Indicate by check mark whether the registrant files or will file annual reports
under cover of Form 20-F or Form 40-F:

FORM 20-F   X   FORM 40-F
            -----   -----

Indicate by check mark whether the registrant by furnishing the information
contained in this form is also thereby furnishing the information to the
Commission pursuant to rule 12g3-2(b) under the Securities Exchange Act of 1934:

YES   NO   X
            -----   -----

The Registrant is filing this Current Report on Form 6-K for the purpose of filing with the Securities and Exchange Commission (the "SEC") the Amended and Restated Customer Care and Billing Services Agreement, dated as of July 1, 2006, between Sprint/United Management Company and Amdocs Software Systems Limited, a wholly-owned subsidiary of the Registrant (the "Sprint Agreement"), and the Agreement Amending the Further Amended Restated Master Outsourcing Services Agreement and Master License and Services Agreement, dated as of October 5, 2006, between Bell Canada and Amdocs Canadian Managed Services Inc., a wholly-owned subsidiary of the Registrant (the "Bell Canada Agreement Amendment"). The Sprint Agreement is attached to this Form 6-K as Exhibit 99.1 and the Bell Canada Agreement Amendment is attached to this Form 6-K as Exhibit 99.2.

This Form 6-K shall be incorporated by reference into any Registration Statement filed by the Registrant which by its terms automatically incorporates the Registrant's filings and submissions with the SEC under Sections 13(a), 13(c) or 15(d) of the Securities Exchange Act of 1934.

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

                                   AMDOCS LIMITED

                                   /s/ Thomas G. O'Brien

                                   Thomas G. O'Brien
                                   Treasurer and Secretary
                                   Authorized U.S. Representative

Date: December 13, 2006

                                   3

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                          EXHIBIT INDEX


EXHIBIT NO.   DESCRIPTION
- -----------   -----------

   99.1+       Amended and Restated Customer Care and Billing Services Agreement,
               dated as of July 1, 2006, between Sprint/United Management
               Company and Amdocs Software Systems Limited.

   99.2+       Agreement Amending the Further Amended and Restated Master
               Outsourcing Services Agreement and Master License and Services
               Agreement, dated as of October 5, 2006, between Bell Canada and
               Amdocs Canadian Managed Services Inc.


+    Confidential treatment requested as to certain portions, which portions
     have been filed separately with the Securities and Exchange Commission.
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AMENDED AND RESTATED CUSTOMER
CARE AND BILLING SERVICES
AGREEMENT

BETWEEN

SPRINT/UNITED MANAGEMENT COMPANY
("SPRINT")

AND

AMDOCS SOFTWARE SYSTEMS LIMITED
("AMDOCS")

SPRINT/UNITED MANAGEMENT COMPANY
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                    LIST OF EXHIBITS AND SCHEDULES


   SCHEDULE                       TITLE
- -----------   ----------------------------------------------------

Schedule A    Customized Product Functionality, Implementation and
              Conversion Roles and Responsibilities
Schedule B    Roles and Responsibilities
Schedule C    Creditable Performance Specifications (CPSs)
Schedule D    Charges
Schedule E    Data Centers
Schedule F    Steering Committee
Schedule G    Key Personnel and Program Manager
Schedule H    Overall Timeline
Schedule I    Exit Fee Computation
Schedule I1   Exit Fee Computation for Additional Services
Schedule J    Diversity Policy
Schedule K    Legacy Additional Services
Schedule L    Envelope Parameters
Schedule M    Training Materials
Schedule N    Party Competitors
Schedule O    Sprint Third Party Materials
Schedule P    Countries
Schedule Q    Form of Additional Services
Schedule R    [**] Pass Through Services
Schedule S    Reserved
Schedule T    [**] Customization Hours Procedure
Schedule U    Services Matrix
Schedule V    Historical Data Requirements
Schedule W    Fast Track Procedure
Schedule Y    Privacy and Security Attachment




EXHIBITS
- --------

Exhibit A     Electronic Payment Platform
Exhibit B     Form of Statement by Sprint Regarding Termination


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AMENDED AND RESTATED CUSTOMER CARE AND BILLING SERVICES AGREEMENT

        THIS AMENDED AND RESTATED CUSTOMER CARE AND BILLING SERVICES AGREEMENT
("Agreement") is made as of the 1st day of July 2006 (the "Effective Date") by
and between SPRINT/UNITED MANAGEMENT COMPANY, a corporation organized under the
laws of the State of Delaware, having offices at 2001 Edmund Halley Drive,
Reston, VA 20191 (hereinafter referred to as "Sprint"); and AMDOCS SOFTWARE
SYSTEMS LIMITED, a company incorporated under the laws of Ireland having offices
at Earlsfort Center, Earlsfort Terrace 1 Dublin 2, Ireland (hereinafter referred
to as "Amdocs").

                                   RECITALS

        A. Sprint, with its Affiliates, operates a wireless mobile communications
network.

        B. Amdocs provides customer care and billing software and services for
operators of wireless mobile communications networks.

        C. Amdocs and Nextel Finance Company, an Affiliate of Sprint, entered into
that certain Customer Care and Billing Services Agreement dated January 1, 2000,
and as amended (the "Original Agreement"), pursuant to which Amdocs provides
customer care and billing system and related services for the wireless mobile
communications network historically operated by Nextel.

        D. Sprint has described its requirements for its customer care and billing
system and related services in its Request for Offer dated September 16, 2005
and all subsequent documents, releases, updates, etc. (collectively, the
"Requests").

        E. In response to such Requests, Amdocs delivered to Sprint various
documents and other communications including the Response dated September 30,
2005 and all subsequent responses, commercial terms, and the Letter of Agreement
(collectively, the "Responses"). The Responses provided a solution based on a
further customization of Amdocs' ENSEMBLE customer care and billing platform.
Sprint, having reviewed the Responses, selected Amdocs to provide customer care
and billing system software and services.

        F. Sprint and Amdocs wish to amend and restate the Original Agreement in
its entirety to reflect the terms and conditions pursuant to which Amdocs shall
provide such systems and services to Sprint and its Affiliates.

        G. For and in consideration of the mutual promises and covenants contained
herein, the Parties, intending to be legally bound, hereby contract and agree as
follows (capitalized terms herein not otherwise defined being used as defined in
Article 12):

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1   TRANSITION; ORIGINAL AGREEMENT

The Parties agree that: (i) the terms and conditions set forth in this
Agreement shall apply to the Services and other performance of the Parties
hereunder on or after the Effective Date and (ii) the terms and conditions of
the Original Agreement shall continue to apply with respect to any claim or
obligation related to the Services (as such term was defined in the Original
Agreement) and other performance of the Parties under the Original Agreement
prior to the Effective Date; provided however that the pricing set forth in
Schedule D (Charges) shall apply to all Services (as such term was defined in
the Original Agreement) within the scope of the Services of this Agreement,
retroactive to January 1, 2006. Amdocs hereby consents and agrees to the
assignment of the Original Agreement, in its entirety, to Sprint by Nextel
Finance Company and: (i) waives any claims and rights against Nextel Finance
Company and Nextel Communications, and otherwise releases from all obligations,
to execute and exchange a Guaranty of Parent (as such term was defined in the
Original Agreement); and (ii) waives any claims and rights against the Nextel
Finance Company with respect to the Original Agreement; provided however that
Sprint hereby assumes the obligations of, and responsibility for any claims
against, Nextel Finance Company under the Original Agreement. Sprint hereby
waives any claims and rights against Amdocs and Amdocs Limited, and otherwise
releases from all obligations, to execute and exchange a Guaranty of Parent (as
such term was defined in the Original Agreement).

2   AMDOCS SERVICES

2.1 Generally

Until the Final Acceptance of the Initial Release and the Additional
Releases required to achieve the Final Conversion Milestone and completion of
Sprint's migration to such Releases, Amdocs shall continue to perform the
Services (as such term is defined in the Original Agreement); provided however
that the pricing set forth in Schedule D (Charges) shall apply to all such
Services (as such term was defined in the Original Agreement). Amdocs agrees to
further customize the Customized Product and develop the Customized Product in
accordance with the Specifications, to implement an Initial Release for Sprint
and migrate Sprint's existing billing systems data to the Initial Release (which
will ultimately replace Sprint's existing billing systems). Amdocs further
agrees to operate the Customized Product for the benefit of Sprint following
conversion for the remainder of the Term and, during such operational period, to
continue to customize the Customized Product in Additional Releases, and
implement such Additional Releases in the Customized Product, to be further
specified by mutual agreement of Amdocs and Sprint. Amdocs agrees, at its own
expense, to procure, operate, and maintain the Software/Hardware Environments,
and to provide Documentation and other deliverables required herein, and
technical, professional, training and project management services and other
resources that are necessary or appropriate in order to accomplish the
foregoing, as provided for in this Agreement and in accordance therewith.

2.1.1 Implementation Services Orders

(a) Amdocs shall develop and implement the Customized Product and provide the Services in accordance with the overall project plan and timeline attached hereto as Schedule H (the "Overall Timeline"). Amdocs shall develop and implement the Initial Release and the Additional Releases of the Customized Product each in six (6) project Phases as described in this Section 2.1.1 (Implementation Services Orders) and the Services Orders referred to herein and in accordance with the Overall Timeline. Each of the Services Orders (each, an "Implementation Services Order") shall be written documents executed by both Parties and shall include a list of all deliverables for each Phase of the Release and the timeline for the required completion of the tasks included in the Implementation Services Order. The Phases are generally described as follows:

I. Define Phase - also known as Planning

II. Discover Phase - also known as Scoping

III. Design Phase - also known as Design

IV. Develop Phase - also known as Development

V. Deploy Phase - also known as Testing, Implementation, and Post-Production

VI. Demand Phase - also known as Operations and End of Life

(b) Each Implementation Services Order shall be, at a minimum, consistent with the requirements set forth in Schedule A (Customized Product Functionality, Implementation and Conversion Roles and Responsibilities).

(c) As set forth in more detail in the Implementation Services Orders, a required activity of each Phase for each Release shall be to complete and deliver to Sprint (i) the documents described in the definitions of each Phase set forth in Section 12.1 (Defined Terms) and any additional documents defined in the applicable Implementation Services Orders and (ii) a specification of means of measurement of all CPSs ("Performance Measurement Means"). If Amdocs is unable to deliver any of the foregoing (i) through (ii), in each case, in a form reasonably acceptable to Sprint (in accordance with the criteria set forth for non-software acceptance in Section 4.5.2 (Non Software Acceptance) hereof), and by the time specified in the applicable Overall Timeline, Sprint shall be permitted to require review of the matter in accordance with the dispute resolution process set forth in Section 4.6 (Dispute Resolution).

(d) Prior to commencement of any activities for the Additional Releases, but no later than the date specified therefor in the applicable Overall Timeline, Amdocs shall complete and deliver to Sprint (i) an Implementation Services Order for such Additional Releases in a form reasonably acceptable to Sprint (in accordance with the criteria set forth for

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non-software acceptance in Section 4.5.2 (Non Software Acceptance) hereof and including a detailed work plan of milestones and deliverables and in conformity with the requirements of this Agreement and (ii) an estimate for hours (based on a model agreed to by Sprint that supports completing all applicable requirements of this Agreement for that Release within the applicable hours estimate) and expenses for that Additional Release (if applicable). If Amdocs is unable to deliver an Implementation Services Order for any such Release reasonably acceptable to Sprint in accordance with the terms hereof, Sprint shall be permitted to require review of the matter in accordance with the dispute resolution process set forth in Section 4.6 (Dispute Resolution).

(e) The deliverables to be set forth in the relevant Implementation Services Orders shall include all Deliverables and documents applicable to each Phase and to all the Services. Further, on or before Final Acceptance of the Initial Release, Amdocs shall deliver to Sprint an updated disaster recovery architecture and Plan (the "Disaster Recovery Plan") providing, inter alia that (i) disaster recovery services are triggered only by a Disaster; (ii) as of the date of Final Acceptance of such Release, Amdocs will, [**], have purchased, and will set up and maintain during the Term, an alternate data center site and the hardware and software required for the provision of disaster recovery services; (iii) alternate routing of Sprint's WAN (Wide Area Network) to the alternate data center site shall be Sprint's responsibility; (iv) Amdocs shall be required to conduct a full test of the processes set forth in the Disaster Recovery Plan on an annual basis, and incremental testing in accordance with the Disaster Recovery Plan, and that Sprint shall be permitted to oversee, and audit the results of, any such testing; and (v) Amdocs shall be responsible for all costs associated with the Disaster Recovery Plan, including but not limited to, the testing, implementation and execution thereof; provided, however, that Sprint shall be responsible for all costs incurred by Sprint to perform any obligations contained in the Disaster Recovery Plan that are specifically described in such Disaster Recovery Plan as the obligations of Sprint. The Disaster Recovery Plan and all applicable documents provided to Sprint shall be subject to Sprint's approval which shall not be unreasonably withheld. Amdocs shall comply with the requirements of such documents and Disaster Recovery Plan. Amdocs shall provide Sprint written notice in the event that Amdocs believes that an event that constitutes a Disaster has occurred, but Sprint reserves final authority to determine whether to cutover to the alternate data center site in accordance with the terms of this Agreement. If a Disaster has occurred and Sprint does not so grant Amdocs authority to cutover to the alternate data center site, then any Amdocs failure to perform the Services in accordance with the terms of this Agreement directly resulting from not exercising the cutover to the alternate data center site shall be excused to such extent until the earlier of (i) successful cutover to the alternate data center site following subsequent authorization by Sprint to cutover to the alternate data center site or (ii) the conclusion of the Disaster; provided that Amdocs has complied with the procedural requirements set forth in Section 10.4 (Delay) with respect to Delay (i.e., written notice and cure period for Sprint) and Amdocs uses commercially reasonable efforts to mitigate the effects of the Disaster and reestablish full performance of the Services, notwithstanding any inability to cutover to the alternative data center site.

