5.1 of the Agreement is delivered to Amdocs on January 1, 2014, the early termination fee shall be the amount due on October 1, 2014 or \$3,660,000. For further clarity in this example, DAVE will continue to pay the fees as defined in the Schedule of Section 13 during the 9 month notification period.
- 8.4. In addition to the applicable termination fees specified in Section 12 of this Schedule, any unpaid remainder of the deferred Implementation Fee of \$6,535,000.00, which is represented in such Schedule as the monthly payment of \$217,833.00 for the period of July 2012 to December 2014 inclusive, shall become due and payable upon the Termination Date.
- 8.5. For the avoidance of doubt and notwithstanding any provision of the Agreement or the schedules thereto, DAVE acknowledges and agrees that: (a) DAVE's right to terminate the Agreement for convenience permits DAVE to terminate the Agreement for convenience, subject to Section 13.5.1 of the Agreement and subject to payment of all applicable fees pursuant to this schedule, as of a termination date no earlier than January 1, 2014; and (b) the Agreement shall not be terminated for convenience prior to January 1, 2014. The foregoing acknowledgement and agreement of DAVE forms an essential and fundamental part of the basis of the bargain between the Parties, in reliance upon which bargain Amdocs has set the fees and rates specified herein and entered into this Agreement.

9. Termination Assistance

Termination Assistance fees, if any, pursuant to **Section 13.9** of the Agreement shall be subject to mutual agreement of the Parties in an Order.

10. License and Maintenance Services

In accordance with **Section 13.8** of the Agreement, following a lawful termination by DAVE or expiration of this Agreement, DAVE shall have the right to order license and maintenance services (including enhancements and upgrades) with respect to the Amdocs Systems. The fees for such license and services will be subject to mutual agreement of the Parties in an Order.

11. Excluded Services

The following items not included in the pricing above are available from Amdocs at an additional charge to be agreed upon by the Parties:

- a) Disaster Recovery (DR);
- b) Ongoing Change Requests and modifications to the Amdocs Systems requested by DAVE (other than as contemplated by the Agreement);
- c) Data Center Facilities;

- d) All equipment, software or services designated as the responsibility of DAVE in **Schedule 9** (Roles and Responsibilities);
- e) Data Conversion;
- f) All development activities surrounding third party interfaces where the changes are being made on the Third Party's side; and
- g) All activities noted as DAVE's responsibility in **Schedule 9** (Roles and Responsibilities).

12. SCHEDULE OF FEES

Amdocs shall charge DAVE, and DAVE shall pay to Amdocs, all fees as set forth in the following table:

	System Subscribers	Implementation Fee	Monthly Fee	Additional Services (SAP)	Total Committed Fees	Subscriber Based Bonus	Early Termination Fee (13.5.1)
Sep-09	0	\$0	\$0		\$0	\$0	n/a
Oct-09	0	\$0	\$0		\$0	\$0	n/a
Nov-09	0		\$0		\$0	\$0	n/a
Dec-09	0	\$3,175,000	\$0		\$3,175,000	\$0	n/a
Jan-10	0	\$675,000	\$0	\$214,000	\$889,000	\$0	n/a
Feb-10	0	\$150,000	\$0		\$150,000	\$0	n/a
Mar-10	0	\$0	\$0		\$0	\$0	n/a
Apr-10	0	\$0	\$0		\$0	\$0	n/a
May-10	0	\$400,000	\$244,609		\$644,609	\$0	n/a
Jun-10	4,545	\$0	\$244,609		\$244,609	\$0	n/a
Jul-10	13,636	\$0	\$244,609		\$244,609	\$0	n/a
Aug-10	22,727	\$0	\$244,609		\$244,609	\$0	n/a
Sep-10	31,818	\$0	\$244,609		\$244,609	\$0	n/a
Oct-10	40,909	\$0	\$244,609		\$244,609	\$0	n/a
Nov-10	50,000	\$0	\$244,609		\$244,609	\$0	n/a
Dec-10	59,091	\$0	\$244,609		\$244,609	\$0	n/a
Jan-11	68,182	\$0	\$273,369		\$273,369	\$0	n/a
Feb-11	77,273	\$0	\$273,369		\$273,369	\$0	n/a
Mar-11	86,364	\$0	\$273,369		\$273,369	\$0	n/a
Apr-11	95,455	\$0	\$273,369		\$273,369	\$0	n/a
May-11	107,500	\$0	\$273,369		\$273,369	\$0	n/a
Jun-11	122,500	\$0	\$273,369		\$273,369	\$0	n/a
Jul-11	137,500	\$0	\$273,369		\$273,369	\$0	n/a
Aug-11	152,500	\$0	\$273,369		\$273,369	\$0	n/a
Sep-11	167,500	\$0	\$273,369		\$273,369	\$0	n/a
Oct-11	182,500	\$0	\$273,369		\$273,369	\$0	n/a
Nov-11	197,500	\$0	\$273,369		\$273,369	\$0	n/a
Dec-11	212,500	\$0	\$273,369		\$273,369	\$0	n/a
Jan-12	227,500	\$0	\$660,788		\$660,788	\$0	n/a
Feb-12	242,500	\$0	\$660,788		\$660,788	\$0	n/a
Mar-12	257,500	\$0	\$660,788		\$660,788	\$0	n/a
Apr-12	272,500	\$0	\$660,788		\$660,788	\$0	n/a
May-12	287,500	\$0	\$660,788		\$660,788	\$0	n/a

Jun-12	302,500	\$0	\$660,788		\$660,788	\$400,000	n/a
Jul-12	317,500	\$217,833	\$660,788		\$878,621	\$0	n/a
Aug-12	332,500	\$217,833	\$660,788		\$878,621	\$0	n/a
Sep-12	347,500	\$217,833	\$660,788		\$878,621	\$400,000	n/a
Oct-12	362,500	\$217,833	\$660,788		\$878,621	\$0	n/a
Nov-12	377,500	\$217,833	\$660,788		\$878,621	\$0	n/a
Dec-12	392,500	\$217,833	\$660,788		\$878,621	\$0	n/a
	System Subscribers	Implementation Fee	Monthly Fee	Additional Services (SAP)	Total Committed Fees	Subscriber Based Bonus	Early Termination Fee (13.5.1)
Jan-13	407,500	\$217,833	\$846,952		\$1,064,785	\$400,000	n/a
Feb-13	422,500	\$217,833	\$846,952		\$1,064,785	\$0	n/a
Mar-13	437,500	\$217,833	\$846,952		\$1,064,785	\$0	n/a
Apr-13	452,500	\$217,833	\$846,952		\$1,064,785	\$400,000	n/a
May-13	467,500	\$217,833	\$735,840		\$953,673	\$0	n/a
Jun-13	482,500	\$217,833	\$735,840		\$953,673	\$0	n/a
Jul-13	497,500	\$217,833	\$735,840		\$953,673	\$400,000	n/a
Aug-13	512,500	\$217,833	\$735,840		\$953,673	\$0	n/a
Sep-13	527,500	\$217,833	\$735,840		\$953,673	\$0	n/a
Oct-13	542,500	\$217,833	\$735,840		\$953,673	\$400,000	n/a
Nov-13	557,500	\$217,833	\$735,840		\$953,673	\$0	n/a
Dec-13	572,500	\$217,833	\$735,840		\$953,673	\$0	n/a
Jan-14	587,500	\$217,833	\$499,068		\$716,901	\$400,000	\$7,000,000
Feb-14	602,500	\$447,833	\$499,068		\$946,901	\$0	\$7,000,000
Mar-14	617,500	\$217,833	\$499,068		\$716,901	\$0	\$6,740,000
Apr-14	632,500	\$217,833	\$499,068		\$716,901	\$400,000	\$6,300,000
May-14	647,500	\$217,833	\$499,068		\$716,901	\$0	\$5,860,000
Jun-14	662,500	\$217,833	\$499,068		\$716,901	\$0	\$5,420,000
Jul-14	677,500	\$217,833	\$499,068		\$716,901	\$400,000	\$4,980,000
Aug-14	692,500	\$217,833	\$499,068		\$716,901	\$0	\$4,540,000
Sep-14	707,500	\$447,833	\$499,068		\$946,901	\$0	\$4,100,000
Oct-14	722,500	\$217,833	\$499,068		\$716,901	\$400,000	\$3,660,000
Nov-14	737,500	\$217,833	\$499,068		\$716,901	\$0	\$3,220,000
Dec-14	752,500	\$217,833	\$499,068		\$716,901	\$0	\$2,780,000
Jan-15	767,500	\$0	\$470,112		\$470,112	\$0	\$2,600,000
Feb-15	782,500	\$0	\$470,112		\$470,112	\$0	\$2,466,667
Mar-15	797,500	\$0	\$470,112		\$470,112	\$0	\$2,333,333
Apr-15	812,500	\$230,000	\$470,112		\$700,112	\$0	\$2,200,000
May-15	827,500	\$0	\$470,112		\$470,112	\$0	\$2,066,667
Jun-15	842,500	\$0	\$470,112		\$470,112	\$0	\$1,933,333
Jul-15	857,500	\$0	\$470,112		\$470,112	\$0	\$1,800,000
Aug-15	872,500	\$0	\$470,112		\$470,112	\$0	\$1,666,667
Sep-15	887,500	\$0	\$470,112		\$470,112	\$0	\$1,533,333
Oct-15	902,500	\$230,000	\$470,112		\$700,112	\$0	\$1,400,000
Nov-15	917,500	\$0	\$470,112		\$470,112	\$0	\$1,266,667

