

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 27, 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**").

3. I have taken cognizance of the Affidavit of Mr. Ryan Lausman sworn on February 18, 2014 (the "**Lausman Affidavit**") in support of the Responding Motion Record of Mobilicity dated February 18, 2014.

4. I wish to rectify certain points made in the Lausman Affidavit. The present Affidavit aims to address only the truly novel issues and glaring errors which I have noted in the Lausman Affidavit, and does not purport to address all the elements with which I and Amdocs are in disagreement with Mobilicity.

5. Indeed, Amdocs' position, the contradictions between the Lausman Affidavit and my own Affidavit of February 7, 2014, as well as any issues which merely constitute a different point of view from that which I already swore to will not be exhaustively addressed in the present Affidavit. Accordingly, the fact that I do not address or rectify other issues raised in the Lausman Affidavit should not be construed as an admission or acknowledgment of the veracity or accuracy of any of the other statements made in the Lausman Affidavit.

Implementation Fees

6. First, I note that the use of the defined term “Implementation Services” in paragraph 10(a) of the Lausman Affidavit is not preceded by a complete and accurate enumeration of that which constitutes the Implementation Services according to the MSA. Indeed, as set out in my previous Affidavit, “Implementation Services” refers to a much broader series of services, and “Implementation Fees” refers to a set of fees which is even broader, including the “term license fee of the modified software” of \$10 million as set out at Section 1.1 of Schedule 5.

7. Similarly, I note that the enumeration of that which constitutes the Implementation Services according to Mr. Lausman, excludes such other elements of the Implementation Services found at Schedule 7 and elsewhere in the MSA.

8. The fact that, as alleged at paragraph 18 of the Lausman Affidavit, the total amount of the Implementation Fee was not increased when amendment no 1 extended the term of the MSA for 32 additional months is irrelevant and is in fact misleading. Indeed, while the total amount of the Implementation Fees was not increased, this does not detract from the fact that the a \$10 million fraction of the Implementation Fees pertained to consideration being still being provided by Amdocs today, namely in respect of the licenses still being used today and for which Amdocs has not been paid by Mobilicity since October 2013.

9. Moreover, the said statement ignores the fact that consideration was given by Mobilicity in exchange for Amdocs not increasing the amount of the Implementation Fee. This extension without additional payments was coupled with the “\$4.05 M Commitment” and the Reconciliation Payment pertaining thereto. The fact that the Schedule was extended to account for additional commitments of the co-contractants does not detract from the fact that Mobilicity is currently enjoying certain services (post-filing) for which it is not providing any consideration.

10. The fact that—as the Lausman Affidavit points out—any unpaid remainder of the Implementation Fees would become due and payable upon early termination of the MSA even though the Amdocs systems would no longer be used, is irrelevant. The Early Termination Fee is simply a fee that was mutually agreed to by the parties as being imposable in the event of an early termination. The parties’ mutual agreement to establish an amount that would be payable in the event of an early termination does not detract from the fact that no such termination has been effected and that, to the contrary, Mobilicity is still enjoying services (i.e. licenses) from Amdocs and is not providing any consideration therefor.

11. With respect to the reference, in the Lausman Affidavit, to the language in the amended Schedule 5, I note that the fact that the parties agreed to defer the payment of the obligation to various sporadic future dates does not detract from the fact that, currently, Mobilicity is enjoying services for which it is not providing any consideration to Amdocs.

12. The admission, at paragraph 19 of the Lausman Affidavit, that “in most months that the Amdocs system was running, no Implementation Fee payment was owed” is merely a confirmation of the fact that there is no direct correlation between the schedule agreed to by the parties in respect of the payments to be made, on one hand, and the actual services being rendered, on the other hand. This only supports Amdocs’ position according to which the payment schedule contained at Schedule 5 (including its 32-month extension, which was devoid of any obligation in respect of Implementation Fees per se) was merely a tool used by the parties to manage Mobilicity’s cash flow and has no bearing whatsoever on whether or not, in actuality, services are and continue to be rendered. Indeed, just as there were months throughout the term of the MSA during which services were rendered by Amdocs and licenses were used by Mobilicity without any payments actually being made on any given month, so too, there were months where such payments were made without any correlation between the amount of such payments and the actual value of the services being rendered.

13. However, today, post-filing, one thing is certain: value and license use is being provided by Amdocs to Mobilicity and yet Mobilicity is not providing any consideration therefor, and Mobilicity is purporting to invoke the stay of proceedings as a means of excluding any and all payments pursuant to the payments schedule contained at Schedule 5 since October 2013.

14. I also note the admission contained at paragraph 22 of the Lausman Affidavit according to which the “license fee” is included within the term Implementation Fee.