(f) The Parties hereby agree that Amdocs shall provide to Sprint all Customization, implementation, and conversion Services related to or necessary for the implementation of the CTA Functionality into the Customized Product, migration to the Releases

containing the CTA Functionality, and required to achieve the Final Conversion Milestone for the fees set forth in Schedule D and shall include, if mutually agreed by the Parties with respect to CTA Functionality described by clause (ii) of the definition of CTA Functionality, any additional fees set forth in subsequent Implementation Services Orders (the "[**]"). For avoidance of doubt, the Parties agree that, with respect to any Implementation Services Order including such Services, where the Parties are unable to agree whether or not to set forth additional amounts to be included in the [**], the matter shall be referred by the parties to dispute resolution in accordance with Section 4.6 (Dispute Resolution). As of the Effective Date, the Parties agree that Amdocs shall perform all such Services as part of the Initial Release and first three subsequent Additional Releases. Either Party may propose to the other Party that a portion of the CTA Functionality not be implemented during the Initial Release or first three subsequent Additional Releases, but instead be implemented in a future mutually agreed upon Additional Release (the "Delayed CTA Functionality"). If the Parties mutually agree in writing to the delay, then Amdocs shall perform all Customization, implementation, and conversion, Services related to or necessary for the implementation of the Delayed CTA Functionality into the Customized Product as part of such future mutually agreed upon Additional Release and migration to such Release [**]. In consideration of such [**], and the licenses being granted to Sprint by Amdocs pursuant to Sections 5.1.3 (License to Generic Product), 8.1 (Ownership of Customized Materials, License to Use Customized Materials) and 8.2 (Ownership of Standard Materials; License to use Standard Materials) hereof, Amdocs shall invoice Sprint the amounts described in, and in accordance with Schedule D (Charges) hereto. Amdocs shall be required to complete all Phases with respect to the Releases required to implement the CTA Functionality into the Customized Product and achieve the Final Conversion Milestone for an amount that does not exceed the [**]. Amdocs shall be permitted to charge Sprint in excess of the [**] to complete the Customization and implementation of the CTA Functionality into the Customized Product and conversion to achieve the Final Conversion Milestone in the event that there are delays caused by Sprint, as determined pursuant to Section 2.8(c) ([**] Analysis and Resolution) and in such cases, only in the amount mutually agreed to as the number of extra hours incurred by Amdocs, to the extent directly resulting from Sprint delays. For avoidance of doubt, the reclassification of CTA Functionality as Delayed CTA Functionality, and the results thereof, as described above shall not constitute a delay caused by Sprint. To the extent that Amdocs uses more than the [**] to complete the implementation of the CTA Functionality into the Customized Product and achieve the Final Conversion Milestone, Amdocs shall not be permitted to charge Sprint for hours exceeding the [**] except under the conditions set forth above and with the prior written approval of Sprint.

2.1.2 Additional Releases

The Parties will hold regular, detailed discussions regarding the scope and timetable of any releases of the Customized Product subsequent to the Initial Release (each an "Additional Release" and Initial Release and any Additional Releases, collectively, each a "Release" or the "Releases") to be developed in any certain calendar year. The Parties anticipate that there will be [**] such Additional Releases per year. Each such Additional Release shall include written agreement to each of the following: (i) an overall project plan and timeline, substantially similar to the Overall Timeline for the CTA Releases (each, a "Subsequent Project

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Plan"); (ii) any CPSs applicable to the Additional Release (including applicable changes, if any, to the existing CPSs due to such Additional Release); and (iii) any modifications or additions to the Roles and Responsibilities schedule hereunder applicable to the Additional Release. Amdocs shall perform the additional modifications of the then existing Release and implement such new Additional Release in six (6) project Phases as described above in Section 2.1.1(a) (Implementation Services Orders) and additional Implementation Services Orders referred to therein and in accordance with the applicable Subsequent Project Plan. The obligations of Amdocs with respect to each such Additional Release shall be deemed "Services" under this Agreement and the Additional Release shall be governed by all the terms and conditions of this Agreement, to the extent that such terms are not inconsistent with those agreed to by the Parties with respect to such Additional Release.

2.2 Maintenance Services

During the Term, Amdocs shall perform the maintenance services included in Schedule B (Roles and Responsibilities) (the "Maintenance Services") and in accordance with applicable service level requirements.

2.3 Committed Operation Services

During the Term, Amdocs shall perform the operation services set forth in Schedule B (Roles and Responsibilities) (the "Committed Operation Services") and in accordance with the applicable service level requirements.

2.4 Training Services

        Amdocs shall provide the Training Services set forth in Schedule B
(Roles and Responsibilities) and Schedule M (Training Materials). Amdocs shall
develop, prepare and implement training programs for Sprint's trainers (i.e.,
train the trainer) directed to the needs of the various classifications of
personnel within Sprint's organization as defined in Schedule M (Training
Materials). In connection with the CTA Releases, Amdocs agrees to conduct 4
training sessions and to train up to 20 persons per training session. The time
allocated for each session is defined in Schedule M (Training Materials). In the
event that Sprint requests Amdocs to conduct additional training sessions,
Amdocs agrees to conduct additional training sessions, charging Sprint at the
Amdocs Rate for such additional training sessions. Amdocs agrees to provide the
Training Environment in accordance with Schedule M (Training Materials). Amdocs
shall create and develop training materials and user documentation for such
programs in accordance with Schedule M (Training Materials). The final training
materials shall be delivered by Amdocs to Sprint [**] prior to the start of
train the trainer. Amdocs shall provide the train the trainer program materials
specified in Schedule M (Training Materials) in such quantity as is necessary
for performing the train the trainer program, as agreed by the Parties, in both
paper copy and fully editable electronic format (source files). Further, Amdocs
agrees to perform one validation session at Sprint's request prior to conducting
the actual training session to permit Sprint to observe and review the
qualifications of Amdocs' training instructors. Amdocs shall perform the
training services at locations in the United States designated by Sprint and
utilizing adequate numbers of qualified trainers. [**].

2.5 Upgrades and Enhancements

        From and after the Effective Date, Amdocs shall install and implement
upgrades for, and shall refresh, the assets used by Sprint, Sprint's Affiliates,
Amdocs, or Third Parties in connection with the provision of the Services.
Further, Amdocs agrees to provide (as a component of the Maintenance Services)
all upgrades and enhancements to the Customized Product required to ensure that
the bills and services provided by Amdocs to Sprint under the Agreement comply
with any and all regulatory requirements, including without limitation, those
requirements promulgated by the Federal Communications Commission and the US
Department of Justice. Amdocs shall provide to Sprint[**] the amount of [**]
Customization hours per year ("[**] Customization Hours"), allocable to the
performance by Amdocs of such upgrades and enhancements. Any Customization hours
above such [**] Customization Hours will be invoiced by Amdocs and paid by
Sprint based on the then in effect Amdocs Rate. In the event that in any
applicable calendar year, Sprint has not used up the [**] Customization Hours
for such year, Sprint may use, only in the next two (2) calendar years, the
unused amount of such [**] Customization Hours ("Rolled-over [**] Customization
Hours") provided that: (i) in any applicable calendar year Sprint shall first
use the [**] Customization Hours for such year before Sprint may use the
Rolled-over [**] Customization Hours; and (ii) in no event shall Sprint be
entitled to use more than [**] Customization Hours in any applicable calendar
year (i.e., the number of Rolled-over [**] Customization Hours originating from
a calendar year shall not exceed [**]). The procedures specified in Schedule T
to this Agreement shall govern Sprint's

use of the [**] Customization Hours. Amdocs shall schedule such upgrades and enhancements in advance and in such a way as to minimize any interruption or disruption of Services to Sprint. Each Party agrees to notify, and coordinate with, the other Party prior to acquiring, maintaining, upgrading, or refreshing any assets if such acquisition, maintenance, upgrade, or refreshment (an "Asset Upgrade") could reasonably be expected to result in additional costs to the other Party. In addition, Amdocs shall be required to obtain the written consent of Sprint prior to undertaking any Asset Upgrade, if such Asset Upgrade could be reasonably likely to result in any additional cost to Sprint hereunder or any diminution in the nature or level of any portion of the Services.

2.6 Legacy Additional Services

Existing Additional Services under the Original Agreement that are described in Schedule K (Legacy Additional Services) exist and shall continue to be provided by Amdocs to Sprint (the "Legacy Additional Services"). The Legacy Additional Services are to be provided either as included in the MSF described in Schedule D (Charges) or for the charges described in Schedule K (Legacy Additional Services), as further set forth in Schedule K (Legacy Additional Services) for the various Legacy Additional Services.

2.7 Additional Services; Fast Track Procedure

2.7.1 Additional Services

The Parties may agree from time to time, by an Additional Services Order, to add Additional Services to the scope of this Agreement. Additional Services Orders shall be substantially in the form of Schedule Q attached hereto and made a part hereof and the applicable provisions of the Agreement relating to the Additional Services (mainly, those relating to Schedules B, C, D, I, L and O) shall apply, respectively, to the corresponding Sections of the Additional Services Order.

The Additional Services Order shall also serve, if applicable, and as provided in such Additional Services Order, as an amendment to the Agreement. Amdocs shall provide the Additional Services as set forth in the Roles and Responsibilities Section of the Additional Services Order and technical, professional, training and project management services and other resources that are necessary or appropriate in order to accomplish the foregoing, as provided for in the Additional Services Order and in accordance therewith.

2.7.2 Fast Track Procedure

Sprint may order from Amdocs, by using the Fast Track Procedure attached hereto as Schedule W, development of Production CRs. Sprint and Amdocs shall execute, by the [**] of each year during the Term, an Additional Services Order for the development of Production CRs throughout the forthcoming calendar year (i.e., there is no need to execute specific Additional Services Order for each Production CR). Such Additional Services Order shall specify a maximum number of dollars (the "Budget") of Additional

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Services for the development of Production CRs throughout such forthcoming calendar year. (For the avoidance of doubt, the provisions of Section 7 of Schedule D to the Agreement shall apply with regard to such development). Sprint, with the assistance of Amdocs, shall continuously monitor the use of such Budget. In the event that either Party becomes of the opinion that the above annual Budget will not suffice, the Parties will confer to consider and, upon mutual agreement, execute an applicable amendment to the Additional Services Order in order to increase such annual Budget. For the avoidance of doubt, services performed by Amdocs under such Additional Services Order are "Services" hereunder and, to the extent relating to the Customized Product, are "Customization Services" hereunder.

    2.8 Creditable Performance Specifications

        (a) Commitment to CPSs

            Except as otherwise specified in this Agreement, Amdocs shall perform all Services at least in accordance with the CPSs. The CPSs for the Services to be performed under this Agreement are set forth in Schedule C (Creditable Performance Specifications (CPSs)). Any future applications developed by Amdocs pursuant to the terms hereof shall incorporate methods permitting measurement of CPSs.

        (b) CPS Measurement and Reporting

            Amdocs shall measure and report its performance results against, and otherwise comply with, the CPSs, and the Parties shall meet to discuss such results, in the manner set forth in Schedule C (Creditable Performance Specifications (CPSs)).

        (c) [**] and Resolution

            Within [**] calendar days of Amdocs' discovery of, or if earlier, Amdocs' receipt of a notice from Sprint in respect of (i) [**] or (ii) [**] in accordance with this Agreement, including any instances, in which Amdocs' performance with respect to any CPS is rated as [**] pursuant to the methodology set forth in Schedule C (Creditable Performance Specifications (CPSs)), Amdocs shall: (A) [**] to identify the [**]; (B) promptly commence and diligently pursue the [**] (regardless of whether or not [**]); and (C) as soon as practicable, provide Sprint with a [**]. The [**] shall be performed [**], and, if Sprint determines in its reasonable discretion that [**] is [**] percent ([**]%) or more responsible for [**], Sprint shall be entitled to (i) [**], (ii) the [**]). In the event that [**] determines in its reasonable discretion that [**] is equal to or greater than [**] percent ([**]%) but less than [**] percent ([**]%), [**], the determination of the Parties' [**], and of the application of [**]. In the event [**] determines in its reasonable discretion that [**] is [**] percent ([**]%) [**], Amdocs shall neither have [**], nor [**]. In the event that [**] with any [**] regarding

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[**] of [**] pursuant to this clause (c), [**] in accordance with Section 4.6
(Dispute Resolution) hereof.

(d) Envelope Parameters

Sprint shall (to the extent it is reasonably able to)
provide Amdocs with advance notice of, and the Parties shall discuss,
significant increases or decreases in Sprint's Services requirements, and any
anticipated deviation from the parameters specified in Schedule L (Envelope
Parameters). Deviations from the parameters specified in Schedule L (Envelope
Parameters) shall result in modifications to the CPS, and/or the imposition of
additional fees payable by Sprint to Amdocs hereunder, as the case may be,
during the term of the deviation, in accordance with Schedule L (Envelope
Parameters) hereto.

2.9 Location of Service Providers

Amdocs shall perform the Committed Operations Services at the Data
Centers and shall locate the primary Data Center within the United States.
Performance of the Committed Operations Services at the Data Center outside the
United States shall be subject to the restrictions set forth in this Agreement,
including Section 7.8 (Services from [**]). Subject to the other terms and
conditions of this Agreement, Amdocs shall be permitted to amend Schedule E
(Data Centers) to include additional locations ("Additional Data Centers");
provided however, that any such Additional Data Center shall be subject to the
reasonable approval of Sprint. In exercising its discretion to approve an
Additional Data Center, the Parties agree and acknowledge that it is Sprint's
reasonable preference that the Services generally be performed in the United
States. In addition, Amdocs acknowledges and agrees that support activities and
Maintenance Services often require communication made extremely difficult if
Amdocs personnel performing such Services are located outside the United States.
In the event that Amdocs elects to perform certain of the Services outside the
United States (including those cases where Sprint has approved an Additional
Data Center located outside the United States), (i) no CPSs will be adjusted due
to such Services being performed outside of the United States, (ii) such
Services shall be performed in accordance with the restrictions set forth in
this Agreement, including Section 7.8 (Services from [**]), and (iii) Amdocs
shall ensure that (A) the Services shall be performed either less expensively or
more efficiently outside the United States and (B) Sprint shall suffer no
adverse consequence from the Services being performed outside the United States.

2.10 Non-Exclusivity

[**] during the Term; provided that Sprint shall remain responsible
for all of the obligations and commitments specifically applicable to it
hereunder (including any Minimum Subscriber Commitment).

2.11 Sprint Parties

(a) The Parties agree that [**] (i) [**] wireless telecommunications services [**] and (ii) in [**] such telecommunications services, [**] contained in the Agreement, [**] in accordance with the terms hereof. In the event that the benefits of this Agreement [**] hereunder [**] to provide [**] requested for [**].