Dec-15	932,500	\$0	\$470,112		\$470,112	\$0	\$1,133,333
Jan-16	947,500	\$0	\$470,112		\$470,112	\$0	\$1,000,000
Feb-16	962,500	\$0	\$470,112		\$470,112	\$0	\$916,667
Mar-16	977,500	\$0	\$470,112		\$470,112	\$0	\$833,333
Apr-16	992,500	\$0	\$470,144		\$470,144	\$0	\$750,000
May-16	TBD	\$0	\$552,000		\$552,000	\$0	\$666,667
Jun-16	TBD	\$0	\$552,000		\$552,000	\$0	\$583,333
	System Subscribers	Implementation Fee	Monthly Fee	Additional Services (SAP)	Total Committed fees	Subscriber Based Bonus	Early Termination Fee (13.5x)
Jul-16	TBD	\$0	\$552,000		\$552,000	\$0	\$500,000
Aug-16	TBD	\$0	\$552,000		\$552,000	\$0	\$416,667
Sep-16	TBD	\$0	\$552,000		\$552,000	\$0	\$333,333
Oct-16	TBD	\$0	\$552,000		\$552,000	\$0	\$250,000
Nov-16	TBD	\$0	\$552,000		\$552,000	\$0	\$166,667
Dec-16	TBD	\$0	\$552,000		\$552,000	\$0	\$83,333
Jan-17	TBD	\$0	\$566,000		\$566,000	\$0	\$0
Feb-17	TBD	\$0	\$566,000		\$566,000	\$0	\$0
Mar-17	TBD	\$0	\$566,000		\$566,000	\$0	\$0
Apr-17	TBD	\$0	\$566,000		\$566,000	\$0	\$0
May-17	TBD	\$0	\$566,000		\$566,000	\$0	\$0
Jun-17	TBD	\$0	\$566,000		\$566,000	\$0	\$0
Jul-17	TBD	\$0	\$566,000		\$566,000	\$0	\$0
Aug-17	TBD	\$0	\$566,000		\$566,000	\$0	\$0
Sep-17	TBD	\$0	\$566,000		\$566,000	\$0	\$0
Oct-17	TBD	\$0	\$566,000		\$566,000	\$0	\$0
Nov-17	TBD	\$0	\$566,000		\$566,000	\$0	\$0
Dec-17	TBD	\$0	\$566,000		\$566,000	\$0	\$0
Jan-18	TBD	\$0	\$580,000		\$580,000	\$0	\$0
Feb-18	TBD	\$0	\$580,000		\$580,000	\$0	\$0
Mar-18	TBD	\$0	\$580,000		\$580,000	\$0	\$0
Apr-18	TBD	\$0	\$580,000		\$580,000	\$0	\$0
May-18	TBD	\$0	\$580,000		\$580,000	\$0	\$0
Jun-18	TBD	\$0	\$580,000		\$580,000	\$0	\$0
Jul-18	TBD	\$0	\$580,000		\$580,000	\$0	\$0
Aug-18	TBD	\$0	\$580,000		\$580,000	\$0	\$0
Sep-18	TBD	\$0	\$580,000		\$580,000	\$0	\$0
Oct-18	TBD	\$0	\$580,000		\$580,000	\$0	\$0
Nov-18	TBD	\$0	\$580,000		\$580,000	\$0	\$0
Dec-18	TBD	\$0	\$580,000		\$580,000	\$0	\$0
Totals		\$11,855,000	\$54,119,920	\$214,000	\$66,188,920	\$4,000,000	

TAB C

Exhibit "C" to the Affidavit of Mark Sumner,
sworn before me this 7th day of February, 2014.



Commissioner for Taking Affidavits, etc.

**Thomas Reid Wilson,
a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires May 2, 2015.**

October 17, 2013

VIA EMAIL

Data & Audio-Visual Enterprises Wireless Inc.
Canada Trust Tower, Suite 2300
161 Bay Street
Toronto, Ontario M5J2S1
Canada
Attention: Stewart Lyons, Executive Vice President

Dear Mr. Lyons:

**Re : In the Matter of the Plan of Compromise or Arrangement of 8440522 Canada Inc. et al.
(CV-13-10274-00CL)**

Reference is made for the purposes hereof to the following:

- a) The Managed Services Agreement executed between Data & Audio Visual Enterprises Wireless Inc. ("**DAVE**"), Amdocs Canadian Managed Services, Inc. ("**ACMS**") and Amdocs Software Systems Ltd. made as of October 15, 2009 (the "**MSA**");
- b) Amendment No. 1 to the MSA dated March 21, 2012 (the "**Amendment**");
- c) The Application Record filed on September 29, 2013 (the "Application") by 8440522 Canada Inc., Data & Audio Visual Enterprises Wireless Inc., and Data & Audio Visual Enterprises Holdings Inc. (collectively, "**Mobilicity**") in the context of the proceedings instituted pursuant to the Companies' Creditors Arrangement Act (R.S.C. 1985, c. C-36, as amended, the "**CCAA**");
- d) The Affidavit of William E. Aziz sworn on September 29, 2013 in support of the Application (the "**Affidavit**");
- e) The Initial Order issued on September 30th, 2013 by the Honourable Justice Newbould (the "**Initial Order**");

Amdocs Canadian Managed Services, Inc.:

1705 Tech Avenue, Unit 2
Mississauga, Ontario L4W 0A2

+1 416 355 4001 tel
+1 416 355 4095 fax
www.amdocs.com

We are writing further to the meeting held on October 8, 2013 between representatives of ACMS and Mobilicity, in the presence of the Monitor appointed pursuant to the Initial Order (Ernst & Young Inc.) and Mr. Evan Cobb (Norton Rose Fulbright LLP), counsel to Mobilicity. Taking into consideration the information conveyed and apparent positions taken by Mobilicity in the context of the said meeting, we deem it necessary to formally advise you of ACMS' position, principally with respect to invoicing and payment issues.

It is our understanding that Mobilicity, under the supervision of the Monitor, intends to defer payment of implementation fees under the MSA and the Amendment to a later, yet-to-be-determined date. ACMS representatives were also informed that Mobilicity will endeavor to pay all invoices issued by ACMS after October 1, 2013, although it could "not guarantee" that it would do so; that Mobilicity forecasted a \$1.3M payment to Amdocs by mid-December for services rendered in October 2013; and that negotiations would ensue to "minimize" ACMS' post-filing liability exposure.

Yet, as set forth below, there is no reason or basis for ACMS incurring and tolerating any post-filing exposure whatsoever.

We were also dismayed to learn that, although it has the right to do so pursuant to the Initial Order, Mobilicity would not pay any of its pre-filing debts towards ACMS. Indeed, on the apparent basis that ACMS is a material supplier of Mobilicity, and in light of its classification as a Dealer (as such term is defined in the Affidavit), the Honourable Newbould specifically permitted a derogation from the usual restrictions of the CCAA and allowed Mobilicity to pay any amounts owing to ACMS, whether incurred prior to or after the Initial Order (s. 6(b) of the Initial Order).

As regards post-filing obligations of Mobilicity towards ACMS, we are concerned about Mobilicity's apparent intention to defer payments or otherwise request payment terms that will further prejudice ACMS' already precarious financial position in respect of its receivables in connection with Mobilicity. In this regard, we refer you to section 19 of the Initial Order which provides:

THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payments for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to any of the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA. (emphasis added)

Amdocs Canadian Managed Services, Inc.

1705 Tech Avenue, Unit 2
Mississauga, Ontario L4W 0A2

+1 416 355 4001 tel
+1 416 355 4095 fax
www.amdocs.com

Moreover, and in connection with this latter provision of the Initial Order, we refer you to Section 11.01 of the CCAA:

11.01: No order made under section 11 or 11.02 has the effect of:

(a) prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided after the order is made; or

(b) requiring the further advance of money or credit.

Consequently, please be advised that, considering its rights under the CCAA and the Initial Order, and considering the substantial losses and damages ACMS has already incurred as a result of Mobilicity's insolvency and the proceedings instituted, ACMS does not intend to extend credit terms to Mobilicity and will be henceforth demanding immediate payment for services rendered and for the use of licensed property granted to Mobilicity since the Initial Order. In that regard, please find enclosed our revised invoice nos. 304358, 304359, 304360, 304361, 133164 and 133165 in respect of services rendered since the date of the Initial Order.

We also reject Mobilicity's misclassification of the unpaid Implementation Fees as pre-filing debt. The amounts payable to ACMS in respect of the Implementation Services for the license and implementation of the customized Amdocs Systems (as such terms are defined in the MSA) total CAD\$11,855,000 (the "**Implementation Fee**"). This included a CAD\$10,000,000 fee for the license to use the customized Amdocs Systems during the Initial Term. To the extent Mobilicity continues to use the customized Amdocs Systems post-filing, the fees for such license shall continue to be invoiced and be immediately payable. In view of the 72-month period that constitutes the Initial Term, ACMS will invoice in accordance with the payment table in Schedule 5 for the aforementioned Implementation Fee in respect of the license fees pertaining to the remainder of the Initial Term. Should current CCAA conditions be maintained until the end of the Initial Term, the post-filing Implementation Fee will total approximately CAD\$4,187,500.