15. I maintain that Mr. Lausman's understanding (as expressed at paragraph 23 of this affidavit), i.e.: that the "license fee" described in Section 12.1.3 of the MSA is "distinct from the payments for use of the Amdocs System (*sic*), which are included within the Monthly Fees" is not supported by the MSA. Indeed, (i) "Monthly Fees" is a defined term in Schedule 5 and refers (at Section 2.1 of Schedule 5) to "Time Based Bonuses" and "Subscriber Based Bonuses" for Amdocs' Outsourcing Services, and (ii) "Outsourcing Services" is clearly defined at Section 2.3 of the MSA and refers to those services defined in Schedule 8 of the MSA, which schedule does not refer to the licenses at all (see Section 1.1 of Schedule 8).

16. Indeed, the Monthly Fees are set out in a separate section of Amendment No. 1 (Section 2 of Schedule 5) and are calculated as a direct function of the number of Mobilicity subscribers.

17. The fact that the license fees being the object of the present dispute are separate and apart from the fees which Mobilicity is currently paying is further evidenced by the fact that, in the section on invoicing within the MSA, namely Section 12.2.1, the parties explicitly separated the notion of fees for Licence and fees for Services. Indeed, Section 12.2.1 provides that "fees for the Licence and Services shall be invoiced in accordance with Schedule 5."

The Reconciliation Payment

18. The Lausman Affidavit purports to correct an alleged error in my Affidavit of February 7, 2014, by stating that the Additional Services received by Mobilicity in 2013

were in fact valued at \$35,300. This represents a \$100 differential from the \$35,400 figure I mentioned in paragraph 50 of my Affidavit of February 7, 2014.

19. However, the work Order no 2013.002.0 filed by Mobilicity as Exhibit E (Tab E) is not the signed version of the final and binding work Order concluded between the parties, which in fact stipulated a price of CAD\$15,100 (and not CAD\$15,000). A copy of the correct, signed work Order is annexed as **Exhibit 'A'**. For the sake of completeness, signed copies of the other work Orders are also annexed as **Exhibits 'B-D'**.

Additional Services under Work Order no 2011.002.0

20. In order to counter its obligations under the MSA, it appears that Mobilicity has now taken the position that the various work Orders that have been undertaken pursuant to the MSA constitute separate and distinct agreements that have no relation to the MSA.

21. This interpretation is entirely incorrect and is completely incompatible not only with the terms of the MSA and of the various work Orders themselves, but also of the reality (“on the ground”) pursuant to which the parties had always agreed to be governed by the terms of the MSA for the purposes of any and all work Orders.

22. This is apparent from the language of the work Orders themselves (see for example the work Orders that were already filed in the materials provided by Amdocs and Mobilicity), which always begin by stating that any given work Order:

[...] shall be governed by the terms and conditions of the Managed Services Agreement dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc. (“**Mobility**”), Amdocs Canadian Managed Services Inc. and Amdocs Software Systems Ltd, as amended (the “**Agreement**”).

And that:

[...] any terms and conditions in this Order that modifies or change the terms and conditions of such Agreement shall apply to this order only. Capitalized terms are not defined here and shall have the meanings ascribed to them in the Agreement.

23. Moreover, the very notion of “Additional Services,” the mechanics pertaining thereto and the rights and obligations of the parties when such Additional Services arise are contemplated as part and parcel of the MSA itself (see for example Sections 2.4, 2.5, 2.6, 4.5.2, 5.1.2, 6.1, 7.9.2, 10.1, 10.2, 10.3, 10.4.1, 11.3.1, 12.1.4, 12.2.2, 14.14.2 of the MSA, all of which point to the fact that Additional Services form part of and are governed by the MSA.)

24. The same holds true for change requests, which are effected through work Orders and which notion also forms part and parcel of the MSA: see Sections 2.6.2 and 10.3 of the MSA.

25. 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 27th day of February, 2014

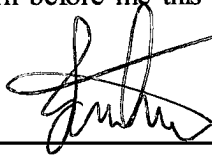
Commissioner for Taking Affidavits, etc.

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

Mark Sumner

TAB A

Exhibit "A" to the Affidavit of Mark Sumner,
sworn before me this 27th day of February, 2014.

A handwritten signature in black ink, appearing to read 'T. 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.**

ORDER NO. 2013.002.0

This Order No. 2013.002.0 for Additional Services dated March 22, 2013 (the "Order") shall be governed by the terms and conditions of the Managed Services 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"). 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 perform one-time design, development and testing services required to implement changes in support of the requirements of Mobilicity CR 275 Filter MTRoam messages for SMS as described hereunder.