(b) Amdocs agrees that, at Sprint's request, [**]. In such event, the terms and conditions of [**]. In addition, the Parties agree that [**] shall be taken into account [**], in determining whether [**].

3   RESPONSIBILITIES OF SPRINT

    3.1 Generally

Sprint agrees to perform the tasks specifically identified as Sprint tasks on Schedule B (Roles and Responsibilities). Sprint may use Subcontractors or an outsourcing service provider to perform any service required to be performed by it hereunder; provided, however, that Sprint agrees not to use any such Subcontractor to perform any tasks designated as Sprint tasks in Schedule B (Roles and Responsibilities) that are related to development of the Customized Product, if such Subcontractor is an Amdocs Competitor; provided further, however, that the restriction contained in the preceding clause shall not prohibit Sprint from using the services of any Subcontractor that is an Amdocs Competitor, provided such Amdocs Competitor (i) signs a confidentiality agreement with Amdocs that contains confidentiality provisions substantially similar to those set forth in Section 7 (Confidential Information and Security) and (ii) is not permitted access to source code or Documentation for the Customized Product; provided further, however, that any Amdocs Competitor shall be permitted to design or construct technology that interfaces with the Customized Product, provided that such Subcontractor satisfies the requirement set forth in the preceding clause (i).

    3.2 Overhead; Supplies

In the case of, or to the extent that any of the Services are to be performed by Amdocs at Sprint's premises, Sprint will provide to Amdocs, to the extent reasonably available from Sprint's existing resources at the time it is determined such Services are to be performed by Amdocs at Sprint's premises, [**] such space, office furnishings, janitorial service, telephone service (for calls within the United States), utilities (including air conditioning), office-related equipment (excluding computers), supplies, duplicating services, and premises security services in Sprint's facilities as Amdocs reasonably requires in connection with the performance of the Services, consistent with those that Sprint provides for its own personnel. At all Sprint facilities, Sprint will provide Amdocs reasonable access to and use of Sprint's voice and data telecommunications equipment and telecommunications lines (for use with communications within the United States), including printers, terminals, and cabling. In

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addition, Sprint shall provide Amdocs with a data line connected to those Amdocs' Data Centers, and to a development center designated by Amdocs; provided that such Data Centers and development center are located in the United States. Sprint will give Amdocs access to such facilities [**]; provided that: (i) Amdocs complies with Sprint's security requirements and (ii) Amdocs schedules such access so as to minimize any impact on the running of Sprint's business. Sprint will be responsible for [**] at Sprint's facilities that the Parties agree are required for Amdocs to provide the Services. For avoidance of doubt, in no event shall this provision [**] to obtain new or additional, or retain existing, office space for the purpose of being able to provide Amdocs Sprint premises from which to perform Services but rather Sprint shall re-allocate existing available premises for such purpose.

4   RELATIONSHIP MANAGEMENT

    4.1 Steering Committee

         The Parties shall establish and maintain a Steering Committee, which shall be composed of an equal number of Amdocs' representatives and Sprint's representatives. The initial representatives and their positions with Sprint and Amdocs, respectively, are set forth in Schedule F (Steering Committee). The members appointed by either Party may be replaced at the discretion of such Party. The general responsibilities of the Steering Committee shall be: (i) to monitor the performance of the Services; (ii) to analyze and attempt to resolve matters referred by the Program Managers; and (iii) to consider and approve or reject amendments to this Agreement. The Steering Committee shall meet as frequently as requested by either Sprint or Amdocs, not to exceed once every [**] days, with at a minimum, [**] business days' prior written notice, to discuss the status of the Services and significant events that have occurred since the previous meeting. Among other topics, the Steering Committee shall discuss (a) a joint road map that will advance Sprint's strategic business goals, and (b) the use of Amdocs' next generation products and services to support such road map.

    4.2 Key Personnel and Program Manager

        4.2.1 Amdocs' Key Personnel and Program Manager

             Each of Amdocs' Key Personnel shall have the functions assigned to him or her as set forth in Schedule G (Key Personnel and Program Manager). Amdocs shall use all reasonable efforts to retain its Critical Personnel and Key Personnel who participate in the provision of the Services hereunder until achievement of the Final Conversion Milestone. Amdocs shall not reassign any of Amdocs' Critical Personnel or Amdocs' Key Personnel during the Term, except in the event of termination of employ of an individual either by Amdocs or by the employee, without Sprint's prior written consent to an appropriate transition plan and at least [**] calendar days in advance (such consent not to be unreasonably withheld), to other functions if doing so would require the alteration or reduction of such Critical Personnel's or Key Personnel's contribution to, or involvement with, Amdocs' obligations under this Agreement. Upon achievement of the Final Conversion Milestone, the Parties shall review Schedule G (Key Personnel and Program Manager) hereto and mutually agree to any additions and deletions

thereto, including additions and deletions of Critical Personnel, and the restrictions contained in the preceding sentence shall apply to such revised Schedule G (Key Personnel and Program Manager), including such revised list of Critical Personnel, during the period beginning upon the date of achievement of the Final Conversion Milestone and continuing through the remainder of the Term. Amdocs shall always coordinate with Sprint any reassignment resulting in alteration or reduction of time expended by personnel in performance of Amdocs' duties under this Agreement. If any one of Amdocs' Critical Personnel or Amdocs' Key Personnel is reassigned and therefore becomes unable to perform the functions or responsibilities assigned to him or her, or is no longer employed by Amdocs, Amdocs shall promptly replace such person with another person at least as well qualified who shall promptly become knowledgeable regarding the Services. Sprint shall not be assessed any charges for any Services performed by, or otherwise with respect to, such person replacing Critical Personnel or Key Personnel (or any replacement made pursuant to Section 4.2.6 (Individual Performance)) during his or her [**] as the replacement person. For the avoidance of doubt, Amdocs may promote any of its Critical Personnel or Key Personnel, provided that any such promotion does not result in Amdocs violating the above restriction on reassigning its Critical Personnel or Key Personnel. Amdocs represents that Amdocs' Program Manager is an experienced manager who is, or will undertake reasonable efforts to become, knowledgeable as to Sprint's business activities. Sprint shall have the right to interview Amdocs Program Manager and any replacement thereof, and Amdocs shall not designate its Program Manager without Sprint's prior written consent, which shall not be unreasonably withheld. Amdocs' Program Manager shall act as the primary liaison between Amdocs and the Sprint Program Manager, shall have overall responsibility for directing all of Amdocs' activities hereunder, and shall be vested with all necessary authority to fulfill that responsibility, excluding approval of any amendment to this Agreement, which may not be made without the express written consent of Amdocs' Steering Committee members. In addition to the above, Amdocs and Sprint shall review on at least an annual basis the list of Amdocs' Key Personnel and mutually agree to any additions and deletions thereto, including additions and deletions of Critical Personnel.

4.2.2 Sprint's Key Personnel and Program Manager

Each of Sprint's Key Personnel shall have the functions assigned to him or her as set forth in Schedule G (Key Personnel and Program Manager) during the Term until achievement of the Final Conversion Milestone. Upon achievement of the Final Conversion Milestone, the Parties shall review Schedule G (Key Personnel and Program Manager) hereto and mutually agree to any additions and deletions thereto with respect to Sprint's Key Personnel, which shall apply to such revised Schedule G (Key Personnel and Program Manager) during the period beginning upon the date of achievement of the Final Conversion Milestone and continuing through the remainder of the Term. If any one of Sprint's Key Personnel is unable to perform the functions or responsibilities assigned to him or her in connection with this Agreement, or if he or she is no longer employed by Sprint, Sprint shall promptly replace such person or reassign the functions or responsibilities to another person. Sprint's Program Manager shall act as the primary liaison between Sprint and Amdocs' Program Manager and shall have overall responsibility for directing all of Sprint's activities hereunder and shall be vested with all necessary authority to fulfill that responsibility, excluding approval of any amendment to this

Agreement, which may not be made without the express written consent of all of Sprint's Steering Committee members. In addition to the above, Amdocs and Sprint shall review on at least an annual basis the list of Sprint's Key Personnel and mutually agree to any additions and deletions thereto.

4.2.3 Additional Personnel

In addition to Amdocs' Key Personnel, Amdocs shall make available such additional Amdocs Personnel as are necessary to properly perform the Services.

4.2.4 Non-Solicitation of Employees

During the Term and for [**] months thereafter, neither Party shall, 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 the 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, or contractors or any other Person.

4.2.5 Responsibility of Personnel

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

4.2.6 Individual Performance

Notwithstanding Section 4.2.1 (Amdocs' Key Personnel and Program Manager), if Sprint believes that the performance or conduct of any person or Subcontractor employed or retained by Amdocs to perform the Services is, for any reason, unsatisfactory to Sprint or is not in compliance with the provisions of this Agreement, Sprint may so notify Amdocs and upon any such notice Amdocs shall promptly remedy the performance or conduct of such person, or, at Sprint's reasonable request, replace such person with another person reasonably acceptable to Sprint.

4.3 Dedicated Hardware

In the event that Amdocs shall provide services to any Third Party using hardware with which Amdocs provides Services to Sprint hereunder, such use with such Third Party shall be subject to all relevant confidentiality and security related provisions of this Agreement.

4.4 Program Management Office; Reporting Requirements

        The roles and responsibilities of the Parties with regard to the
program management office procedures and reporting requirements shall be
described in an Additional Services Order to be agreed upon and executed by the
Parties (the "PMO Services Order").

    4.5 Acceptance Testing

        4.5.1 Software Component Testing

            (a) Amdocs shall design, develop and execute the Unit Testing,
Sub System Testing, Amdocs Integration Testing, System Testing, Conversion
Testing, of the Customized Product, all components thereof and any other
software to be provided hereunder in connection with each Release. The Parties
shall conduct the Testing Activities (as defined below) in accordance with the
process set forth below in order to verify compliance of the Customized Product
with the applicable Impact Assessment Document and Amdocs shall provide such
assistance and cooperation to Sprint as is reasonably requested by Sprint in
connection with Interconnectivity Testing, Performance Testing, and Acceptance
Testing in accordance with this Agreement, including Schedule B (Roles and
Responsibilities) (collectively, the "Amdocs Testing Activities"). With the
reasonable assistance of Amdocs, Sprint shall conduct Interconnectivity Testing,
Performance Testing, Conversion Testing and Acceptance Testing and assist Amdocs
with System Testing of the Customized Product (collectively, the "Sprint Testing
Activities," and collectively with the Amdocs Testing Activities, the "Testing
Activities"). Amdocs must meet the System Test exit criteria prior to Acceptance
Test or as agreed between the two parties. The Parties will commence good faith
discussions to set a System Test exit criteria as well as the decisive factors
that needs to be met by the Parties prior to the System Test exit date. The
System Test exit criteria, inclusive of any applicable CPSs (as will be defined
in Schedule C) will be agreed to no later than [**] days prior to the start of
System Testing of the initial post-conversion Release, and will be implemented
after the Final Conversion Milestone. For Amdocs' System Testing activities,
Sprint shall provide Amdocs, at least [**] days prior to the commencement of the
Acceptance Testing referred to herein below, with all of the test cases to be
used by Sprint for the Sprint Testing Activities. For all Testing Activities,
Amdocs will provide Sprint, upon prior request, with access to any test case
databases, test cases executed, test data used, defect logs, test entrance and
exit criteria, and data from Amdocs' data extraction tool, and any relevant test
result documentation. Sprint will also provide access to its defect management
tool to all relevant Amdocs personnel for the purposes of fixing defects opened
by Sprint. In addition, Sprint will provide Amdocs access to a mini RTB
environment (i.e., access to EAI/EI, ASI, ePort, NMS, NPS, ServicePro, SMG, SPM,
BCGI or any future system interfacing with the Customized Product) for Amdocs to
conduct end to end testing as part of the System Test.

            (b) Sprint reserves the right to observe and verify Amdocs'
performance of and results from all Amdocs' Testing Activities, including review
of test cases (except for Unit Testing and Sub System Testing), test execution
and test results of the software

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components contained or to be contained in the Customized Product, including Customizations pursuant to the applicable Impact Assessment Document ("Software Components"). Upon Amdocs' notification to Sprint that Amdocs has completed Unit Testing, System Testing, and Conversion Testing of all of the Software Components and such Software Components have been verified in writing by Sprint to be free of known P1 defects and any other agreed to System Test exit criteria , or Sprint and Amdocs mutually agree in writing to proceed with Acceptance Testing notwithstanding the existence of known defects, Sprint shall promptly begin the Acceptance Testing of such Software Components in environments using actual converted data, if applicable, and test generated data, and using business scenarios to be developed by the Parties during the applicable Detailed Program Design Phase, to determine whether each Software Component performs as warranted in Section 11 (Warranty). Sprint shall be permitted to add any additional business scenarios after the end of the applicable Detailed Program Design Phase to account for any changes in functionality or negative test conditions. No later than [**] calendar days prior to System Testing, Amdocs shall provide to Sprint a draft of the detailed test scripts used in System Testing consisting of the detailed run books, test calendars, and any other test case material that is used as a part of System Testing. Amdocs will deliver a final version of the System Tests cases upon Amdocs' beginning of the System Tests. Further, for each major release Amdocs shall provide [**] of training on the Customized Product for Sprint personnel conducting Acceptance Testing. During each cycle of Acceptance Testing, if Sprint determines that a Software Component, or the Customized Product as a whole, has a material defect or is not performing according to the Specifications, or does not perform as warranted in Section 11.3(k) (Warranty), Sprint shall report the discrepancies to Amdocs. During the Acceptance Testing, Amdocs must correct the deficiencies in the time frames specified for the corresponding priority correction in Section 2.1 of Appendix II (Mean Time to Repair) in Schedule C (Creditable Performance Specifications (CPSs)). Sprint may re-run cycles of Acceptance Testing until such a time that Sprint is satisfied with the quality of the Software Component. Sprint's undertaking of Acceptance Testing does not imply acknowledgement of defect-free software, nor does it limit Sprint's ability or right to later discover and report product defects. Upon Sprint's verification that the Software Components are free of known defects or Sprint's determination to proceed with known defects, Sprint shall notify Amdocs in writing that "Initial Acceptance" of such Software Component (or the Customized Product, as the case may be), has occurred. Sprint's determination to proceed with known defects shall not limit Amdocs' obligation to timely correct such defects.