The payment terms that were in effect prior to the Initial Order no longer apply in view of the payment defaults and insolvency of Mobilicity. The payment terms which Mobilicity is ostensibly proposing are not acceptable to ACMS under the circumstances. The CCAA is clear that demanding immediate payment for post-filing services is permitted despite any terms that had been agreed to prior to the filing. We therefore request another meeting between ACMS and Mobilicity representatives, in the presence of the Monitor, so as to arrive at solutions that will ensure that post-filing obligations of Mobilicity towards ACMS are performed in a timely fashion.

In the event that arriving at such a solution by November 15th proves unattainable, ACMS will have no alternative other than to enforce its rights under the Initial Order, the CCAA and the MSA itself. This may

Amdocs Canadian Managed Services, Inc

1705 Tech Avenue, Unit 2
Mississauga, Ontario L4W 0A2

+1 416 355 4001 tel
+1 416 355 4095 fax
www.amdocs.com

include, namely and without limitation, terminating the MSA for cause and petitioning the Court in view of lifting the Stay of Proceedings for the purposes of seeking the appropriate relief.

We shall be awaiting your availabilities to arrange a meeting by October 31st.

Yours truly,



Michael Couture
Regional Vice President

C c.: Mike P. Dean (Ernst & Young Inc.)
Alex F. Morrison (Ernst & Young Inc.)
Orestes Pasparakis (Norton Rose Fulbright Canada LLP)
Evan Cobb ((Norton Rose Fulbright Canada LLP)
Roger P. Simard (Dentons Canada LLP)
Ari Y. Sorek (Dentons Canada LLP)
Ronen Jacob, Finance Director (ACMS)
Zvi Joseph, Deputy General Counsel (ACMS)
Gregory Wetzel, Corporate Counsel (ACMS)

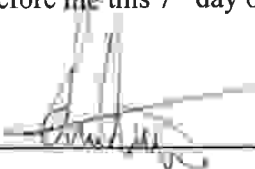
Amdocs Canadian Managed Services, Inc.

1705 Tech Avenue, Unit 2
Mississauga, Ontario L4W 0A2

+1 416 355 4001 tel
+1 416 355 4095 fax
www.amdocs.com

TAB D

Exhibit "D" to the Affidavit of Mark Sumner,
sworn before me this 7th day of February, 2014.



Commissioner for Taking Affidavits, etc.

**Thomas Reid Wilson,
a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires May 2, 2015.**



TM

October 30, 2013

Amdocs Canadian Managed Services, Inc.
2 Bloor Street East
Suite 400
Toronto, ON
M4W 3Y7

Dear Sir/Madam: **Re: Data & Audio-Visual Enterprises Holdings Inc. and Data
& Audio-Visual Enterprises Wireless Inc.**

As you know, Data & Audio-Visual Enterprises Holdings Inc. and its affiliates (collectively, the “Mobicility Group”) commenced proceedings under the *Companies’ Creditors Arrangement Act* (Canada) (the “CCAA”) pursuant to an order of the Ontario Superior Court of Justice (Commercial List) dated September 30, 2013 (the “Initial Order”).

We write in response to a letter received by the Mobicility Group on October 17, 2013 from Amdocs Canadian Managed Services, Inc. (“Amdocs”) (the “October 17 Letter”) and further to a meeting amongst representatives of Amdocs, the Mobicility Group, Ernst & Young Inc. as CCAA Monitor, and counsel to Amdocs and the Mobicility Group on October 29, 2013.

Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Managed Services Agreement executed between Data & Audio-Visual Enterprises Wireless Inc., Amdocs, and Amdocs Software Systems Limited, made as of October 15, 2009 (as amended, the “MSA”).

We note that the October 17 Letter contains certain factual assertions about discussions that took place on October 8, 2013 that are both incomplete and inaccurate. However, a detailed response on this point is both irrelevant and unnecessary for the purposes of resolving matters between Amdocs and the Mobicility Group.

Since the delivery of the October 17 Letter, we believe that Amdocs and the Mobicility Group have resolved certain of the issues raised therein. The purpose of this letter is to provide confirmation of the resolved matters and to summarize the Mobicility Group’s position on those matters that remain unresolved, which matters are limited to certain “Implementation Fees” and “Sandvine” amounts.

Resolved Matters

The Mobilicity Group has confirmed that it agrees to pay, immediately, the fees defined in the MSA as “Monthly Fees”, for the months of October and November 2013.

The Mobilicity Group will continue to pay Monthly Fees monthly in advance on the first business day of each month in which the services described in the MSA are anticipated to continue to be used.

In order to account for administrative issues that may arise, the Mobilicity Group believes that a cure period of 3 business days for any non-payment of the above amounts is reasonable in the circumstances.

Based upon the foregoing, the Mobilicity Group confirms that it will pay Invoices # 304358; 304361 and 133164 immediately, in an aggregate amount of CDN\$ 814,129.02. As discussed at our October 29th meeting, this amount is to be applied to the above invoices specifically and is not to be applied by Amdocs in payment of any other amount owing to Amdocs.

Implementation Fees

As discussed, the Mobilicity Group and the Monitor believe that on a proper reading of the MSA, the Implementation Fees described therein are in substance deferred compensation for past goods and services.

Pursuant to the MSA, the Implementation Fee is a lump sum obligation in the amount of CAD\$ 11,855,000. The full Implementation Fee was owing to Amdocs at the time the MSA was entered into. That amount is invoiced in varying instalments that do not correlate to any usage levels. The deferral was provided for in recognition of the fact that the Mobilicity Group could not, at the time of execution of the MSA, have paid the full amount of the Implementation Fee that then owed in a single instalment.

As you are aware, The Initial Order prohibits the Mobilicity Group from making payments of principal, interest thereon or otherwise on account of amounts owing by the Mobilicity Group to any of its creditors as of September 30, 2013.

No provisions of the Initial Order create an exception to this general rule for Amdocs. The October 17 Letter suggests that Amdocs is a “Dealer” to which payment of pre-filing amounts are permitted in accordance with the Initial Order. This is not correct. A “Dealer” for the purposes of the Initial Order refers to the Mobilicity-branded store owners who sell cellular services and handsets on behalf of Mobilicity. The Court materials filed in connection with the Initial Order makes that clear.

Based upon the foregoing, invoice #133165 and invoice #304359 will not be paid during the post-filing period. Future invoices for similar fees will also not be paid during the post-filing period.

Sandvine Amounts

Invoice #304360 refers to certain "Sandvine integration" costs.

The Mobilicity Group and the Monitor believe that a portion of each Sandvine integration invoice for the twelve months starting in September of 2013 is attributable to deferred charges in the aggregate amount of \$200,000 (or \$16,666.67 per month) (the "Deferred Sandvine Amounts") that were incurred for goods and services provided in 2011.

The Deferred Sandvine Amounts cannot be paid at this time for the same reasons described above with respect to the Implementation Fee.

Once the Deferred Sandvine Amount is removed from invoice #304360 (or a new invoice is issued), the remaining amount of \$26,965.00 can be paid.

The Mobilicity Group believes that its position on the Implementation Fee and the Deferred Sandvine Amount respects all of the provisions of the Initial Order. As you are aware, the Monitor has been actively involved in the consideration of Amdocs' concerns and the Monitor agrees with the Mobilicity Group's position. We trust that Amdocs will continue to comply with its obligation to provide services in accordance with Paragraph 18 of the Initial Order and we note that any failure to do so may cause material damage to the Mobilicity Group's operations.

Yours truly,

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.



William E. Aziz
Chief Restructuring Officer

Copies to:

Evan Cobb, Norton Rose Fulbright
Ari Sorek, Dentons
Christopher Mediratta, Ernst & Young Inc.
Robert Thornton, Thornton Grout Finnigan

TAB E

Exhibit "E" to the Affidavit of Mark Sumner,
sworn before me this 7th day of February, 2014.

A handwritten signature in dark ink, appearing to read "Thomas Reid Wilson", is written over a horizontal line.

Commissioner for Taking Affidavits, etc.

**Thomas Reid Wilson,
a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires May 2, 2015.**

Moran, Blake

From: Ronen Jacob <RONENJ@Amdocs.com>
Sent: 13-Dec-13 4:44 PM
To: Anthony Booth (anthony.booth@mobility.ca); Christopher.Mediratta@ca.ey.com
Cc: Mickey Harary; Manoel Menashe
Subject: Reconciliation Payment - 2013

Anthony, Christopher;

This is to let you know that based on section 6 (Additional services) of Schedule 5 to the Master Services Agreement, Amdocs will issue to DAVE an invoice for the **Reconciliation Payment**.

Please have this payment planned in your calculations.

Amdocs expect this invoice to be paid on the 1st business day of January 2014 along with January Payment.