The following functionalities will be introduced as part of this CR

1. Ability to identify MTRoam confirmation messages in SCP;
2. Ability to filter MTRoam confirmation messages in SCP, this stopping it to be forwarded to OLC.

2. Term of Order:

Per prior verbal and email agreement, the development work pursuant to this Order commenced on March 05, 2013. The requested services will be deployed on March 27, 2013. Post deployment, the changes will be maintained by the defect resolution process as specified in 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:

The Additional Services specified in this Order will be performed by key members of the Amdocs CBU and GSS organizations.

4. Location:

The Additional Services will be performed remotely at Amdocs facilities in Toronto, Champaign and Israel.

Price:

For the services provided under this Order, Amdocs will charge the agreed fixed price of fifteen thousand and one hundred Canadian dollars (\$15,100.00 CAD) (the "Fixed Price").

5. Payment:

The Fixed Price will be invoiced by Amdocs on or about April 15, 2013. All payments by Mobilicity will be in accordance with the Agreement.

6. Project Manager/Point of Contact:

The Amdocs project manager and point of contact is Debanjan Sen

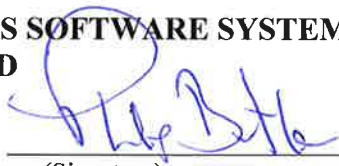
7. Additional Terms:

None

IN WITNESS WHEREOF, the Parties have caused this Order to be executed effective as of the date specified above, by duly authorized representatives:

AMDOCS SOFTWARE SYSTEMS LIMITED

By:


(Signature)

Name:

PHILIP JOHN BUTLER
(Typed or Printed)

Title:

ASSISTANT SECRETARY
(Typed or Printed)

Date:

2nd MAY 2013

AMDOCS CANADIAN MANAGED SERVICES INC.

By:


(Signature)

Name:

Michael Couture
(Typed or Printed)

Title:

SVP & CBE
(Typed or Printed)

Date:

APR 04 2013

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By:


(Signature)

Name:

Ryan Lausman
(Typed or Printed)

Title:

VP Systems
(Typed or Printed)

Date:

11-APR-13

By:

(Signature)

Name:

Stewart Lyons
(Typed or Printed)

Title:

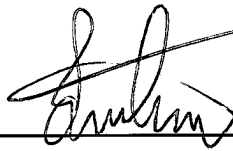
President and COO
(Typed or Printed)

Date:

Amdocs Software Systems Ltd
First Floor Block S
Eastpoint Business Park
Dublin 3
Ireland
Registered No: 297997

TAB B

Exhibit "B" to the Affidavit of Mark Sumner,
sworn before me this 27th day of February, 2014.

A handwritten signature in black 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.**

ORDER NO. 2013.001.0

This Order No. 2013.001.0 for Additional Services dated March 18, 2013 (the “Order”) shall be governed by the terms and conditions of the Managed Services 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, as amended (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 Mobicity’s request, Amdocs will perform one-time design, development and testing services required to implement changes in support of the requirements of Mobicity CR 274 Support Micro SIM load as described hereunder.

The following functionalities will be introduced as part of this CR:

- | |
|---|
| <ol style="list-style-type: none">1. Ability to support a new SKU for Micro SIM2. Enhance SIM load job to allow loading Micro SIM in inventory tables.3. Ability to view Micro SIM in ASAP. |
|---|

2. Term of Order:

Per prior verbal and email agreement, the development work pursuant to this Order commenced on March 05, 2013. The requested services will be deployed on March 30, 2013. Post deployment, the changes will be maintained by the defect resolution process as specified in 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:

The Additional Services specified in this Order will be performed by key members of the Amdocs CBU and GSS organizations.

4. Location:

The Additional Services will be performed remotely at Amdocs facilities in Toronto, Champaign and Israel

5. Price:

For the services provided under this Order, Amdocs will charge the agreed fixed price of seventeen thousand Canadian dollars (\$17,000.00 CAD) (the “Fixed Price”).

6. Payment:

The Fixed Price will be invoiced by Amdocs on or about April 01, 2013. All payments by Mobilicity will be in accordance with the Agreement.

7. Project Manager/Point of Contact:

The Amdocs project manager and point of contact is |Debanjan Sen|

8. Additional Terms:

None

IN WITNESS WHEREOF, the Parties have caused this Order to be executed effective as of the date specified above, 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:

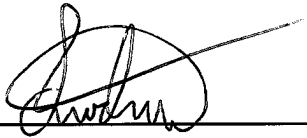
(Typed or Printed)

Date:

Amdocs Software Systems Ltd
First Floor Block S
Eastpoint Business Park
Dublin 3
Ireland
Registered No: 297997

TAB C

Exhibit "C" to the Affidavit of Mark Sumner,
sworn before me this 27th day of February, 2014.