(c) Upon successful completion of the Acceptance Testing (during which all errors or defects, if any which have been detected in the Customized Product are cured by Amdocs), and upon a subsequent "go live" decision by Sprint, Sprint shall begin to use the Customized Product, in a production environment. Sprint shall be deemed to have issued its "Final Acceptance" of the applicable Release upon Amdocs' correction of any material errors detected and identified to Amdocs and associated with the Release (i) prior to the "go live" date; and (ii) during the period commencing on the "go live" date and ending on the later of: (x) [**] subsequent to such "go live" date and (y) [**] after the completion of the first billing cycle using the applicable Release. For purposes of clause (ii) of this Section 4.5.1(c), material errors are Priority 1 and Priority 2 Issues as defined in Schedule C (Creditable Performance Specifications (CPSs)) and associated with the Release. Subsequent to "Final Acceptance," Amdocs shall be

required to correct any errors in the applicable Release in accordance with this Agreement, including the Schedules hereto.

(d) Notwithstanding the above, the Parties agree that Production CRs, due to their nature as defined in Section 12.1 (Defined Terms) below, shall be tested by Amdocs and the provisions of this Section 4.5.1 shall not apply to Production CRs. However, the Parties agree that Sprint shall have the right, in its sole discretion (i) to require specific testing on a case by case basis provided such testing is coordinated in advance with Amdocs and has no effect on the applicable Production CRs development timetable or agreed to cost (unless any delay in such timetable is agreed to in writing by Sprint and shall not be considered a delay by Amdocs) and (ii) Sprint shall have the right, upon coordination in advance with Amdocs to observe, and/or participate in, any such testing. Amdocs shall deliver to Sprint the results of any testing conducted pursuant to this paragraph.

4.5.2 Non Software Acceptance

Each material deliverable required to be provided for Sprint pursuant to a Services Order hereunder that is not a Software Component shall also be subject to acceptance by Sprint as provided below. The Parties shall establish specific approval criteria with respect to each material non-software deliverable hereunder, and shall include such approval criteria within the applicable Services Order. Sprint shall review each such deliverable under any such specifically established approval criteria and within the time established for that deliverable pursuant to the applicable Services Order (or, if none is so established then within a reasonable time). Upon completion of the reviews, Sprint shall notify Amdocs in writing of Sprint's approval (an "Approving Notice") or non-approval (a "Non-Approving Notice") of the deliverable. Non-Approval may be determined only due to a failure to meet the deliverable specific approval criteria therefor, or, in the absence of such deliverable specific approval criteria, a material defect. In the event that Sprint does not send to Amdocs an Approving Notice or a Non-Approving Notice within [**] days of delivery, the deliverable shall be deemed accepted. If the deliverable is not approved, Sprint shall include in the Non-Approving Notice a statement of the material defect or the deliverable specific approval criteria that were not met. Amdocs agrees that it will correct any identified material defects or failures of a non-approved deliverable to meet the deliverable specific approval criteria promptly, and in any event, within any time frame established in the applicable Services Order [**]. Upon delivery of the revised deliverable, the review process described above shall recommence with respect to all aspects of such deliverable that were to have been corrected and any other aspects that may have been affected as a result of such corrections.

4.5.3 Effect of Reviews

Notwithstanding any opportunity for Sprint to inspect any intermediate deliverables, no testing pursuant to Section 4.5 (Acceptance Testing) or Approving Notice shall constitute a waiver of or otherwise relieve Amdocs from its obligations hereunder, including, without limitation pursuant to the warranties of Section 11 (Warranty) hereof and no Approving Notice with respect to an intermediate deliverable shall obligate Sprint with respect to, or constitute, approval or acceptance of the Customized Product. For the avoidance of doubt, the

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provisions of this Subsection 4.5.3 (Effect of Reviews) shall not affect the acceptance of the Customized Product in accordance with the provisions of Section 4.5.1 (Software Component Testing). No quality assurance, acceptance test, or other similar procedure, other than the procedure set forth in Sections 4.5.1 (Software Component Testing) and 4.5.2 (Non-Software Acceptance) above, will be deemed to obligate Sprint with respect to, or necessarily to constitute, legal "acceptance" of any deliverable provided by Amdocs under this Agreement and no such procedure will be deemed to waive any right or remedy under this Agreement.

4.6 Dispute Resolution

4.6.1 Problems

In the event of any dispute under or in relation to this Agreement (including but not limited to a dispute regarding the subject matter of Section 4.5 (Acceptance Testing), any Services Order, or any damages claimed by one Party from the other Party, the Program Managers shall discuss and make an effort to resolve such dispute at or prior to the next Steering Committee meeting, and for at least [**] business days. If the Program Managers shall have executed a written resolution of the dispute, each Party shall begin performance in accordance with such resolution, provided that no agreement of the Program Managers may amend or modify the terms of this Agreement without the concurrence of the Steering Committee. In the event the Program Managers have been unable to resolve the dispute, the dispute shall be referred to the Steering Committee for its resolution at the first occurring meeting thereof following the elapse of the above-mentioned [**] business days, or such longer period as agreed to in writing by the Parties; provided that, at any time, a Party may call a meeting of the Steering Committee in order to refer a dispute to the Steering Committee for resolution.

4.6.2 Unresolved Disputes

If any dispute arises between the Parties, and the disputed matter has not been resolved by the Program Managers within [**] business days after such dispute has come to their attention (or a longer, reasonable period, if so agreed between the Program Managers), and the disputed matter has not been resolved by the Steering Committee at the first occurring meeting thereof following the elapse of the above-mentioned [**] business days, or such longer period as agreed to in writing by the Parties, or, if otherwise, at the meeting thereof called to consider the dispute, and without regard to whether either Party has contested whether these procedures, including the duty of good faith, have been followed, each Party shall have the right to refer the unresolved dispute (and, in connection with such referral, such Party shall provide a summary of the dispute and each Party's position) to the Presidents of Sprint and Amdocs, who will then attempt in good faith to resolve the dispute. In the exceptional event that the Presidents of the Parties or their respective designees cannot resolve the dispute within a time frame agreed to by the Presidents (or, if not agreed, within a period of [**] calendar days), the dispute shall be resolved as provided for in Section 13.6 (Governing Law And Jurisdiction).

4.6.3 No Termination or Suspension of Services

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Notwithstanding anything to the contrary contained herein, and even if any dispute arises between the Parties and regardless of whether or not it requires at any time the use of the dispute resolution procedures described above, in no event nor for any reason shall Amdocs interrupt the provision of Services to Sprint, disable the Customized Product, or any portion thereof or any other deliverable hereunder, or perform any other action that prevents, slows down, or reduces in any way the provision of the Services or Sprint's ability to conduct its business (with any such interruption, disablement, or other action, being referred to herein as a "Suspension"), unless: (i) authority to do so is granted by Sprint in writing or conferred by the Arbitrator or by a court of competent jurisdiction; (ii) Sprint has failed to pay Amdocs in accordance with the provisions of this Agreement at least [**] percent ([**]%) of Amdocs' charges relating to a period of [**] days or more hereunder; provided that (x) such charges are at least [**] days past due; (y) Amdocs has advised Sprint's Program Manager in writing of Sprint's failure to make timely payment of such amounts and that Amdocs reserves the right to terminate or suspend the Services in accordance with the Agreement if such amounts are not fully paid within [**] days of Amdocs' above written notice, and (z) Sprint has not paid such amounts in full by the later of the [**] day period specified in (x) above or the [**] day period specified in (y) above; or (iii) this Agreement has been terminated pursuant to Section 6 (Term and Termination), and Amdocs has performed all of its obligations under Section 6.5 (Transfer Assistance (Disentanglement)). The Parties further agree that notwithstanding clause (ii) of this Section 4.6.3 (No Termination or Suspension of Services), Amdocs shall not be entitled to undertake a Suspension in the event that Sprint has failed to pay Amdocs, in accordance with this Agreement, any portion (i.e., [**] percent ([**]%)) of Amdocs' charges relating to such period of [**] days or more, if with respect to any amount greater than [**] percent ([**]%) of Amdocs' charges relating to such period of [**] days or more, Sprint's Chief Information Officer or Chief Operations Officer shall have determined reasonably and in good faith that such amount is a "disputed amount" in accordance with the provisions of Section 5.3.10(d) (Payments) hereof.

4.6.4 Injunctive Relief

Neither Party shall be obligated to follow the procedures set forth in Section 6.5 (Transfer Assistance (Disentanglement)), Section 4.6.1 (Problems) and Section 4.6.2 (Unresolved Disputes), and each Party shall be entitled to seek relief in a court of competent jurisdiction, in order to seek injunctive relief for violations of this Agreement, provided that the Party seeking relief shall provide the other Party [**] business day's notice prior to seeking such relief, which notice shall include a description of why it is seeking such relief and during which [**] day notice the Party seeking such relief shall attempt in good faith to discuss the issue with the Program Manager or a Steering Committee member of the other Party.

4.7 Sprint's Policies

Amdocs shall ensure that it, its employees, agents, and Subcontractors comply with the following applicable internal Sprint policies and, prospectively after notice, such additional policies as may be provided by Sprint to Amdocs in writing from time to time, and Amdocs shall cooperate with Sprint to facilitate Sprint's compliance with such policies, provided that nothing in these policies contradicts any United States law, rule or regulation:

(a) Security

At all times during the Term, Amdocs shall provide all Services in a manner in accordance with Sprint's security requirements and procedures, which include prevention and detection of fraud, abuse, or other inappropriate use or access of systems and networks by all appropriate means including network management and maintenance applications and tools, as well as the provisions set forth in Section 7.7 (Security), and in accordance with Amdocs' security procedures. In addition, all Amdocs personnel (including personnel of any Subcontractors) shall be subject to and shall at all times conform to Sprint's security rules and requirements as they have been disclosed to Amdocs in writing. At all times during the Term, Amdocs shall ensure that it, its employees, agents and Subcontractors: (i) comply with, and take no action that results in Sprint being in violation of, any U.S. Federal, state or local, or any foreign, law, regulation or rule, including those regarding security or exportation; and (ii) obtain any and all security clearances, insofar as it is required by any applicable law, regulation, administrative order or other applicable authority, that Sprint determines are required in connection with the performance of any of the Services. Specifically, in accordance with the Department of Justice (DOJ) Information Technology (IT) security policies set forth in DOJ Order 2640.2D dated July 12, 2001, insofar as such are applicable to either Sprint or Amdocs, Amdocs will ensure that no foreign nationals perform any Services under this Agreement or a related Additional Services Order that involves direct or indirect access to, or development, operation, management or maintenance of DOJ IT systems. DOJ IT systems include, without limitation, information technology systems, hardware, software and media that store, process or transmit classified and unclassified information as well as operating systems of Federal Agencies that interface with the DOJ IT systems. A foreign national is anyone who is not a U.S. citizen and includes lawful permanent resident aliens. Sprint will timely notify Amdocs in writing of Amdocs' obligations and the Additional Services Order to which the law applies.

(b) Computer Information and Access

Prior to performing any services pursuant to this Agreement, Amdocs' personnel who will access Sprint computer data and software, including the Sprint Data, shall execute Sprint's standard forms, to the extent they exist, concerning access protection and data/software security. At all times during the Term, Amdocs shall ensure that it, its employees, agents and Subcontractors, comply with all Sprint policies and procedures regarding data access and security, including those prohibiting or restricting remote access to Sprint's systems and data; provided however, that Sprint acknowledges that Amdocs shall require remote access to perform certain of the Services hereunder. Sprint shall provide copies of any such policies to, and discuss any such policies with, Amdocs. Amdocs shall issue to Amdocs' personnel access mechanisms including, but not limited to, access IDs, passwords, and access cards that are to be used only by such personnel to whom they are issued. Amdocs shall provide to such personnel only such level of access as is required to perform the tasks and functions for which such personnel are responsible. Amdocs shall from time to time provide Sprint with an updated list of those Amdocs personnel having the highest level of access to Sprint's systems, software and data. The Sprint Data shall be used by Amdocs personnel only in connection with

Amdocs' obligations hereunder, and shall not be commercially exploited by Amdocs with Third Parties. Failure of Amdocs to comply with these rules may result in Sprint restricting offending personnel from access to Sprint computer systems. Amdocs shall maintain and ensure the confidentiality and security of the Sprint Data. To the extent applicable, the provisions of this paragraph (b) shall apply, mutatis mutandis, with regard to Sprint's employees, agents and Subcontractors, if any, who will have access to Amdocs' computers, data and software.

(c) Ethical Business Practices

Amdocs and Sprint and any Subcontractors used by them in the performance of Services hereunder shall fulfill their obligations hereunder in an ethical manner, and shall comply with all applicable laws and regulations and Amdocs shall comply with any code of ethics maintained by Sprint as of the date hereof, or implemented subsequent to the date hereof, as such may be amended from time to time. Sprint shall provide copies of such code of ethics to, and discuss such code with, Amdocs.

(d) Diversity

Amdocs shall comply with the supplier diversity policy attached as Schedule J (Diversity Policy).

(e) Other Policies

Amdocs shall, and shall cause its Subcontractors and employees performing Services hereunder to, abide by all Sprint corporate policies applicable to the performance of the Services hereunder that may be established by Sprint from time to time. Sprint shall provide copies of any such policies to, and discuss any such policies with, Amdocs.

(f) Holidays

The Parties agree that Amdocs' holidays are to be determined in accordance with Sprint policies.