"In the event DAVE has not met its annual minimum obligation in either the 2013, 2014, 2015 or 2016 calendar year, on or before December 31 of the applicable calendar year, DAVE shall pay Amdocs, on a non-refundable basis, the difference between the amounts paid in the calendar year and the annual minimum amount committed above (the "Reconciliation Payment")"

The annual minimum obligation for calendar year 2013 is **\$0.850 Million**.

Thanks and have a good weekend.

Ronen Jacob
Finance Director
Amdocs, NAM Division
Office: +1-416-355-4019
Cell: +1-416-346-9986
ronenj@amdocs.com
AMDOCS | EMBRACE CHALLENGE EXPERIENCE SUCCESS

TAB F

Exhibit "F" to the Affidavit of Mark Sumner,
sworn before me this 7th day of February, 2014.

A handwritten signature in cursive script, appearing to read "T. Reid Wilson", is written over a horizontal line.

Commissioner for Taking Affidavits, etc.

Thomas Reid Wilson,
a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law,
Expires May 2, 2015.

Moran, Blake

From: Ronen Jacob <RONENJ@Amdocs.com>
Sent: 31-Dec-13 12:03 PM
To: Anthony Booth (anthony.booth@mobilicity.ca); Christopher.Mediratta@ca.ey.com; Bill Aziz (baziz@bluetreeadvisors.com)
Cc: Mickey Harary; Manoel Menashe
Subject: RE: Reconciliation Payment - 2013
Attachments: Amdocs invoice 134222

Gentlemen;

As per my below email dated December 13, please find the attached invoice been sent today to Mobilicity AP. After deduction of the ordered CRs during 2013, the final reconciliation amount is 814,600 CAD. Should you have any question, please let me know.

I would like to wish you and your families a successful and a happy new year.

Ronen Jacob
Finance Director
Amdocs, NAM Division
Office: +1-416-355-4019
Cell: +1-416-346-9986
ronenj@amdocs.com
AMDOCS | EMBRACE CHALLENGE EXPERIENCE SUCCESS

From: Ronen Jacob
Sent: Friday, December 13, 2013 4:44 PM
To: Anthony Booth (anthony.booth@mobilicity.ca); Christopher.Mediratta@ca.ey.com
Cc: Mickey Harary; Manoel Menashe (manoel.menashe@amdocs.com)
Subject: Reconciliation Payment - 2013

Anthony, Christopher;

This is to let you know that based on section 6 (Additional services) of Schedule 5 to the Master Services Agreement, Amdocs will issue to DAVE an invoice for the **Reconciliation Payment**.

Please have this payment planned in your calculations.

Amdocs expect this invoice to be paid on the 1st business day of January 2014 along with January Payment.

"In the event DAVE has not met its annual minimum obligation in either the 2013, 2014, 2015 or 2016 calendar year, on or before December 31 of the applicable calendar year, DAVE shall pay Amdocs, on a non-refundable basis, the difference between the amounts paid in the calendar year and the annual minimum amount committed above (the "Reconciliation Payment")"

The annual minimum obligation for calendar year 2013 is **\$0.850 Million**.

Thanks and have a good weekend.

Ronen Jacob
Finance Director
Amdocs, NAM Division

Office: +1-416-355-4019

Cell: +1-416-346-9986

ronenj@amdocs.com

AMDOCS | EMBRACE CHALLENGE EXPERIENCE SUCCESS

Moran, Blake

From: Orna Rabinovitz <ornar@amdocs.com>
Sent: 31-Dec-13 11:41 AM
To: 'Wendy Walker'
Cc: 'Jason Gomes'; Manoel Menashe; Ronen Jacob
Subject: Amdocs invoice 134222
Attachments: 134222 Amendment #1 Year 1.pdf

Hi Wendy

Please find Amdocs invoice for Amendment #1 – Year 1

Regards,
Orna Rabinovitz
647.200.1784 (mobile)
AMDOCS | EMBRACE CHALLENGE EXPERIENCE SUCCESS

Amdocs Software Systems Ltd.
First Floor Block S
Eastpoint Business Park
Dublin 3
Ireland

Telephone: +353 (0) 1 439 3600
Facsimile: +353 (0) 1 823 0970

Date: 30-DEC-13

VAT Reg.:

IE 8297997N

To:
Mobility

101 Exchange Avenue
Vaughan, ON L4K 5R6
Canada

Ship To :

101 Exchange Avenue
Vaughan, ON L4K 5R6
Canada

Invoice Number: 134222

Reference: 150673

In accordance with Amendment #1 to the Managed Service Agreement between Data&Audio-Visual Enterprises Wireless INC. (DAVE) and Amdocs Canadian Services INC. (ACMS) and Amdocs Software Systems Limited (ASSL), effective 31th March, 2012.

As per Section 6.5 \$4.05M Commitment, for Year 1 (calendar 2013).

CRs have been reduced from 850K CAD Mobility commitment for 2013: CR317, CR274 and CR 275 (total of 35.4K CAD).

Amount:

814,600.00 CAD

Notes:

For VAT accounting purposes, the amount invoiced is equivalent to: 553,400.50 EUR. The exchange rate used is: 1 CAD = 0.679352 EUR

Please remit immediate payment

JP Morgan - CAD - London, Branch: 609242

Account: 40987904

IBAN: GB53CHAS60924240987904, SWIFT: CHASGB2L

+3531 478 8130

Ireland

Name: Ashling Deans

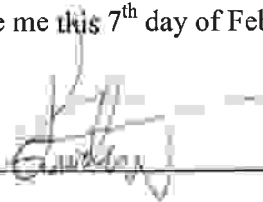
Title: Accounts Receivable

Authorized Signature: _____

DE

TAB G

Exhibit "G" to the Affidavit of Mark Sumner,
sworn before me ~~this~~ 7th day of February, 2014.



Commissioner for Taking Affidavits, etc.

**Thomas Reid Wilson,
a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires May 2, 2015.**

ORDER NO. 2011.002.0

This Order No. 2011.002.0 for Additional Services dated January 1, 2010 (the "Order") shall be governed by the terms and conditions of the Managed Services Agreement (the "Agreement") dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc. ("Mobilicity"), Amdocs Canadian Managed Services, Inc., and Amdocs Software Systems Limited (the "Agreement"). Any terms and conditions in this Order that modify or change the terms and conditions of such Agreement shall apply to this Order only. Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

1. Description of the Additional Services:

At Mobilicity's request, Amdocs will provide the Additional Services (as specified in "BRD for CR88 Overall System Integration v1.0.docx", but only for two resources vs. the four resources) of a Systems Integration Team ("SIT") to manage the Mobilicity's identified vendors for the following operational activities:

- Code change control management
- RCA reports – monitoring & auditing
- Production Critical (P1) tickets management
- Based on the above – Initiate and lead processes improvement sessions

The above functions will report to the Amdocs CIM (Ami Citrin). Virtual reporting will be to the Mobilicity VP management team.

The Additional Services of this Order are to be done in three phases, as further outlined in Section 6 of this Order. The initial phase is one resource for two months commencing January 1, 2011. The second phase adds another resource effective March 1, 2011. The third and final phase adds two resources effective June 1, 2011 onward, and represents the full scope of the Additional Services provided for by this Order.

2. Term of Order:

The Additional Services of this Order will commence January 1, 2011, and continue for the term of the Agreement. This Order supersedes and replaces any previous verbal, email, or other written agreements relating to the subject matter of this Order.

3. Designated Amdocs Personnel to Perform the Additional Services:

Amdocs will build a team with the skill sets needed to competently deliver the Additional Services. The team will be managed by Mobilicity and will utilize the tools available to Mobilicity internally and from all vendor sources, as well as Amdocs' experience and expertise.

The Amdocs Mobilicity CIM (Customer Implementation Manager), will provide Amdocs oversight of the team's professional services and will be a focal point for any related issues.

3.1 Roles & Responsibilities - Mobility & Amdocs

RACI definitions:

- **Responsible:** person(s) who perform(s) the task – the doer, responsible for action/implementation. R's can be shared. R's must always be assigned to complete the tasks. Being the Responsible person does not preclude working with others to complete the task.
- **Accountable:** person who is ultimately accountable for, or "owns" the achievement of a task or goal; only one person can be accountable (although the "A" can also have an "R" role as well. Sometimes referred to as "primership". An accountable person must always be determined for the task or goal.
- **Consulted:** person(s) to be consulted prior to a final decision or action being taken. To be designated when appropriate to the task or goal.
- **Informed:** person(s) to be informed after a decision or action is taken. To be designated when appropriate to the task or goal.