A handwritten signature in black 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.**

ORDER NO. 2012.028.0

This Order No. 2012.028.0 for Additional Services dated January 1, 2013 (the "Order") shall be governed by the terms and conditions of the Managed Services Agreement dated October 15, 2009 by and between Data & Audio-Visual Enterprises Wireless Inc. ("Mobicility"), Amdocs Canadian Managed Services, Inc., and Amdocs Software Systems Limited (the "Agreement"), as amended. 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 Mobicility's request, Amdocs will perform one-time design, development and testing services required in support of the requirements of Mobicility CR 317 PwC Year End Audit described as follows;

The following functionalities will be introduced as part of this CR:

- For IT Audit performed by PwC, Amdocs is will provide the below items to Mobicility.

ITGC Domain	Documentation Request	System
Access Security	List of current users accounts for the Amdocs application including user ID, name, creation date, created by, valid to/from date, last logon date.	AMDOCS
Access Security	Evidence of the latest User Access Review executed by management for current fiscal year for Amdocs.	AMDOCS
Access Security	Screenshot of the password requirements (min. length, etc.) for AMDOCS	AMDOCS
Access Security	Screen shot of password parameters for Amdocs Database.	AMDOCS
Access Security	Names of Amdocs Database administrators	AMDOCS
Change Management	Documented Change Management Process and Procedure for making direct changes to Amdocs	AMDOCS
Change Management	List of All AMDOCS change requests for the current fiscal year.	AMDOCS
Change Management	List of People who are authorized to approve a change request for Amdocs	AMDOCS
Change Management	Evidence of separate development, test and production environments for Amdocs.	AMDOCS
Computer Operations	Description of the back up procedures for Amdocs	AMDOCS
Computer Operations	Procedure for making changes to batch jobs. List of all batch job changes for fiscal year for Amdocs.	AMDOCS
Computer Operations	Screenshots of backup schedule configuration for AMDOCS.	AMDOCS

2. Term of Order:

Per prior verbal and email agreement, the work pursuant to this Order will commence on January 1, 2013. The requested services will be completed on January 30, 2013. Post deployment, the changes will be maintained by the defect resolution process as specified in 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:

The Additional Services specified in this Order will be performed by key members of the Amdocs CBU and GSS organizations.

4. Location:

The Additional Services will be performed remotely at Amdocs facilities in Toronto, Champaign and India

5. Price:

For the services provided under this Order, Amdocs will charge the agreed fixed price of Three thousand and three hundred Canadian dollars (\$3,300.00 CAD) (the "Fixed Price")

6. Payment:

The Fixed Price will be invoiced in full on or about February 01, 2013. All payments by Mobilicity will be in accordance with the Agreement.

7. Project Manager/Point of Contact:

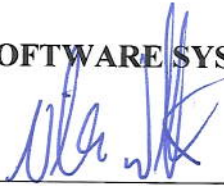
The Amdocs project manager and point of contact is Orna Rabinovitz

8. Additional Terms:

None

IN WITNESS WHEREOF, the Parties have caused this Order to be executed effective as of the date specified above, by duly authorized representatives:

**AMDOCS SOFTWARE SYSTEMS
LIMITED**

By: 
(Signature)

Name: DENISE WALKER
(Typed or Printed)

Title: DEPUTY GENERAL MANAGER
(Typed or Printed)

Date: 15 February 2013

**AMDOCS CANADIAN MANAGED
SERVICES INC.**

By: 
(Signature)

Name: Michael Couture
(Typed or Printed)

Title: Sr. VP & CBE
(Typed or Printed)

Date: DEC 11 2012

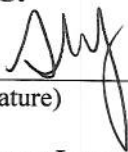
DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

By: 
(Signature)

Name: Ryan Lausman
(Typed or Printed)

Title: VP Systems
(Typed or Printed)

Date: JAN 23 2013

By: 
(Signature)

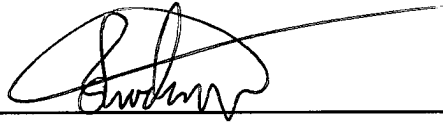
Name: Stewart Lyons
(Typed or Printed)

Title: Chief Operating Officer
(Typed or Printed)

Date: JAN 23 2013

TAB D

Exhibit "D" to the Affidavit of Mark Sumner,
sworn before me this 27th day of February, 2014.

A handwritten signature in black ink, appearing to read "T. 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**

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 BUTLER

(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

Amdocs Software Systems Ltd
First Floor Block S
Eastpoint Business Park
Dublin 3
Ireland
Registered No: 297997

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

**AFFIDAVIT OF MARK SUMNER
(Sworn February 27, 2014)**

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

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