5 CHARGES, CREDITS AND PAYMENTS

5.1 Generally

5.1.1 Charges

As the sole and entire financial consideration for the Services to be performed and deliverables and intellectual property to be provided by Amdocs under this Agreement, Sprint shall pay to Amdocs the amounts set forth in this Section 5 (Charges, Credits and Payments), which consist of:

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(a) License Fees and Additional Licenses Fees: Sprint shall pay the License Fees and Additional Licenses Fees in accordance with the terms and conditions of this Agreement and as set forth in Schedule D (Charges);

(b) Implementation and Conversion Fees: Sprint shall pay the Implementation and Conversion Fees in accordance with the terms and conditions of this Agreement and as set forth in Schedule D (Charges);

(c) Monthly Subscriber Fee: Sprint shall pay the Monthly Subscriber Fee in accordance with the terms and conditions of this Agreement and as set forth in Schedule D (Charges);

(d) Pass through expenses: Sprint shall pay pass through expenses, if applicable, in accordance with Section 5.5 ([**] Pass Through Services) and Schedule D (Charges);

(e) Reimbursable expenses: Sprint shall reimburse Amdocs for certain expenses in accordance with Annex A to Schedule D (Charges);

(f) Charges for Legacy Additional Services: Sprint shall pay Amdocs the charges for Legacy Additional Services not included in the Monthly Subscriber Fee as set forth in Schedule K (Legacy Additional Services);

(g) Charges for Additional Services: Sprint shall pay Amdocs the charges for Additional Services as set forth in the Additional Services Orders; and

(h) Charges for Production CRs: Sprint shall pay Amdocs for the Production CRs the Production CRs Charges as set forth in the Production CRs SOWs approved by Sprint in accordance with the procedure described in Section 5.3 (Reporting, Invoicing and Payment) of the Agreement (subject to the provisions of Section 7 of Schedule D to the Agreement);

(i) Any other charges that are mutually agreed upon by the Parties.

5.1.2 Adjustment of Charges

The enumerated fees and charges set forth in Section 5.1.1 to be paid by Sprint to Amdocs are subject to change due to the addition of services which are not at the time of execution of this Agreement within the scope of the Services hereunder. In the event that Sprint requires any such additional services hereunder, Sprint shall pay Amdocs in accordance with the Amdocs Rate, unless a fixed price arrangement is agreed upon by the Parties, and the reimbursable expenses structure specified in Annex A to Schedule D (Charges) shall apply to the delivery of such additional services (or Additional Release). Further, to the extent that Schedule L (Envelope Parameters) contemplates any additional fees to be payable by Sprint to Amdocs in the event that an envelope parameter stated therein is exceeded, and in the event that

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the Parties agree that any conditions to the payment of any such additional fees have been met, then Sprint shall pay such fees to Amdocs.

        5.1.3 License to Generic Product

        (a) Amdocs affirms that Sprint possess, and otherwise hereby grants to Sprint, a royalty-free, fully-paid, perpetual, non-transferable (except as permitted in this Agreement) license for Sprint (or its designee) to use, copy, modify and exploit [**] with respect to Subscribers or cancelled Subscribers [**] the benefit of the use of, all modules of the Generic Product, including those specified in Annex B to Schedule D (Charges), as well as any future releases of such modules or any new modules of the Generic Product, which are to be customized in accordance with each Implementation Services Order hereunder.

        (b) In addition to the license granted under paragraph (a) above, Amdocs affirms that Sprint possess, and otherwise hereby grants to Sprint, a royalty-free, fully-paid, non-transferable (except as permitted in this Agreement) license for Sprint (or its designee) to use, copy, modify and exploit [**] the benefit of the use of all modules of the Generic Product, including those specified in Annex B to Schedule D (Charges), as well as any future releases of such modules or any new modules of the Generic Product, which are to be customized in accordance with each Implementation Services Order hereunder, only for as long as Amdocs provides to Sprint [**] development and operational services similar to the Services hereunder with regard to the utilization of the license granted under this paragraph (b).

        (c) Amdocs hereby represents and warrants that at the time of execution of this Agreement, Amdocs' Generic Product only includes the modules and software products listed in Annex B to Schedule D (Charges). Amdocs agrees that any modules and software products not listed in Annex B to Schedule D (Charges) hereto, and that are commercially available on the date hereof, shall be provided to Sprint [**].

    5.2 [**]

        (a) Beginning one year after the Final Conversion Date and continuing through the Term, Amdocs will annually perform, if so requested in writing by Sprint, an audit comparing Sprint's [**] and the [**] of Similar Services provided to other Amdocs customers in the preceding year to determine whether such Sprint's [**] as provided for in paragraph (a)(i) below. After completing each such audit, Amdocs shall deliver to the Sprint (x) a reasonably detailed summary of the findings of such audit, specifying any differences between the above [**]; (y) if applicable, (a) a summary of material differences in the legal and financial risk factors, required upfront investment by Amdocs, presence or absence of license fee components, presence or absence of maintenance components, presence or absence of discounts and/or credits, the volumes and nature of subscribers supported, differences in mix of on-shoring / off-shoring labor, and the service level commitments (including but not limited to automatic continuous improvement adjustments to such service level commitments) that Amdocs believes justify the difference (if such revealed by the audit) between the [**] of Sprint and the [**] of Similar Services provided to other Amdocs customers as aforesaid and (b) the adjustment to Sprint's then current [**] that

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Amdocs proposes be made if the factors identified in part (a) of this clause (y) are taken into account; and (z) a certification signed by a unit president of Amdocs (or unit president of its applicable Affiliate) certifying that Amdocs has completed the required audit and that the summaries described in clauses (x) and (y) above, are accurate and, in the case of (x), complete. For the avoidance of doubt, Amdocs shall not disclose any confidential and/or proprietary information of third parties, including but not limited to the identity of the customers used, for the above audit and summaries resulting therefrom.

(i) "[**]" means that the Sprint's [**] for Similar Services is [**] for Similar Services.

(ii) "[**]" means the [**] (including, without limitation, any [**] (including but not limited to Sprint) after all [**] are applied.

(iii) "Similar Services" means, each of the following for any given audit: (A) the overall combination of services and associated deliverables required by the Amdocs customer; (B) the specific combination of development services and associated deliverables required by the Amdocs customer; and (C) the specific combination of operation services and associated deliverables required by the Amdocs customer, in each case including the time period during which the overall or applicable services are provided and the overall or applicable [**], taking into account the duration of the underlying agreement, where the services and associated deliverables provided to other than Sprint Amdocs customers resemble, as best as possible on a relative basis, the Services provided to Sprint under this Agreement. In other words, [**] comparisons of Similar Services with regard to the combinations described in (A), (B) and (C) above of this paragraph (iii). For avoidance of doubt, in no event shall Amdocs refuse to conduct a [**] audit on the basis that there does not exist Similar Services, but shall instead conduct such audit with respect to the services provided to other Amdocs customers that resemble, as best as possible on a relative basis, Similar Services.

(b) If the audit described in clause (a) above indicates that Sprint's [**] as provided for in paragraph (a)(i) above, the Parties shall meet within [**] business days following Sprint's receipt of the certification and summaries described in clause (a) above (or such longer period as is mutually agreed), to (i) review and discuss in good faith the findings of the audit a provided under paragraph (x) of clause (a) above, (ii) review and discuss in good faith the summary provided by Amdocs to Sprint under paragraph (y) of clause (a) above, and (iii) review and discuss any additional relevant factors to be presented by Amdocs.

(c) Promptly after the meeting of the Parties referred to in clause (b) above (if such meeting is required pursuant to this Section 5.2), Amdocs will adjust Sprint's then current [**] it by the following amounts and, in each case, such adjustment will be applied for the remainder of the Term, subject to future [**] audits under this Section 5.2: (x) the full difference between the [**] to Sprint and the [**] of

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the Similar Services that were identified by the audit in clause (a) above if no additional factors were provided by Amdocs to Sprint pursuant to part (y) of clause (a) above; (y) if the Parties mutually agree, [**] in order to take into account the additional factors provided by Amdocs to Sprint pursuant to part (y) of clause (a) above; or (z) the amount proposed by Amdocs [**] under part (y) of clause (a) above if the Parties disagree with respect to whether the additional factors provided by Amdocs to Sprint pursuant to part (y) of clause (a) should be taken into account; provided that Sprint may refer such disagreement to dispute resolution in accordance with Section 4.6 (Dispute Resolution) and if it is determined in accordance therewith that the [**] charged to Sprint should have been [**], then Amdocs will reduce Sprint's then current [**] by such additional amounts, retroactive to the date on which Sprint's Net Price was (or should have been) initially [**] by Amdocs pursuant to clause (z) of this paragraph with respect to such [**] audit.

   5.3 Reporting, Invoicing and Payment

       5.3.1 Reports

          Amdocs shall issue monthly reports in accordance with the provisions of the Agreement, including without limitation, Schedule B (Roles and Responsibilities) and Schedule C (Creditable Performance Specifications (CPSs)).

       5.3.2 Invoicing of License, and Implementation and Conversion Fees

          Upon Sprint's reasonable determination of the occurrence of each event designated as a "Milestone" for the implementation or conversion, as applicable, of the Customized Product in Schedule D (Charges) in accordance with the criteria set forth in Section 4.5 (Acceptance Testing), Sprint shall pay Amdocs in accordance with the provisions of Schedule D (Charges) with respect to such "Milestone" (including any applicable partial payments stated therein). The same invoicing process shall be followed with respect to each Additional Release when being provided by Amdocs on a [**] basis.

       5.3.3 Invoicing of Monthly Subscriber Fee

          At the end of each month, Amdocs shall invoice Sprint the Monthly Subscriber Fee.

       5.3.4 Invoicing of Legacy Additional Services

          Amdocs shall invoice Sprint the charges for the Legacy Additional Services not included in the Monthly Subscriber Fee as provided for in Schedule K (Legacy Additional Services).

       5.3.5 Invoicing of Pass Through Expenses and Reimbursable Expenses

Amdocs shall invoice Sprint the pass through expenses described in Section 5.1.1(d) (Pass Through Expenses) as provided for in Schedule R ([**] Pass Through Services) and Schedule D (Charges), as applicable. Amdocs shall invoice Sprint for the reimbursable expenses described in Section 5.1.1(e) (Reimbursable Expenses) as provided in Schedule D (Charges).

5.3.6 Invoicing of Additional Services

Amdocs shall invoice Sprint the charges for the Additional Services as provided for in the Additional Services Order. However, if no specific invoicing or payment terms are agreed upon, Amdocs shall invoice Sprint such charges at the end of each month during which Amdocs has performed the Additional Services. If an Additional Services Order, or portion thereof, designates fees to be paid on a Milestone basis, then, upon the occurrence of the Milestone, Amdocs may invoice Sprint for the amount set forth in connection with such Milestone. If an Additional Services Order, or portion thereof, designates fees to be paid on a time and materials basis, or does not designate a specific fee structure, Amdocs may invoice Sprint monthly for the amount due and payable in accordance with the Additional Services Order based upon Additional Services already performed.

5.3.7 Invoicing of Production CRs

Amdocs shall invoice Sprint the Production CRs Charges as provided for in Production CRs SOWs which have been approved by Sprint in accordance with the Fast Track Procedure and as follows: Approval by Sprint and submission to Amdocs of the Production CRs SOWs will be by an e-mail to be followed by a fax of the signed copy of such SOWs (for the avoidance of doubt, the above referred to approval e-mail is sufficient for Amdocs to commence the development of the applicable Production CRs and for Sprint to pay for such Additional Services. It is Sprint's responsibility to fax Amdocs the signed Production CRs SOWs following the approval e-mail). However, if no specific payment terms are agreed upon in the Production CRs SOWs, Amdocs shall invoice Sprint such charges at the end of each month during which Amdocs has performed the Production CRs.

5.3.8 Invoices

(a) All reports and invoices issued by Amdocs hereunder shall be sent to both the Sprint Program Manager and Sprint Accounts Payable shall be in such reasonable detail as requested or approved by the Joint Committee of Sprint and Amdocs referred to in Subsection 5.3.10 (Payments) herein below. Such invoices shall contain, in addition to any other types of information agreed upon by the Joint Committee, the following detailed information, as applicable: identification of any Milestone applicable to each payment, Sprint's purchase order number (which purchase order number shall be provided by Sprint to Amdocs in a timely manner), service descriptions, hours of service against specific enumerated tasks and responsibilities (including any Milestone, if any), credits, if applicable, and, in the case of Services provided on a time and material basis, identification of individuals performing services. All invoices shall be denominated in currency of the United States of America.

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(b) Amdocs shall provide separate invoicing to Sprint [**] purchasing under this Agreement.

(c) Upon Sprint's request, Amdocs shall submit invoices and receive payments electronically using an electronic platform described in Exhibit A.

5.3.9 Performance Credits and Bonuses

Sprint will be entitled to Performance Credits, and Amdocs shall be entitled to bonuses, in accordance with Schedule C (Creditable Performance Specifications (CPSs)), in respect of Amdocs' actual performance of Services as measured against the CPSs. It is understood that Performance Credits are intended to reflect, to some extent, the diminished value of Amdocs' Services in such events. Performance Credits are not intended to compensate Sprint for any breach or default by Amdocs under this Agreement, nor to constitute damages, liquidated damages, or other compensation for any such breach or default. In no event shall Performance Credits be Sprint's sole and exclusive remedy with respect to any failure of Amdocs to comply with applicable CPSs; provided that any monetary award granted to Sprint with respect to such failure shall be reduced by, but shall not be limited to, any Performance Credit paid by Amdocs with respect to such failure.

5.3.10 Payments

(a) Except for amounts reasonably disputed in good faith (which shall be dealt with as provided below), Sprint shall pay all invoices properly issued no later than the [**] calendar day (the "Due Date") after receipt thereof. Payments shall be made by Sprint directly to the following Amdocs' bank account:

> ABN AMRO Bank NV
> New York, New York 10017
> Account name: [**]
> Account #: [**]
> SWIFT Code: ABNAUS33
> ABA Routing Number: 026009580

(b) Amdocs invoices shall be deemed paid upon delivery of the amounts specified therein to the above bank account. Amdocs shall be permitted to charge Sprint Interest on any undisputed amount payable under this Agreement in the event such undisputed amount is not paid within [**] days of the Due Date, on the monthly invoice immediately following the month of the invoice including such unpaid amount, such Interest to be computed from the Due Date to the date of payment.

(c) Each of Sprint and Amdocs shall appoint one member of a joint committee (the "Joint Committee") established to deal with the issue of Amdocs' invoices and any disputed amounts payable under this Agreement. The first members of the Joint Committee will be Sprint's Director of Customer Billing Solutions and Amdocs' Vice President for the Customer Care and Billing Project. The committee members will agree on the format of

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Amdocs' invoices and the additional information or documentation, if any, required to support such invoices.