ID	Roles & Responsibilities	Mobility VP Mgmt (M&H)	Amdocs CRM	Additional Services Resources
1	Reporting: • RCA reports management (provided, by the relevant vendor, up to 3 days after P1 is opened) • Quarterly improvement summary report (proactive activity) • Daily tickets dashboard (statistically different breakouts) **Refer to Appendix 1 - reports	Informed	Accountable	Responsible
2	Overall management of P1 issues across the identified Mobility contracted vendors, including escalations, coordination and reporting ** Refer to Appendix 3 - P1 Process Description	Informed / Consulted	Accountable	Responsible
3	Code Change Management for the identified Mobility contracted vendors ** Refer to Appendix 4 - process description	Consulted	Accountable	Responsible
4	P2 management – the Integration team will manage P2 tickets. This doesn't require 24/7 support, however the team will follow up on P2 tickets which weren't closed by the vendor on appropriate time and will take the appropriate management activities to achieve the resolution. Mobility will leverage the team for any Ad-hoc issues in the same manner for any other issues as needed by the business.	Informed / Consulted	Accountable	Responsible

3.2 Interfaces to Manage

ID	Interface	Comments	Complexity
1	Syniverse	1) Number porting (Real-time XML interface for porting) 2) roaming clearing & reporting 3) sponsored roaming 4) intercarrier signaling 5) SMS and MMS interconnection with other carriers 6) Data interconnection with other carriers	Medium
2	Performance Technologies	a) The vendor of STP b) STP interface with NBU's SCP application	Low
3	Sitel	a) Sitel is the IVR vendor b) The IVR is interacting with the Amdocs platform by calling APIs to facilitate payments, resetting VMS and checking BAN Balance	High
4	Ericsson	Network management All the interfaces with Ericsson, including but not limited to charging, provisioning, mediation, etc	Very High
5	Amdocs BSS/OSS & ES	End to end order to cash including back office systems support	Very High

The parties agree that the above matrix of interfaces and complexity represents the scope applicable to two resources of the appropriate skills and experience mix.

It is also agreed that the above scope of work will be supported only after the second resource is engaged (refer to "timeline" section below)

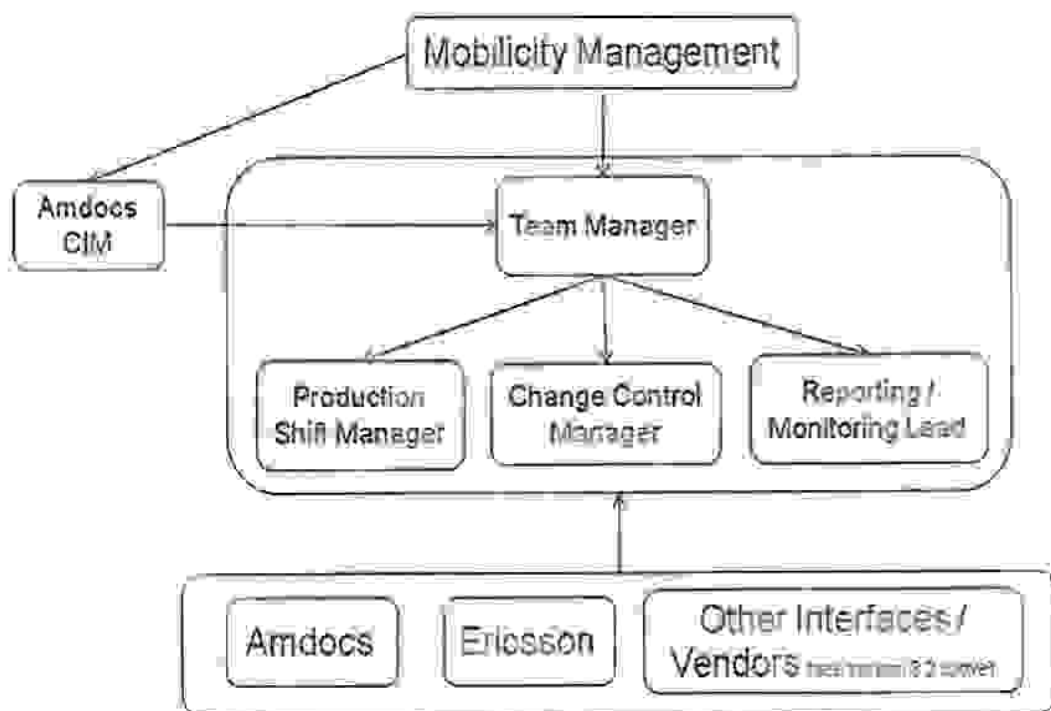
Systems Integration Team positions

ID	Position	Role Description	Location
1	Team Manager (Phase 1 – 3)	An Amdocs B4 (or higher) level Manager	On site
2	Change Control Manager (Phase 3)	Will manage all code changes across all vendors An Amdocs B3 level resource with Technical orientation and strong managerial skills.	On Site
3	Production Shift Manager (Phase 2-3)	An Amdocs B3 (or higher) level resource. Will manage P1 issues across all vendors listed in this work order. Will have strong technical orientation with political acumen to be able to move forward the different parties to solve all P1 issues as quickly as possible.	On Site or North America (EST time zone)

		On call 7/24, outside of normal business hours.	
4.	Reporting/Monitoring Lead (Phase 3)	An Amdocs B2 (or higher) level resource.. Develop and follow up on recurring reporting communications, as well as daily monitoring, with all the vendors.	On Site

The above structure represents the full SIT resourcing. The scope of this Order includes only two resources – Team Manager, and Production Shift Manager

The Team Manager, Change Control Manager and Production Shift Manager will back up each other as required.



4. Location:

The Systems Integration Team will be located at the Mobility head office in Vaughan, ON, Canada, with the potential exception that the Production Shift Manager may be located at premises within North America (i.e. not necessarily within Champaign).

5. Tools and Accessories

In order to fulfill its daily targets, the Systems Integration Team personnel will need access to any existing, and available to Mobility, monitoring tools and any other relevant assets, regardless of vendor.

This is including but not limited to, monitoring tools like the AMC (Amdocs Monitoring Tool), Ericsson monitoring tools, ticketing distribution lists, other distribution lists (such as Scorecard's daily mails) and more.

Any SLA report which is sent to Mobilicity by the vendors (as per current contract) must be sent also to the Systems Integration Team.

The detailed analysis of the tools and other means will be done as part of the pre-production phase, together with Mobilicity management and with their full cooperation, especially with the need to engage and get the full cooperation of the non Amdocs vendors.

6. Timeline

The below schedule would take effect once this Order is signed by both Amdocs and Mobilicity. Project start is January 1, 2011.

Phase	Resources	Dates	Details	Duration
Phase1	One resource: Shift Manager	January 1 st 2011 to February 28 th 2011	Jack Wasserman (Amdocs manager) will mainly support the roaming issues and any other activities as required by Mobilicity	2 Months
phase2	Two Resources: 1. Shift Manager 2. Team Manager	March 1 st 2011 to May 31 st 2011	In addition to Jack's regular support the team will build the Integration processes and start the support as detailed in this WO. (limited to 2 resources scope)	3 Months

Phase3	Four Resources: 1. Shift Manager 2. Team Manager 3. SCM Manager 4. Reporting monitoring person	June 1 st 2011 until the end of the term of the Agreement.	Team to support full scope as detailed in this contract.	For the term of the Agreement
--------	--	---	--	-------------------------------

7. **Price:** The agreed price for this Order consists of the following monthly fees:

	Year 1, Pre-Production Commencing January 1 – February 28, 2011	Year 1, commencing March 1, – December 31 st 2011	Year 2, 2012	Year 3, 2013	Year 4, 2014	Year 5, 2015
Initial 2 person team	\$25,300/mo. [\$50,600 for 2 months]	\$50,920/mo. [\$509,200 for 10 months]	\$47,350/mo. [\$568,200 annual]	\$48,100/mo. [\$577,200 annual]	\$48,850/mo. [\$586,200 annual]	\$49,650/mo. [\$595,800 annual]
Add'l 2 persons		\$31,100/mo. [\$217,700 for 7 months]	\$31,567/mo. [\$378,800 annual]	\$32,067/mo. [\$384,800 annual]	\$32,567/mo. [\$390,800 annual]	\$33,100/mo. [\$397,200 annual]

- * In calendar year 2011, the CDN \$559,800.00 in total annual fees will be paid by Mobilicity in part using thirty five hundred (3500) hours of professional services funded through the Development Fund, and deducted from the annual allowance under the Agreement, as requested by Mobilicity. Hours from the Development Fund will be applied at an hourly rate of \$115.00 per hour, such that 3,500 hours will equal an aggregate amount of \$402,500.00. The remaining balance of one hundred and fifty seven thousand three hundred Canadian dollars (CDN \$157,300.00) will be invoiced in 10 equal monthly payments of \$15,730.00 CDN beginning with the March 2011 Invoice.

- * Based on the above, the five year total value of this Order is \$4,656,500.00 CDN.

8. Payment and Billing Information:

Payment is required on a monthly basis, and paid by Mobilicity in accordance with the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by duly authorized representatives:

**AMDOCS SOFTWARE SYSTEMS
LIMITED**

By:

(Signature)

Name:

(Typed or Printed)

Title:

(Typed or Printed)

Date:

**AMDOCS CANADIAN MANAGED
SERVICES INC.**

By:

(Signature)

Name:

(Typed or Printed)

Title:

(Typed or Printed)

Date:

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By:

(Signature)

Name:

(Typed or Printed)

Title:

(Typed or Printed)

Date:

By:

(Signature)

Name:

(Typed or Printed)

Title:

(Typed or Printed)

Date:

Appendix 1 - reports

SLAs management (Monthly report)

This is out of scope as part of phase 1 (i.e two resources phase)

The Systems Integration Team will be responsible to manage all the vendors SLAs as per their current contracts with Mobility.

This means that the Systems Integration Team will be responsible to consolidate the SLAs reports as they are sent to Mobility, however it is not the integration team responsibility to create those reports. Instead of the different vendors, also the team is not responsible to physically fix any issue. Just to document alert and follow-up.

The team will maintain a matrix of all the SLAs per vendor and will track the reports delivery:

- 1) Make sure that the reports are sent on time (follow up with the vendors as needed)
- 2) Validate the reports content to assure accuracy of the information (compare to the actual)
- 3) Summarize key information into overall dashboard (executive level)
- 4) Use the information provided for improvements sessions.

Example for a monthly performance dashboard:

Performance Indicators	Vendor A	Vendor B	Vendor C	Vendor D
Monthly performance report received on time				
ALL SLA's KPI included in the report, with the following measures:				
* Governance performance for each KPI				
* Individual "Green - Red" State for each KPI				
* A threshold is established for any KPI and the system will alert if any KPI when the threshold KPI was not met during the preceding month				
* Trend or statistical analysis with respect to each KPI				

RCA reports management

Following a production issue, vendors required to deliver RCA report (Root Cause Analysis) within specified days following the issue starting day.

The Systems Integration Team will be responsible to maintain a tracking dashboard of the RCA reports, assuring the right format (to be created by the team or using the one in the related contract) and at the right time. Failing to deliver on time or in the right quality, will impact the vendor SLAs.

Example for a weekly RCA dashboard:

RCA report	Week (CA)	Number of	Weeks (C)	Weeks (D)
A root-cause analysis (RCA) for any pertinent event (per each vendor SLA) with the following:				
➤ Ticket/Defect #:				
➤ Severity:				
➤ Description:				
➤ Summary & Impact:				
➤ Root Cause and Lesson Learned:				
➤ Reporting Date:				
➤ Closing Date:				

Quarterly Improvements Summary Report

The Systems Integration Team will leverage the ticketing system and the RCA reports and look for recurring issues or specific issues with high business impact and/or based on Mobilicity's management guidelines.

The team will work directly with the related vendors to create the recommendation report.

This activity will take place once every quarter.

The team will also initiate special interviews with different groups (Business, reporting, operational etc...) in order to learn about problems and

Appendix 2 - Interfaces and tracking activities

With respect to the "3.2 Interfaces to manage" matrix (in this document) the Systems Integration Team will track Interfaces' failures (in production) based on the production available ticketing system and also leverage any production monitoring tools available to Mobilicity for example the Amdocs AMC , Ericsson monitoring tool , Scorecards email alerts etc.

The basic guidelines are:

1. Systems Integration Team will analyze all the processes and interfaces, to track the main operational / business processes that should be monitored.

That will be done in coordination with Mobilicity's management.

2. For each business process which needs to be tracked , a monitoring procedure will be developed – for example it can be added to the Scorecards feed email distribution list or using the AMC or even a daily phone call. The tracked information will be added to a daily documentation and presented as part of the overall dashboard.

A detailed analysis of this activity will be performed as part of the pre-production team building phase.

Appendix 3 - P1 Process Description

The Systems Integration Team will have an on-call support shift manager and will immediately react to a critical production tickets (P1).

Upon occurrences of such event the on call person (Production Shift Manager) will open a bridge and will make sure the right members join and handling the issue.

The Production Shift Manager will lead the event as required, mainly (but not limited to) when the issue relates to more than one vendor.

The Production Shift Manager responsibilities are:

1. Lead the session
2. Get any needed support, for example if additional party or individual input is needed, the shift manager will make the contact
3. Submit * interim reports to Mobilicity management (by email or phone)
4. Escalations as needed
5. Once the issue resolve - send summary to all the parties
6. Follow up on the RCA and related SLA dashboard updates

1. *The interim reports will reflect the following information: Short but comprehensive description of the problem
2. Business impact
3. Next steps
4. ETA for resolution

Appendix 4 - Change Management

The Change Control Manager (CCM) will be responsible to consolidate and approve all the production changes cross vendor.

This activity will include the following:

1. All Mobility vendors will be instructed to communicate on a daily basis any production changes to the CCM.
2. The CCM will act as a central point of contact for any production change from any Mobility vendor (Interface). That may include (not limited to) the following changes:
 - a. Code change
 - b. Scripts
 - c. Environment variable
 - d. DB impact (Data or structural change)
 - e. RT update
 - f. Software patch / upgrade
 - g. Hardware impact
 - h. Network
 - i. Files loads
3. The CCM will log the changes and will confirm the changes based on a predefined guidelines (to be developed as part of the pre-production phase).
For example:
 - a. Why this code change is necessary?
 - b. Will it impact the customers?
 - c. If yes, what is the communication plan?
 - d. What are the risks, mitigation, and backout plan?
 - e. What testing / verification were done?
4. In addition the CCM will conduct a weekly meeting dedicated for "Change Request Forum" that will be used for additional clarifications and verifications.
5. A daily Ad-hoc "Change Request Forum" may be held based on special needs, such as critical production fixes.

AMENDMENT NO. 1 TO
ORDER NO. 2011.002

Effective Date: March 1, 2011

This Amendment No. 1 ("Amendment") to Order No. 2011.002.0 (the "Order") dated January 1, 2010 to the the Managed Services Agreement (the "Agreement") dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc. ("Mobicity"), Amdocs Canadian Managed Services, Inc., and Amdocs Software Systems Limited (the "Agreement"), is made as of March 01, 2011. Mobicity and Amdocs hereby agree to amend the Order as follows:

All terms and conditions of the Order 2011.002.0 are deleted and replaced by the following:

1. Description of the Additional Services:

At Mobicity's request, Amdocs will provide the Additional Services (as specified in "BRD for CR88 Overall System Integration v1.0.docx", but only for one resource vs. the four resources) of a Systems Integration Team ("SIT") to manage the Mobicity's identified vendors for the following operational activities:

- Production Critical (P1) tickets management
- General integration support. Mainly, but not limited to, wireless network setup and production issues.

The above function will report to the Amdocs CIM (Ami Citrin). Virtual reporting will be to the Mobicity VP management team.

2. Term of Order:

The Additional Services of this Order will commence January 1, 2011, and continue for the term of the Agreement. This Order supersedes and replaces any previous verbal, email, or other written agreements relating to the subject matter of this Order.

Resource	Dates	Details	Duration
One resource: Production Shift Manager	January 1 st 2011 until the end of the Term of the Agreement	Jack Wasserman (Amdocs manager) will mainly support the network issues and any other activities as required by Mobicity	until the end of the Term of the Agreement

3. Designated Amdocs Personnel to Perform the Additional Services:

Amdocs will provide one person with the required skillset needed to competently deliver the Additional Services. The person will be managed by Mobicity and will utilize the tools available to Mobicity internally and from all vendor sources, as well as Amdocs' experience and expertise.

3.1 Roles & Responsibilities - Mobilicity & Amdocs

RACI definitions:

- **Responsible:** person(s) who perform(s) the task – the doer, responsible for action/implementation; R's can be shared. R's must always be assigned to complete the tasks. Being the Responsible person does not preclude working with others to complete the task.
- **Accountable:** person who is ultimately accountable for, or "owns" the achievement of a task or goal; only one person can be accountable (although the "A" can also have an "R" role as well. Sometimes referred to as "primeship". An accountable person must always be determined for the task or goal.
- **Consulted:** person(s) to be consulted prior to a final decision or action being taken. To be designated when appropriate to the task or goal.
- **Informed:** person(s) to be informed after a decision or action is taken. To be designated when appropriate to the task or goal.

Roles & Responsibilities	Mobilicity VF Mgmt. team	Amdocs CTM	Additional Services resource
Coordinator between Mobilicity and Ericsson/Syniverse/etc	Informed / Consulted	Accountable	Responsible
Tier1 support for Mobilicity N/W	Informed / Consulted	Accountable	Responsible
Issue analysis from business	Informed / Consulted	Accountable	Responsible
Production cycle 0 testing support in OLC / SCP	Informed / Consulted	Accountable	Responsible
Reference table mapping from business	Informed / Consulted	Accountable	Responsible
Production support of SCP / OLC applications	Informed / Consulted	Accountable	Responsible
Coordinator of production requests to Amdocs.	Informed / Consulted	Accountable	Responsible
CR/ET requirements	Informed / Consulted	Accountable	Responsible

Systems Integration Team positions

Position	Role Description	Location
Technical Manager and SME	An Amdocs B4 level resource. Will manage P1 carrier network issues across all vendors listed in this work order. Will have strong technical orientation with political acumen. To be able to move forward the different parties to solve all P1 issues as quickly as possible. On call 7/24, outside of normal business hours, with the exception of scheduled or unscheduled absence (i.e. vacation, illness, etc.)	On Site or North America (EST time zone)

4. Price:

The agreed price for this Order consists of the following fees:

For the period of January 01, 2011 – December 31, 2011 \$300,000.00 CDN in total annual fees will be paid by Mobilicity using a portion of the thirty five hundred (3500) hours of professional services funded through the Development Fund in 2011, and deducted from the annual allowance under the Agreement, as requested by Mobilicity.

Hours from the Development Fund will be applied at an hourly rate of \$115.00 per hour, such that 2,609 hours will equal an aggregate amount of \$300,000.00.