(d) Upon receiving an Amdocs invoice, Sprint shall, as soon as reasonably practicable, review the invoice to verify whether there are any disputed amounts in the invoice; provided that Sprint shall retain its right to dispute any amounts contained in such invoice that it discovers later, including subsequent to the payment of such invoice. In the event Sprint is of the opinion that any invoice contains a disputed amount (whether or not the disputed amount has already been paid by Sprint), it shall promptly prepare a detailed memorandum explaining the basis for the dispute and gather reasonable documentation and information, if possible, to substantiate it. Sprint shall then, without further delay, bring such material to the attention of the Joint Committee who shall use all reasonable efforts to resolve the matter of the disputed amount within [**] days. If such a resolution cannot be reached within the above period (or any other period mutually agreed upon by the Parties), the matter shall be immediately presented by the Joint Committee to Sprint's Chief Information Officer or Sprint's Chief Operations Officer for determination as to whether the amount in question (or any part thereof) is disputed or not. Provided that the procedure set forth in this clause (d) has been followed and that such person determines that the amount is disputed and was initially invoiced on or after the date that is [**] days prior to the date of the invoice from which such disputed amount is being withheld, Sprint shall have the right to withhold such amount from such invoice and the matter shall be resolved in accordance with the dispute resolution procedure specified in Section 4.6 (Dispute Resolution) as if the matter has not been resolved by the Program Managers; provided, however, that nothing herein shall be construed to restrict or limit in any way Sprint's right to terminate this Agreement, at any time, in accordance with the provisions of Section 6 (Term and Termination) hereof. Sprint shall also be permitted to withhold any "Computable Amounts" from any invoice.

(e) The failure of Sprint to pay a disputed invoice or to pay the disputed part of any invoice shall not constitute a breach or Default by Sprint provided that the procedure described above herein has been followed with respect to the matter. In the event that Sprint disputes an amount invoiced by Amdocs and the procedure described in clause (d) above results in a determination that such amount is due and owing by Sprint, such amount shall be due and payable within [**] business days of Sprint's receipt of such determination. The failure of Sprint to withhold payment shall not waive any other rights Sprint may have with respect to disputed amounts or overpayments.

(f) All payments under this Agreement shall be made in currency of the United States of America.

(g) Notwithstanding anything above to the contrary, with regard to the Milestone related payments specified in Schedule D (Charges) hereof, Amdocs shall use commercially reasonable efforts to include such payments on the invoice being issued related to the month in which Acceptance of the Milestone occurs. If such payments are not included on such invoices, then: (i) Amdocs shall issue to Sprint invoices on the anticipated Milestone achievement date; and (ii) subject to Sprint's reasonable determination that the applicable

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Milestone has been achieved in accordance with Schedule D (Charges), Sprint shall pay such invoices in accordance with the process set forth in Section 5.3.10(a) above.

5.3.11 Third Party Services

Sprint may engage Third Parties to provide services in connection with the Customized Product; provided that Sprint shall provide Amdocs with notice prior to engaging any Third Party [**]. [**] to facilitate the successful accomplishment of the services; provided that (i) such Third-Party shall sign a confidentiality agreement with Amdocs containing confidentiality obligations substantially similar to those set forth in Section 7 (Confidential Information and Security) and (ii) Amdocs' personnel can reasonably do so without adversely affecting Amdocs' compliance with the CPSs or other aspects of the Services being delivered hereunder. [**]: (i) providing general information [**] used in providing [**]); (ii) [**] such Third Party [**] in connection with such services [**]; (iii) providing [**], as described in the following sentence); and (iv) [**] in connection with the such services. If Amdocs is [**] the scope of the Services, [**], based on [**]; provided that Amdocs [**]. Amdocs shall [**].

5.3.12 Taxes

(a) Compliance

The Parties will comply with all federal, state, and local tax laws applicable to transactions occurring under this Agreement. Amdocs shall provide Sprint with a completed Form I-9, applicable Form W-8 series form, or Form 8233, as appropriate, for federal income tax reporting purposes.

(b) Payment Obligation

Sprint shall be responsible for applicable Sales and Use Tax imposed by a taxing authority located in the United States on charges for goods and/or services provided by Amdocs pursuant to this Agreement; provided, however, that Sprint shall not be responsible for (i) such taxes for which Sprint provides Amdocs with a valid properly executed exemption certificate, (ii) any taxes imposed on Amdocs arising from Amdocs' consumption of goods and services in connection with this Agreement, and (iii) any other taxes, assessments duties, permits, tariffs, fees or other charges of any kind. For sales to Sprint or Sprint Affiliates based and operating in the United States, Amdocs shall be responsible for any present or future sales, transaction, or withholding, tax imposed by a taxing authority located outside the United States for goods and/or services provided by Amdocs pursuant to this Agreement. For sales to or payments received from Sprint Affiliates based and/or operating outside the United States, Amdocs' fees are net to be received by Amdocs and do not include and are free and clear of deduction for any and all present or future taxes, customs, duties, charges or withholdings with respect thereto, including but not limited to value added tax, sales tax and similar taxes or duties as well as withholding taxes. For the avoidance of doubt, neither Party shall be responsible for the payment of any taxes, regardless of the location of the taxing authority, imposed on the income or personal property of the other Party.

(c) Invoicing

Amdocs shall separately state all taxable and non-taxable charges on all invoices issued to Sprint. Amdocs will separately state applicable Sales and Use Taxes on charges for goods and services provided under this Agreement. If Amdocs fails to properly invoice Sprint for taxes on the original invoice for goods and services provided under this Agreement, Sprint shall not be responsible for payment to Amdocs of corrected tax amounts on any invoices which are outside the applicable state or locality statute of limitations, without taking into account any statute waivers Amdocs has decided to execute. Except in cases Amdocs is not charging tax on specific goods and services at the request of Sprint, Amdocs will hold Sprint harmless from and against any penalty, interest or other costs assessed against Amdocs as a result of the failure of Amdocs to include tax on the original invoice.

(d) Within [**] days after the date of any deduction of any Taxes by or on behalf of Sprint from or in respect of any sum payable to Amdocs hereunder, Sprint shall furnish to Amdocs, at its address referred to herein, the original or a certified copy of a receipt evidencing such deduction of Taxes.

(e) Each Party shall upon the request of the other take reasonable action, including without limitation the completion of forms, certificates and documents and the provision of information to the relevant taxing authority, of the kind required under the applicable law, to secure the benefit of any exemption from or relief with respect to the Taxes applicable to any amounts payable hereunder.

(f) Cooperation

The Parties agree to cooperate with each other to enable each to more accurately determine its own tax liability and to minimize such liability to the extent legally permissible.

5.4 Expenses

As provided above, Sprint shall reimburse Amdocs for reasonable out of pocket expenses, incurred by Amdocs Personnel directly providing Services, in accordance with Annex A to Schedule D (Charges) hereof.

5.5 [**] Pass Through Services

The Parties acknowledge that [**] of the Services provided hereunder for the [**], which are further described in Schedule R ([**] Pass Through Services), [**] by the Parties. Amdocs shall (i) continue to provide such Services (the "[**] Pass Through Services") [**] at the charges set forth in Schedule R ([**] Pass Through Services) until such time as the transition of the [**] Pass Through Services is successfully completed; and (ii) provide transition services for the [**] Pass Through Services to Sprint in accordance with Exhibit B to Schedule R so as to successfully complete the transition of the [**] Pass Through Services by the date specified above in this Section. Sprint shall pay Amdocs all charges (including but not limited to

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deposits and other fees) Amdocs incurs in performing the [**] Pass Through
Services as further described in Schedule R ([**] Pass Through Services), plus
an additional fixed amount of $[**] until the number of Sprint's Subscribers
reaches [**]. In the event Sprint's number of Subscribers exceeds [**],
then the above additional fixed amount will be increased by $[**] per each
Subscriber above [**]. For the avoidance of doubt, the $[**] per Subscriber
above [**] is an annual charge (and not a monthly charge). For example, in the
event Sprint reaches [**] Subscribers on December 31, 2003, the annual
additional fixed amount will be $[**] plus [**] Subscribers (in excess of [**])
multiplied by $[**], i.e., a total of $[**]. Sprint shall pay these additional
payments in accordance with the payment terms as specified in Section 5.3.10.
The Parties acknowledge that a [**] Pass Through Services has been commenced
under the Original Agreement and shall be [**] agreed to by the Parties. If such
[**] Pass Through Services are [**] and Amdocs does [**], as required by the
Original Agreement, that it shall [**], then [**] Pass Through Services [**] and
Amdocs shall provide the transition services described in clause (ii) above on
such revised timeline. Further, Sprint and Amdocs agree that (a) with respect to
[**] Subscribers, Sprint shall be required to obtain the [**] Pass Through
Services for at least [**] percent ([**]%) of the [**] and shall in no event be
required to obtain the [**] Pass Through Services for more than [**] percent
([**]%) [**] (b) Sprint may in-source the [**] Pass Through Services any time on
or after the Effective Date for any Subscriber who is not [**]. Subject to
Section 6.5.1 (Disentanglement Process) with regard to CPSs, Amdocs shall remain
responsible for all applicable CPSs and other performance standards herein, and
shall be responsible to Sprint for the fulfillment of any CPSs or other
applicable performance standards with respect to all Subscribers receiving the
[**] Pass Through Services through [**] until completion of the transition of
the [**] Pass Through Services.

6   TERM AND TERMINATION

    6.1 Term

         The period during which Amdocs shall be obligated to provide the
Services under this Agreement shall commence on the Effective Date and end on
the earliest of (i) January 31, 2014 (provided that the Term will be further
extended by the number of calendar months by which the Final Conversion
Milestone is delayed for reasons that are solely the responsibility of Sprint
and not solely the responsibility of Amdocs, such that the Term will be
concluded on the date which is no less than six and one half (6.5) years after
the Final Conversion Milestone) and (ii) the termination of this Agreement
pursuant to its terms. Amdocs shall notify Sprint of the expiration of the Term
no earlier than [**] months, nor later than [**] months, before the date on
which the Term would expire. For the avoidance of doubt, all Additional Services
orders issued under the Agreement and intended to be valid during the Term
(e.g., where provided that an Additional Services Order shall be valid for the
duration of the Agreement or for the Term), shall expire (subject to applicable
provisions of the Agreement) upon expiration of the Term as aforesaid.

    6.2 Termination for Convenience; Change in Control of Amdocs; Termination
for Force Majeure; Termination for Financial Instability; Effect of Termination

6.2.1 Termination for Convenience

Sprint shall have the right to terminate for its convenience the Services (including the Additional Services) or only the Additional Services (in the aggregate or by Additional Services Order), effective at 11:59 p.m. on the last day of any calendar quarter (e.g., March 31, etc.) (the "Termination Date" with regard to termination for convenience) by delivering to Amdocs a written "Termination Notice" at least [**] days before the Termination Date. In the event Sprint terminates the Services or the Additional Services for its convenience (in addition to paying all fees otherwise payable by Sprint hereunder through the Termination Date), Sprint shall pay to Amdocs an Exit Fee determined in accordance with Schedule I (Exit Fee Computation) and Schedule I1 (Exit Fee Computation for Additional Services) in the event the Services are terminated, and Schedule I1 (Exit Fee Computation for Additional Services) in the event only the Additional Services (or portion thereof) are terminated; provided that the amount of such Exit Fee shall be determined on the basis of the date of the Termination Notice; and provided, further, that such Exit Fee shall be payable to Amdocs in the following manner: [**] of the Exit Fee shall be payable to Amdocs on the date of the Termination Notice, [**] of the Exit Fee shall be payable to Amdocs on the Termination Date and [**] of the Exit Fee shall be payable to Amdocs on the Expiration Date (as defined in Section 6.5.1 (Disentanglement Process)), provided that this final installment of the Exit Fee shall be deposited by Sprint in a Third-Party escrow account on or prior to the Termination Date and released on the Expiration Date. For the avoidance of doubt, (a) Sprint shall not be able to partially terminate the Services (excluding the Additional Services) pursuant to this Section 6.2.1 (For Convenience)) and (b) Sprint's ability to terminate the Additional Services in the aggregate or by Additional Services Order shall also apply to the Legacy Additional Services identified in Schedule K (Legacy Additional Services) as not being included in the MSF. If Legacy Additional Services are so terminated, the Parties shall meet to discuss and agree upon what, if any, updates to the Schedules or Exhibits to this Agreement may be appropriate to reflect the termination of such Legacy Additional Services. In addition, in the event of termination for convenience by Sprint as aforesaid, Sprint shall provide Amdocs with a written statement (the "Termination Statement") signed by Sprint in the form of Exhibit B attached hereto and Amdocs may present this statement to Third Parties and use it in any way it deems fit. The Parties agree that Sprint's provision to Amdocs of a Termination Statement hereunder shall not be construed to imply that Sprint does not believe that Amdocs has committed any Default or breach hereunder, or to prohibit or restrict Sprint's right to make any claim that Amdocs has committed any Default or breach hereunder, and notwithstanding the provision of such Termination Statement, Sprint shall have all remedies available to it in accordance with Section 10.2 (Remedies) hereof with respect to any failure or breach by Amdocs in the performance of its obligations hereunder, subject to the provisions of this Agreement, including any limitations on damages contained in this Agreement.

6.2.2 Change in Control of Amdocs

(a) In the event of a Change in Control of Amdocs or Amdocs Limited that results in a Sprint Competitor or any Affiliate of a Sprint Competitor acquiring Control of Amdocs or Amdocs Limited, Sprint shall have the right to end the Term on a date that is the last

day of a calendar quarter (e.g., March 31, etc.), by sending Amdocs a
Termination Notice at least ninety (90) days before the Termination Date
specified in such Termination Notice, provided that Sprint shall have delivered
such notice to Amdocs not later than ninety (90) days following the effective
date of such Change in Control. If Sprint terminates the Agreement pursuant to
this Section 6.2.2, and provided that the Termination Date is fixed on a day
that is at least [**] following the date on which the prospective Change
in Control is publicly disclosed, [**]. In addition, in the event of termination
of this Agreement by Sprint due to Change in Control as aforesaid, Sprint shall
provide Amdocs with a Termination Statement signed by Sprint in the form of
Exhibit B attached hereto and Amdocs may present this statement to Third Parties
and use it in any way it deems fit. The Parties agree that Sprint's provision to
Amdocs of a Termination Statement hereunder shall not be construed to imply that
Sprint does not believe that Amdocs has committed any Default or breach
hereunder, or to prohibit or restrict Sprint's right to make any claim that
Amdocs has committed any Default or breach hereunder, and notwithstanding the
provision of such Termination Statement, Sprint shall have all remedies
available to it in accordance with Section 10.2 (Remedies) hereof with respect
to any failure or breach by Amdocs in the performance of its obligations
hereunder, subject to the provisions of this Agreement, including any
limitations on damages contained in this Agreement. Without limiting the
foregoing, in the event of any Change in Control of Amdocs or Amdocs Limited,
for a period of twelve months from the date of the event of such Change in
Control, all points for the calculation of Performance Credits and Bonuses under
Schedule C (CPSs) shall be [**].