The fixed price ("Fixed Price") for subsequent years will not be funded through the Development Fund, and will be invoiced as a lump sum on or about January 1st of each calendar year. The annual amounts are as follows for the current Term;

2012 - three hundred four thousand five hundred Canadian dollars (\$304,500 CAD)

2013 - three hundred nine thousand one hundred Canadian dollars (\$309,100 CAD)

2014 - three hundred thirteen thousand seven hundred Canadian dollars (\$313,700 CAD)

2015 - three hundred eighteen thousand four hundred Canadian dollars (\$318,400 CAD)

The fees for any subsequent years are TBD.

5. Payment:

The Fixed Price will be invoiced by Amdocs as a lump sum on or about January 1st of each subsequent year, commencing January 1, 2012. All payments by Mobilicity will be in accordance with the Agreement.

6. Project Manager/Point of Contact:

The Amdocs point of contact is Ami Citrin.

7. Additional Terms:

Should the resource perform any work not for Mobilicity and not part of the Additional Services as described in Sections 1 and 3, Amdocs will provide a credit on a monthly basis to Mobilicity based on the total hours associated with such work. Such credit will be to the Development Fund for the calendar year associated with such hours.

No other changes:

Except as set forth in the Amendment, no other changes are made to the Order or to the Agreement, which shall remain in full force and effect. This Amendment forms an integral part of the Order, for all intents and purposes. In the event of any inconsistencies between this Amendment and the Order, this Amendment will govern.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT AS OF THE EFFECTIVE DATE SPECIFIED ABOVE.

AMDOCS SOFTWARE SYSTEMS
LIMITED

By:

(Signature)

Name:

(Typed or Printed)

Title:

(Typed or Printed)

Date:

AMDOCS CANADIAN MANAGED
SERVICES INC.

By:

(Signature)

Name:

(Typed or Printed)

Title:

(Typed or Printed)

Date:

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By:

(Signature)

Name:

(Typed or Printed)

Title:

(Typed or Printed)

Date:

By:

(Signature)

Name:

(Typed or Printed)

Title:

(Typed or Printed)

Date:

AMENDMENT NO. 2 TO
ORDER NO. 2011.002

Effective Date: November 1, 2011

This Amendment No. 2 ("Amendment") to Order No. 2011.002.0 (the "Order") dated January 1, 2010 to the Managed Services Agreement (the "Agreement") dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc. ("Mobilicity"), Amdocs Canadian Managed Services, Inc., and Amdocs Software Systems Limited (the "Agreement"), is made as of November 1, 2011. Mobilicity and Amdocs hereby agree to amend the Order as follows:

Sections 1, 4 and 5 of the Order are deleted and replaced by the following sections:

1. Description of the Additional Services:

At Mobilicity's request, Amdocs will provide the Additional Services (as specified in "BRD for CR88 Overall System Integration v1.0.docx", but only for one resource vs. the four resources) of a Systems Integration Team ("SIT") to manage the Mobilicity's identified vendors for the following operational activities:

- Production Critical (P1) tickets management
- General integration support. Mainly, but not limited to, wireless network setup and production issues.

The above function will report to the Amdocs CIM (Ami Cirin). Virtual reporting will be to the Mobilicity VP management team.

For 2012, 2000 hours of such Additional Services will be provided to Mobilicity. Commencing January 1, 2013, the resource will be full time, and continue as such for the term of the Agreement.

4. Price:

The agreed price for this Order consists of the following fees:

For the period of January 01, 2011 – December 31, 2011 \$300,000.00 CDN in total annual fees will be paid by Mobilicity using a portion of the thirty five hundred (3500) hours of professional services funded through the Development Fund in 2011, and deducted from the annual allowance under the Agreement, as requested by Mobilicity.

Hours from the Development Fund will be applied at an hourly rate of \$115.00 per hour, such that 2,609 hours will equal an aggregate amount of \$300,000.00.

For the period of January 01, 2012 – December 31, 2012 \$230,000 CDN in total annual fees will be paid by Mobilicity using two thousand (2000) hours of professional services funded through the Development Fund in 2012, and deducted from the annual allowance under the Agreement, as requested by Mobilicity.

Hours from the Development Fund will be applied at an hourly rate of \$115.00 per hour.

The fixed price ("Fixed Price") for subsequent years will not be funded through the Development Fund, and will be invoiced as a lump sum on or about January 1st of each calendar year. The annual amounts are as follows for the current Term.

2013 – three hundred nine thousand one hundred Canadian dollars (\$309,100 CAD)

2014 – three hundred thirteen thousand seven hundred Canadian dollars (\$313,700 CAD)

2015 - three hundred eighteen thousand four hundred Canadian dollars (\$318,400 CAD)

The fees for any subsequent years are TBD.

5. Payment:

The Fixed Price will be invoiced by Amdocs as a lump sum on or about January 1st of each subsequent year, commencing January 1, 2013. All payments by Mobilicity will be in accordance with the Agreement.

No other changes:

Except as set forth in the Amendment, no other changes are made to the Order or to the Agreement, which shall remain in full force and effect. This Amendment forms an integral part of the Order, for all intents and purposes. In the event of any inconsistencies between this Amendment and the Order, this Amendment will govern.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT AS OF THE EFFECTIVE DATE SPECIFIED ABOVE.

**AMDOCS SOFTWARE SYSTEMS
LIMITED**

By: _____
(Signature)

Name: _____
(Typed or Printed)

Title: _____
(Typed or Printed)

Date: _____

**AMDOCS CANADIAN MANAGED
SERVICES INC.**

by: _____
(Signature)

Name: John M. L. DUNN
(Typed or Printed)

Title: Chief Financial Officer
(Typed or Printed)

Date: 08/12/2011

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By: _____
(Signature)

Name: Stewart L. L...
(Typed or Printed)

Title: President
(Typed or Printed)

Date: _____

by: _____
(Signature)

Name: Ryan Lausman
(Typed or Printed)

Title: System Operations
(Typed or Printed)

Date: 12/12/11

AMENDMENT NO. 3 TO
ORDER NO. 2011.002

Effective Date: January 1, 2013

This Amendment No. 3 (“Amendment”) to Order No. 2011.002.0 (the “Order”) dated January 1, 2010 to the Managed Services Agreement (the “Agreement”) dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc. (“Mobilicity”), Amdocs Canadian Managed Services, Inc., and Amdocs Software Systems Limited, as amended (the “Agreement”), is made as of January 1, 2013. Mobilicity and Amdocs hereby agree to amend the Order as follows:

Sections 1, 4 and 5 of the Order are deleted and replaced by the following sections;

1. Description of the Additional Services:

At Mobilicity’s request, Amdocs will provide the Additional Services (as specified in “BRD for CR88 Overall System Integration v1.0.docx”, but only one resource (vs. the four resources) for 2011, and 38.5 hours a week for 2012 onward, of a Systems Integration Team (“SIT”) to manage the Mobilicity’s identified vendors for the following operational activities:

- Production Critical (P1) tickets management
- General integration support. Mainly, but not limited to, wireless network setup and production issues.

The above function will report to the Amdocs CIM (Ami Citrin). Virtual reporting will be to the Mobilicity VP management team.

For 2012 and 2013, 2000 hours for each year of such Additional Services will be provided to Mobilicity. Commencing January 1, 2014, the resource will be full time, and continue as such for the term of the Agreement.

4. Price:

The agreed price for this Order consists of the following fees:

For the period of January 01, 2011 – December 31, 2011 \$300,000.00 CDN in total annual fees will be paid by Mobilicity using a portion of the thirty five hundred (3500) hours of professional services funded through the Development Fund in 2011, and deducted from the annual allowance under the Agreement, as requested by Mobilicity.

Hours from the Development Fund will be applied at an hourly rate of \$115.00 per hour, such that 2,609 hours will equal an aggregate amount of \$300,000.00.

For the period of January 01, 2012 – December 31, 2013 \$230,000 CDN in fees will be paid annually by Mobilicity (\$460,000 CDN in total) using two thousand (2000) hours of professional services funded through the Development Fund in each of 2012 and 2013, and deducted from the annual allowance under the Agreement, as requested by Mobilicity.

Hours from the Development Fund will be applied at an hourly rate of \$115.00 per hour.

For clarity, use of the Development Fund for the Additional Services of this Order, has been permitted on an exceptional one-time basis for the period above and does not set a precedent of any kind.

The fixed price ("Fixed Price") for subsequent years will not be funded through the Development Fund, and will be invoiced as a lump sum on or about January 1st of each calendar year. The annual amounts are as follows for the current Term;

2014 – three hundred thirteen thousand seven hundred Canadian dollars (\$313,700 CAD)

2015 - three hundred eighteen thousand four hundred Canadian dollars (\$318,400 CAD)

The fees for any subsequent years are TBD.

5. Payment:

The Fixed Price will be invoiced by Amdocs as a lump sum on or about January 1st of each subsequent year, commencing January 1, 2014. All payments by Mobilicity will be in accordance with the Agreement.

No other changes;

Except as set forth in the Amendment, no other changes are made to the Order or to the Agreement, which shall remain in full force and effect. This Amendment forms an integral part of the Order, for all intents and purposes. In the event of any inconsistencies between this Amendment and the Order, this Amendment will govern.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT AS OF THE EFFECTIVE DATE SPECIFIED ABOVE.

AMDOCS SOFTWARE SYSTEMS LIMITED

By:

(Signature)

Name:

PHILIP JOHN BURER
(Typed or Printed)

Title:

ASSISTANT SECRETARY
(Typed or Printed)

Date:

8th MAY 2013

AMDOCS CANADIAN MANAGED SERVICES INC.

by:

(Signature)

Name:

Michael Couture
(Typed or Printed)

Title:

SVP & CBE
(Typed or Printed)

Date:

MAY 06 2013

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By:

(Signature)

Name:

Stewart Lyons
(Typed or Printed)

Title:

President and COO
(Typed or Printed)

Date:

by:

(Signature)

Name:

Ryan Lausman
(Typed or Printed)

Title:

VP Operations
(Typed or Printed)

Date:

22 APR 13

TAB H

Exhibit "H" to the Affidavit of Mark Sumner,
sworn before me this 7th day of February, 2014.

A handwritten signature in dark ink, appearing to read "Thomas Reid Wilson", is written over a horizontal line.

Commissioner for Taking Affidavits, etc.

**Thomas Reid Wilson,
a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires May 2, 2015.**

Amlogic Software Systems Ltd.
First Floor Block S
Eastpoint Business Park
Dublin 3
Ireland

Telephone: +353 (0) 1 858 6511
Facsimile: +353 (0) 1 822 6058

amlogic

Date: 20-JAN-14

VAT Reg:

IE 8297997N

To:

Mobility

555 Hanlan Rd. Unit # B, 2nd Floor
Woodbridge L4L 4R8
Canada

Ship To:

555 Hanlan Rd., Unit #8, 2nd Floor
Woodbridge L4L 4R8
Canada

Invoice Number: 134430

Reference: 152419

In accordance with Amendment #3 to order #2011.002. For additional services for CRSS-overall system integration.
For January 2014

Amount:

26,141.66 CAD

Notes:

For VAT accounting purposes, the amount invoiced is equivalent to 17,617.57 EUR. The exchange rate used is 1 CAD = 1.478607 EUR.

Vat has not been charged as this invoice is outside the scope of VAT

Please remit immediate payment

JP Morgan - CAD - London Branch: 609242

Account: 40387904

IBAN: GB53CHAS60924240387904, SWIFT: CHASGB33

+353 1 478 6130

Ireland

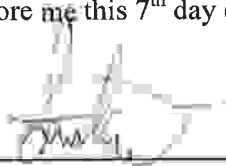
Name: Ashling Deans

Authorized Signature: _____

Title: Accounts Receivable

TAB I

Exhibit "T" to the Affidavit of Mark Sumner,
sworn before me this 7th day of February, 2014.



Commissioner for Taking Affidavits, etc.

**Thomas Reid Wilson,
a Commissioner, etc.,
Province of Ontario,
while a Student-at-Law.
Expires May 2, 2015.**

Moran, Blake

From: Ryan Lausman <ryan.lausman@mobility.ca>
Sent: 14-Jan-14 12:16 PM
To: Mickey Harary
Cc: Anthony Booth; Bill Aziz; christopher.mediratta@ca.ey.com
Subject: Jack
Attachments: scan.pdf

Mickey,

Happy New Year

Mobility received the attached work order today that we believe refers to Jack's services. Mobility used to pay for Jack using the 2000 development hours included in the original contract. According to this agreement, Mobility no longer has this ability. As such, we will not be renewing Jack's services for 2014. Please let us know if you'd like to discuss.

Regards,
--RGL

AMENDMENT NO. 3 TO
ORDER NO. 2011.002

Effective Date: January 1, 2013

This Amendment No. 3 ("Amendment") to Order No. 2011.002.0 (the "Order") dated January 1, 2010 to the Managed Services Agreement (the "Agreement") dated October 13, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc. ("Mobility"), Amdocs Canadian Managed Services, Inc., and Amdocs Software Systems Limited, as amended (the "Agreement"), is made as of January 1, 2013. Mobility and Amdocs hereby agree to amend the Order as follows:

Sections 1, 4 and 5 of the Order are deleted and replaced by the following sections:

1. Description of the Additional Services:

At Mobility's request, Amdocs will provide the Additional Services (as specified in "BRD for CR88 Overall System Integration v1.0.docx", but only one resource (vs. the four resources) for 2011, and 38.5 hours a week for 2012 onward, of a Systems Integration Team ("SIT") to manage the Mobility's identified vendors for the following operational activities:

- Production Critical (P1) tickets management
- General integration support. Mainly, but not limited to, wireless network setup and production issues.

The above function will report to the Amdocs CIM (Ami Citim). Virtual reporting will be to the Mobility VP management team.

For 2012 and 2013, 2000 hours for each year of such Additional Services will be provided to Mobility. Commencing January 1, 2014, the resource will be full time, and continue as such for the term of the Agreement.

4. Prices:

The agreed price for this Order consists of the following fees:

For the period of January 01, 2011 – December 31, 2011 \$300,000.00 CDN in total annual fees will be paid by Mobility using a portion of the thirty five hundred (3500) hours of professional services funded through the Development Fund in 2011, and deducted from the annual allowance under the Agreement, as requested by Mobility.

Hours from the Development Fund will be applied at an hourly rate of \$115.00 per hour, such that 2,609 hours will equal an aggregate amount of \$300,000.00.

For the period of January 01, 2012 – December 31, 2013 \$230,000 CDN in fees will be paid annually by Mobility (\$460,000 CDN in total) using two thousand (2000) hours of professional services funded through the Development Fund in each of 2012 and 2013, and deducted from the annual allowance under the Agreement, as requested by Mobility.

Hours from the Development Fund will be applied at an hourly rate of \$115.00 per hour.

For clarity, use of the Development Fund for the Additional Services of this Order, has been permitted on an exceptional one-time basis for the period above and does not set a precedent in any kind.

The fixed price ("Fixed Price") for subsequent years will not be funded through the Development Fund and will be invoiced as a lump sum on or about January 1st of each calendar year. The annual amounts are as follows for the current Term:

2014— three hundred thirteen thousand seven hundred Canadian dollars (\$313,700 CAD)

2015 - three hundred eighteen thousand four hundred Canadian dollars (\$318,400 CAD)

The fees for any subsequent years are TBD.

5. Payment:

The Fixed Price will be invoiced by Andocs as a lump sum on or about January 1st of each subsequent year, commencing January 1, 2014. All payments by Mobilicity will be in accordance with the Agreement.

No other changes:

Except as set forth in the Amendment, no other changes are made to the Order or to the Agreement, which shall remain in full force and effect. This Amendment forms an integral part of the Order, for all intents and purposes. In the event of any inconsistencies between this Amendment and the Order, this Amendment will govern.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT AS OF THE EFFECTIVE DATE SPECIFIED ABOVE.

AMDOCS SOFTWARE SYSTEMS
LIMITED

By:

(Signature)

Name:

PHILIP JOHN BUCKER
(Typed or Printed)

Title:

ASSISTANT SECRETARY
(Typed or Printed)

Date:

5th MAY 2013

AMDOCS CANADIAN MANAGED
SERVICES INC.

by:

(Signature)

Name:

Michael Couture
(Typed or Printed)

Title:

SVP & CBE
(Typed or Printed)

Date:

MAY 06 2013

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By:

(Signature)

Name:

Stewart Lyons
(Typed or Printed)

Title:

President and COO
(Typed or Printed)

Date:

- - -

by:

(Signature)

Name:

Ryan Lausman
(Typed or Printed)

Title:

VP Operations
(Typed or Printed)

Date:

22-APR-13

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., AND DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.
Applicants

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF MARK SUMNER
(Sworn February 7, 2014)

DENTONS CANADA LLP
1 Place Ville Marie
Suite 3900
Montreal, QC
H3B 4M7

Roger P. Simard / Ari Y. Sorek
LSUC Temporary Licensees (2014)
Quebec Bar Nos.: 180496-1 / 258252-0
Telephone: 514 878-5834 / 514 878-8883
Facsimile: 514 866-2241
E-mail: roger.simard@dentons.com /
ari.sorek@dentons.com

C. Blake Moran
LSUC No.: 62296M
Telephone: 416 863-4495
Facsimile: 416 863-4592
E-mail: blake.moran@dentons.com

*Lawyers for Amdocs Canadian Managed Services,
Inc. and Amdocs Software Systems Limited*

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., AND DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.
Applicants

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT TORONTO

**MOTION RECORD - PART 3 of 3
(Returnable February 26, 2014)**

DENTONS CANADA LLP
1 Place Ville Marie
Suite 3900
Montreal, QC
H3B 4M7

Roger P. Simard / Ari Y. Sorek
LSUC Temporary Licensees (2014)
Quebec Bar Nos.: 180496-1 / 258252-0
Telephone: 514 878-5834 / 514 878-8883
Facsimile: 514 866-2241
E-mail: roger.simard@dentons.com /
ari.sorek@dentons.com

C. Blake Moran
LSUC No.: 62296M
Telephone: 416 863-4495
Facsimile: 416 863-4592
E-mail: blake.moran@dentons.com

*Lawyers for Amdocs Canadian Managed Services,
Inc. and Amdocs Software Systems Limited*