        (b) Solely for purposes of this Section 6.2.2 (Change in Control
of Amdocs), Control shall mean the legal, beneficial, or equitable ownership,
direct or indirect, of more than fifty percent (50%) of the aggregate of all
voting or equity interests in Amdocs or Amdocs Limited, as the case may be;
"Change in Control" shall mean the closing of any transaction or related series
of transactions as a result of which a single person or business unit (or
legally or contractually related group of persons or businesses) acquires
Control of Amdocs or Amdocs Limited, as the case may be.

        6.2.3 Termination for Force Majeure Event

        If a delay or interruption of performance by Amdocs resulting
from its experiencing a Force Majeure Event exceeds [**] days (the "Force
Majeure Period"), then Sprint may either: (i) terminate the Term, by delivering
to Amdocs a Termination Notice specifying a Termination Date not less than [**]
days after the date of the Termination Notice; and in the event of such a
termination, Amdocs shall perform its Disentanglement obligations hereunder
until they are fulfilled; provided that, during the pendency of the Force
Majeure Event, Amdocs shall only perform its Disentanglement obligations to the
extent such obligations can be performed despite the Force Majeure Event; or
(ii) engage an alternate provider (who shall be subject to the confidentiality
requirements hereunder), on an interim basis, to perform the Services that
Amdocs is unable to perform as a result of the Force Majeure Event until such
time as Amdocs is able again to perform the Services in accordance with the
terms hereof. [**] if Sprint terminates the Term on the basis of a Force Majeure
Event. If Sprint delivers a Termination Notice to Amdocs as described in clause
(i) above, and Amdocs is able to restore

full performance of its obligations under this Agreement within [**] days after the date of the Termination Notice, then Sprint shall revoke such Termination Notice.

For the avoidance of doubt, the Parties expressly agree that: (i) in the event that the Force Majeure Event constitutes a "Disaster," Amdocs shall not be deemed to be failing to perform the Services if Amdocs is performing disaster recovery services in accordance with the Disaster Recovery Plan; and (ii) Sprint shall have a right to terminate the Agreement under this Section 6.2.3 (Termination for Force Majeure Event), whether or not Amdocs is so performing disaster recovery services in accordance with the Disaster Recovery Plan, in the event that due to the Force Majeure Event, Amdocs is unable to perform the Services as they would be required to be performed under this Agreement in the absence of the occurrence of the Force Majeure Event and in accordance with the CPSs (subject to any applicable Grace Period under Schedule C (Creditable Performance Specifications (CPSs)). In addition, in the event of termination for Force Majeure Event by Sprint as aforesaid, Sprint shall provide Amdocs with a Termination Statement signed by Sprint in the form of Exhibit B attached hereto and Amdocs may present this statement to Third Parties and use it in any way it deems fit. The Parties agree that Sprint's provision to Amdocs of a Termination Statement hereunder shall not be construed to imply that Sprint does not believe that Amdocs has committed any Default or breach hereunder (independent of the failure that is caused by the Force Majeure Event), or to prohibit or restrict Sprint's right to make any claim that Amdocs has committed any Default or breach hereunder (independent of the failure that is caused by the Force Majeure Event), and notwithstanding the provision of such Termination Statement, Sprint shall have all remedies available to it in accordance with Section 10.2 (Remedies) hereof with respect to any failure or breach by Amdocs in the performance of its obligations hereunder, subject to the provisions of this Agreement, including any limitations on damages contained in this Agreement.

6.2.4 Termination for Financial Instability

If (a) Amdocs does not meet its undisputed material obligations, including judgments, to third parties as those obligations become due after a final judgment, (b) Amdocs' stock is involuntarily removed or delisted from a trading exchange due to the financial situation of Amdocs, Sprint may terminate the Agreement on [**] days notice to Amdocs and pay Amdocs [**] percent ([**]%) of any Exit Fee that would have applied if Sprint elected to terminate the Agreement pursuant to Section 6.2.1 (Termination for Convenience) as determined in accordance with Schedule I (Exit Fee Computation) and Schedule I1 (Exit Fee Computation for Additional Services) ("[**] Exit Fee Termination For Financial Instability"). Alternatively, if the events described in clause (a) or (b) above occur, Sprint may submit the matter to the Steering Committee, which shall meet within [**] business days of the referral of the matter to the Steering Committee by Sprint to determine whether such events shall give rise to the right for Sprint to terminate the Agreement promptly on [**] days notice without any requirement to pay Amdocs any Exit Fee or other termination fees ("[**] Exit Fee Termination For Financial Instability") If the Steering Committee determines that such events do give rise to a right to [**] Exit Fee Termination For Financial Instability, Sprint may elect to exercise such right any time after such decision of the Steering Committee. If the Steering Committee determines that such events do not give rise to a right to [**] Exit Fee Termination For Financial Instability, then the

matter shall be submitted to arbitration pursuant to Section 13.6 (Governing Law and Jurisdiction). If the arbitration determines that such events do give rise to a right to [**] Exit Fee Termination For Financial Instability, Sprint may elect to exercise such right any time after such decision of the arbitration. For avoidance of doubt, Sprint may exercise its right to the [**] Exit Fee Termination For Financial Instability at any time during or after the commencement of the processes described in this Section related to the determination of whether there exists a right to [**] Exit Fee Termination For Financial Instability.

6.2.5 Effect of Termination

For the avoidance of doubt, any termination under this Section 6.2 shall be effective with regard to Sprint [**] receiving Services under this Agreement, but shall not be effective with regard to [**] that has entered into its own agreement with Amdocs.

6.3 Termination for Cause

6.3.1 Critical Defaults

Section 4.6 (Dispute Resolution) hereof notwithstanding, the Term may be ended by either Party at any time, by delivering a Termination Notice specifying a Termination Date to the other Party if the other Party commits a Critical Default, provided that such Termination Date stated in any Termination Notice issued pursuant to this Section 6.3.1 (Critical Defaults)) shall be [**] days or more subsequent to the date of such Termination Notice. Termination shall be effective at 11:59 p.m. on the Termination Date; in the event of such a termination by Sprint, Amdocs shall perform its Disentanglement obligations hereunder until they are fulfilled. Termination shall not constitute a Party's exclusive remedy for such a Critical Default, and such Party shall not be deemed to have waived any of its rights accruing hereunder prior to such Critical Default. Sprint shall not be required to pay Amdocs any Exit Fee or other termination fees if Sprint terminates the Term for Critical Default. If Sprint ends the Term as a result of a claimed Critical Default by Amdocs and it is determined by the Arbitrator that no Critical Default was committed, then the termination shall be deemed a termination for convenience, pursuant to Section 6.2.1 (For Convenience), and Amdocs shall have all remedies available to it, in accordance with Section 10.2 (Remedies) hereof, in connection with such determination that no Default was committed. For purposes of this Section 6.3 (Termination for Cause), a "Critical Default" of Amdocs shall mean each of the defaults described in clauses (a), (d), (e) and (g) of Section 12.1.57 (Default) hereunder only; and a "Critical Default" of Sprint shall mean the default described in clause (f) of Section 12.1.57 (Default) hereunder, i.e., Sprint's failure to pay Amdocs in accordance with the provisions of this Agreement more than [**] percent ([**]%) of Amdocs' charges relating to a period of [**] days or more hereunder; provided that (x) such charges are at least [**] days past due; (y) Amdocs has advised Sprint's Program Manager in writing of Sprint's failure to make timely payment of such amounts and that Amdocs reserves the right to terminate or suspend the Services in accordance with the Agreement if such amounts are not fully paid within [**] days of Amdocs' above written notice, and (z) Sprint has not paid such amounts in full by the later of the [**] day period specified in (x) above or the [**] day period specified in (y) above; and provided further, however, that,

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notwithstanding anything to the contrary provided above, there shall not be
deemed to have occurred a "Critical Default" of Sprint hereunder in the event
that Sprint has failed to pay Amdocs, in accordance with this Agreement, any
portion (i.e., up to [**] percent ([**]%)) of Amdocs' charges relating to such
period of [**] days or more, if with respect to any amount greater than [**]
percent ([**]%) of Amdocs' charges relating to such period of [**] days or more,
Sprint's Chief Information Officer or Chief Operations Officer shall have
determined such amount is a "disputed amount" in accordance with Section 5.3.10
(Payments) hereof.

6.3.2 Material Defaults

In the event that Sprint believes Amdocs has committed a Default
described in clause (f) of Section 12.1.57 (Default) hereunder or either Party
believes the other Party has committed a Default described in clause (c) of
Section 12.1.57 (Default) hereunder (each referred to hereinafter as a "Material
Default"), the Party asserting that such Material Default has been committed
shall provide the other Party with written notice of such claim, and within [**]
calendar days of the date of such notification the matter shall be submitted to
arbitration in accordance with Section 13.6 (Governing Law and Jurisdiction).
The purpose of such arbitration shall be to determine, assuming the truth of all
claims of the Party asserting that such Material Default has been committed,
whether the other Party's failure or breach is "material" for purposes of clause
(c) or (f) of Section 12.1.57 (Default), as the case may be. The Arbitrators
shall make its initial determination of materiality, and if the Arbitrators
confirms that the asserted failure or breach is "material," then the Arbitrators
must determine whether the asserted Material Default was in fact committed and
was not cured within the applicable cure period therefor, if any (i.e., that the
conditions of a Default under clause (f) or clause (c), as the case may be, of
Section 12.1.57 (Default) were met). If the Arbitrators determine that a Party
did in fact commit a Material Default, or the Arbitrators fail to render a
determination within [**] months of the original notification as to whether such
Material Default was in fact committed, then the Party asserting such Material
Default shall have the right to terminate this Agreement. The [**] month time
limit during which the Arbitrators must determine whether a Party has in fact
committed a Material Default shall be reduced by the number of days in excess of
[**] elapsing between the date of the original notice described above and
the date of the Arbitrators' initial threshold determination of materiality. In
the event that the Arbitrators rule that a Material Default has been committed
by a Party, the other Party may initiate the termination by sending the other
Party a Termination Notice specifying a Termination Date, provided that such
Termination Date shall be [**] days or more subsequent to the date of such
Termination Notice. Termination shall be effective at 11:59 p.m. on the
Termination Date, and, in the event of such a termination, Amdocs shall perform
its Disentanglement obligations hereunder until they are fulfilled. Upon
termination by Sprint pursuant to this Section 6.3.2 (Material Defaults), Amdocs
shall [**] subsequent to the expiration of any cure period contained in clause
(c) or clause (f), as the case may be, of Section 12.1.57 (Default). Termination
shall not constitute a Party's exclusive remedy for a Material Default of the
other Party, and the Arbitrator shall have time beyond the [**] month time
period referenced above to determine the damages due to a Party for such
asserted failure or breach of the other Party hereunder. Further, a Party shall
not be deemed to have waived any of its rights accruing hereunder prior to

submitting the original notice described above, and Sprint shall not be required to pay Amdocs any Exit Fee or other termination fees if Sprint terminates the Term pursuant to this Section 6.3.2 (Material Defaults). Further, the non-prevailing Party in any arbitration conducted pursuant to this Section 6.3.2 (Material Defaults) shall be required to pay the arbitration costs, including reasonable attorney's fees, of the other Party. If a Party asserting a Material Default terminates this Agreement, in accordance herewith, on the basis of the Arbitrator's failure to render a determination within [**] months of the original notification, as to whether such Material Default was in fact committed, the arbitration shall continue in order to determine whether such Material Default was committed; and if such determination is that neither a Critical Default or a Material Default was committed, then the termination shall be deemed a termination for convenience, pursuant to Section 6.2.1 (For Convenience).

>   6.3.3 Other Defaults

In the event that either Party (the "First Party") commits an Other Default, the other Party (the "Second Party") may, after providing the First Party with written notice of such Other Default, submit the matter to the escalation procedures set forth in Section 4.6 (Dispute Resolution). If, as a result of such procedure, the Arbitrator determines that the First Party did in fact commit an Other Default, then the Second Party shall have the right to terminate this Agreement by sending the First Party a Termination Notice specifying a Termination Date, provided that such Termination Date shall be [**] days or more subsequent to the date of such Termination Notice. Termination shall be effective at 11:59 p.m. on the Termination Date; in the event of such a termination by Sprint, [**]. Termination shall not constitute the Second Party's exclusive remedy for such an Other Default, and the Second Party shall not be deemed to have waived any of its rights accruing hereunder prior to such Other Default. Sprint shall [**]. For purposes of this Section 6.3 (Termination for Cause), an "Other Default" of Amdocs shall mean the Default described in clause (b) of Section 12.1.57 (Default) hereunder and an "Other Default" of Sprint shall mean the Default described in clause (e) of Section 12.1.57 (Default) hereunder.

> 6.4 Extension of Services

In the event that the Agreement has been terminated by Sprint in accordance with the terms hereof, or in the event that the Term has expired, Sprint may, at its sole option and discretion prior to the applicable Termination Date, extend the effective date of any such expiration or termination of the Term for up to [**] successive periods of up to [**] each beyond the applicable Termination Date, upon at least [**] days' prior, written notice to Amdocs. The Parties hereby acknowledge, for the avoidance of doubt, that during any period of extension under this Section 6.4 (Extension of Services) all terms and conditions of this Agreement shall continue to apply, including but not limited to: (i) the Monthly Subscriber Fee and (ii) the CPSs and the imposition of Performance Credits for Amdocs' failure to meet such CPSs, and the application of bonuses with respect thereto.

> 6.5 Transfer Assistance (Disentanglement)

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6.5.1 Disentanglement Process

The Disentanglement process shall begin on the earlier of the following dates: (i) the [**] day prior to the end of the Term; or (ii) the date a Termination Notice is delivered by Sprint. During the Disentanglement process, Amdocs shall perform certain services related to the transition of any terminated Services to Sprint or Sprint's designee as described herein below (the "Disentanglement Services"), including but not limited to, after the Termination Date, certain continuation of the Services or any component thereof (the "Continuation Services"). Amdocs' obligation to perform the Services, and Sprint's obligation to pay for the Services in accordance with the terms set forth in this Agreement and, for the avoidance of doubt, other than for the Disentanglement Services including the Continuation Services, shall expire: (A) at the end of the Term; or (B) on the applicable Termination Date specified pursuant to Section 6 (Term and Termination); provided, however, that Sprint's obligation to pay for Services rendered prior to such date, but not yet paid for in accordance with the terms hereof, shall remain in effect subsequent to such date. After the Termination Date, Amdocs shall provide the Disentanglement Services, including the Continuation Services, as and to the extent reasonably requested by Sprint, for up to [**] months after the Termination Date (the "Initial Disentanglement Period"), including any extensions thereof under Section 6.4 (Extension of Services) hereof (with the date on which Amdocs' obligation to provide Disentanglement Services expires being referred to herein as the "Expiration Date"); provided, however, that, upon [**] days' prior written notice, Sprint may extend such Expiration Date by an additional [**] month period (the "Additional Disentanglement Period"). Following the Termination Date (i.e., during the Initial Disentanglement Period and the Additional Disentanglement Period, if any), the CPSs shall remain in effect; provided, however, that Amdocs shall not be subject to the application of any Performance Credits, or entitled to earn any Bonuses (as such term is defined in Schedule C (Creditable Performance Specifications (CPSs))), during either the Initial Disentanglement Period or any Additional Disentanglement Period. Amdocs and Sprint shall discuss in good faith a plan for determining the nature and extent of Sprint's Disentanglement obligations and for the transfer of Services in process, provided, however, that Amdocs' obligations under this Agreement to provide all Disentanglement Services reasonably requested by Sprint shall not be lessened, to the extent practicable. Except as otherwise explicitly provided in the Agreement, all terms and conditions of the Agreement shall continue to apply during the Initial Disentanglement Period and the Additional Disentanglement Period, if any.

6.5.2 General Obligations

Amdocs shall take all actions reasonably necessary to accomplish, on the Termination Date, a complete transition of responsibility for the Services being terminated from Amdocs to Sprint, or to any replacement provider designated by Sprint, including the performance by Amdocs of all of the obligations imposed upon it pursuant to this Section 6.5 (Transfer Assistance (Disentanglement)), with no material interruption of or adverse impact on the Services or any other services provided by Third Parties (collectively, a "Disentanglement"). Prior to the Termination Date, Amdocs shall use commercially reasonable efforts to cooperate

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with Sprint and any new service provider and to perform the Disentanglement Services requested by Sprint and otherwise promptly take all steps required to assist Sprint in effecting a complete Disentanglement. Amdocs shall perform the Disentanglement Services in accordance with the manner in which it provides similar services to its similarly sized customers. Sprint shall act reasonably in assisting Amdocs in Amdocs' fulfilling its Disentanglement obligations as quickly as reasonably practicable, under the circumstances. Amdocs shall provide all information regarding the Services or as otherwise needed for Disentanglement. Amdocs shall provide for the prompt and orderly conclusion of all work, as Sprint may reasonably direct, including completion or partial completion of some projects, documentation of work in process, and other measures to ensure an orderly transition to Sprint or Sprint's designee, and Amdocs shall perform the Services in accordance with the CPSs until the Termination Date. Upon Sprint's reasonable determination that Amdocs has successfully performed all of Amdocs' obligations in connection with Disentanglement as provided in this Section 6.5 (Transfer Assistance (Disentanglement)), Sprint shall promptly provide Amdocs with written notice that a Disentanglement satisfactory to Sprint has occurred ("Disentanglement Notice"). If Sprint refuses to issue the Disentanglement Notice based on its determination that Amdocs has not yet completed its Disentanglement obligations provided in this Section 6.5 (Transfer Assistance (Disentanglement)), and Amdocs disagrees with such determination, Amdocs may submit the matter to the escalation procedures set forth in Section 4.6 (Dispute Resolution). Irrespective of the passing of the anticipated Termination Date, Amdocs' obligation to perform the Disentanglement shall not cease until the Expiration Date.

6.5.3 Specific Obligations

The Disentanglement shall include the performance of the following specific obligations:

(a) After delivery of the Termination Notice, the Parties shall cooperate fully with one another to facilitate a smooth transition of the Services from Amdocs to Sprint or Sprint's designated replacement provider. Such cooperation shall include the provision (both before and after the Termination Date) by Amdocs to Sprint of sufficient information available to Amdocs (including all information then being utilized by Amdocs) to enable Sprint's personnel (or that of Third Parties) who are reasonably skilled in the provision of services similar to the Services, to fully assume and continue the provision of the Services.

(b) Amdocs shall use commercially reasonable efforts to convey or assign to Sprint (or its designee), any leases, licenses, and other agreements (except facility and financing leases), to the extent permissible under such agreements, that are requested by Sprint and are held by Amdocs (or cause to be conveyed or assigned any of the same held by any Affiliate of Amdocs) and used by Amdocs, Sprint, or any Subcontractor in connection with the provision or receipt of the Services (the "Essential Agreements"). Furthermore, whenever any Essential Agreement is extended, renewed, or renegotiated, Amdocs shall use commercially reasonable efforts to obtain the other party's consent to such conveyance or assignment. Amdocs' obligation under this subsection shall include Amdocs' using commercially reasonable efforts to perform all obligations under the Essential Agreements that are to be performed by it

with respect to periods prior to the date of conveyance or assignment to Sprint (or its designee). Sprint shall reimburse Amdocs for expenses incurred by Amdocs in respect of Amdocs' conveyance or assignment to Sprint of any Essential Agreement or in Amdocs' obtaining the other party's consent to the assignment or conveyance of any Essential Agreement, provided Amdocs has used commercially reasonable efforts to minimize such expense.

(c) Amdocs shall use commercially reasonable efforts, to the extent permissible under any contracts associated with such assets, to convey to Sprint from among those other assets then held by Amdocs for the provision of Services to Sprint, such assets as Sprint may select, at a price consisting of the fair-market value. Assets held by Amdocs shall be deemed to include assets in which title is in Amdocs' Affiliates or designees or in Third Parties pursuant to a financing lease or other security arrangements under the Uniform Commercial Code or its equivalent in non-United States jurisdictions.

(d) Amdocs shall deliver to Sprint or Sprint's designee, at Sprint's request, all documentation and data related to Sprint, including the Sprint Data, held by Amdocs, except for documents and data that are legally privileged in the hands of Amdocs, and Amdocs shall destroy all copies thereof not turned over to Sprint[**]; provided, however, Amdocs may retain archival copies of such documentation and data, solely for its internal records, subject to Amdocs' maintaining the confidentiality of any Sprint Data embedded in such archival copies in accordance with Section 7 (Confidential Information and Security) hereof.

(e) Amdocs shall reasonably cooperate with Sprint and all of Sprint's other service providers to ensure a reasonably smooth transition at the time of Disentanglement, with no interruption of Services, minimal adverse impact on the provision of Services or Sprint's activities and minimal interruption of any Services provided by Third Parties.

(f) Irrespective of the passing of the Termination Date, Amdocs shall continue to perform, until their respective completion (or until Sprint earlier directs Amdocs to cease performing), any Services relating to a subsequent Release Amdocs is performing as of the Termination Date, in accordance with the established schedule for such Release and at the Amdocs Rate. Amdocs shall use commercially reasonable efforts to complete any and all such Releases as soon after the Termination Date as possible. For a period of [**] months following the completion of any Release, Amdocs shall provide Services to Sprint to facilitate the transition of such Release from Amdocs to Sprint or Sprint's designee.

6.5.4 Preparation for Disentanglement

(a) Up-to-date Documentation

Amdocs shall provide to Sprint as part of the Disentanglement Services (unless otherwise required under other provisions of this Agreement), Documentation and other information for all software (including any applications developed as part of the Services) and hardware, including, but not limited to, the Amdocs Standard Materials, to enable a reasonably competent person fully to assume the provision of the Services. Amdocs shall also provide such Documentation for all upgrades or replacement software or hardware concurrently

with the installation thereof. If the Documentation relates to Third-Party Standard Materials, Amdocs shall provide Sprint the Documentation then-currently made available by the provider of the Third-Party Standard Materials. If the Documentation relates to proprietary Amdocs Standard Materials, Amdocs shall provide the then-available Documentation; if such then-available Documentation is insufficient to allow persons who meet the standards required of Amdocs personnel in this Agreement to understand and operate such proprietary Amdocs Standard Materials, then Amdocs shall create sufficient additional Documentation in a timely manner and provide it to Sprint at Sprint's expense, provided Amdocs has used commercially reasonable efforts to minimize such expense.

         (b) Maintenance of Assets

             Amdocs shall procure all of its hardware, software, systems, networks, technologies, and other assets utilized in providing Services to Sprint (including leased and licensed assets) on commercially reasonable terms and shall maintain such assets in good condition and in such locations and configurations as to be readily identifiable, and to the extent practicable and permissible under any agreements associated with such assets, transferable to Sprint or its designees in accordance with the provisions of this Agreement; in addition, Amdocs shall insure such assets in accordance with the requirements of Section 9.6 (Insurance).

     6.5.5 Charges for Disentanglement Services

         For all Disentanglement Services provided to Sprint, Amdocs shall charge Sprint and Sprint shall pay Amdocs during the Initial Disentanglement Period and the Additional Disentanglement Period, as applicable, the greater of (i) the Monthly Subscriber Fee as provided in Schedule D (Charges) or (ii) [**] dollars ($[**]). Sprint shall be permitted to hold back [**] percent ([**]%) of the Monthly Subscriber Fee amounts invoiced by Amdocs during the applicable Disentanglement Period until Sprint issues the Disentanglement Notice; provided that any such held back amounts shall be deposited in a Third-Party escrow account and released upon issuance of the Disentanglement Notice.

     6.5.6 Disentanglement Process with regard to Additional Services

         The provisions of Section 6.5 (including its Sub-Sections) shall apply, mutatis mutandis, with regard to the termination of the Additional Services.

7   CONFIDENTIAL INFORMATION AND SECURITY

   7.1 Generally

     (a) To the extent that either Party (the "Discloser") discloses Confidential Information to the other (the "Recipient") the Recipient shall protect the Confidential Information of the Discloser;

     (b) The Recipient shall:

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(i) use the same care and discretion to avoid disclosure, publication, or dissemination of the Discloser's Confidential Information as the Recipient uses with its own similar information that it does not wish to disclose, publish, or disseminate;

(ii) use the Discloser's Confidential Information solely for the purpose for which it was disclosed or otherwise for the benefit of the Discloser;

(iii) take steps to minimize the dissemination or copying of the Discloser's Confidential Information except to the extent necessary to perform its obligations under this Agreement;

(iv) not acquire any express or implied right or license under any patent, copyright, trade secret, or other right or assert any lien against Confidential Information of the other Party; and

(v) use its best efforts to inform its employees, agents, and subcontractors who perform duties with respect to this Agreement about these restrictions.

(c) The Recipient may disclose Confidential Information to the Recipient's employees, agents, Affiliates, and Subcontractors (except for Sprint Competitors or Amdocs Competitors, as the case may be), who have: (i) a need to know such Confidential Information in order to perform their duties; and (ii) a legal duty to protect the Confidential Information. The Recipient assumes full responsibility for the acts or omissions of its Subcontractors, Affiliates, agents, and employees with respect to such Confidential Information.

7.2 Exclusions

(a) Confidential Information shall not include specific information to the extent that the Recipient can demonstrate such information was:

(i) after disclosure to Recipient, published or otherwise a part of the public domain through no fault of the Recipient;

(ii) in the possession of such Recipient at the time of disclosure to it, if such Party was not then under an obligation of confidentiality with respect thereto;

(iii) obtained from a source other than the Discloser who had a lawful right to disclose such Confidential Information to it;

(iv) independently developed by the Recipient, as demonstrated by credible evidence, without reference to Confidential Information of the Discloser;

(v) at the time of disclosure to the Recipient, generally available to the public as evidenced by generally available documents or publications through no fault of the Recipient; or

(vi) disclosed by the Discloser to another entity without obligation of confidentiality.

For the purpose hereof, disclosures which are specific (e.g., as to engineering and design practices and techniques, equipment, products, or operating conditions), shall not be deemed to be within the foregoing exceptions merely because they are embraced by general disclosures in the public domain or in the possession of the Recipient. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the possession of the Recipient, but only if the combination itself and its principle of operation are in the public domain or in the possession of such Recipient.

7.3 Required Disclosure

The Recipient may disclose Confidential Information to the extent disclosure is required by law or by a court or governmental agency or any other entity authorized by applicable law to require such disclosure; provided, however, that the Recipient shall use its commercially reasonable efforts to maintain the confidentiality of the Confidential Information by means of a protective order or other similar protection and shall give the owner of such Confidential Information prompt notice in order that it have every opportunity to intercede in such process to contest such disclosure and shall use commercially reasonable efforts to cooperate with the owner of such Confidential Information to protect the confidentiality of such Confidential Information. The owner of such Confidential Information reserves the right to obtain a protective order or otherwise protect the confidentiality of such Confidential Information.

7.4 Notification

In the event of any disclosure or loss of Confidential Information, the Recipient shall notify the Discloser as soon as possible.

7.5 Return of Confidential Information

Unless it is expressly authorized by this Agreement to retain the other Party's Confidential Information, a Party shall promptly return or destroy, at the other Party's option, the other Party's Confidential Information, including materials prepared in whole or in part based on such Confidential Information, and all copies thereof (except for one copy, which may be retained in the Party's confidential files, unless such retention would be prohibited by law or by contract), and at the other Party's request, an officer of such Party shall certify to the other Party that it no longer has in its possession or under its control any Confidential Information in any form whatsoever, or any copy thereof.

7.6 Confidentiality Agreements

Each Party shall require each of its employees, agents, and Subcontractors participating in the performance of the Services hereunder to execute an agreement (unless

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already executed) in a form reasonably acceptable to the other Party containing obligations of confidentiality with respect to the other Party's Confidential information substantially similar to those of the Parties hereunder. Each Party, upon the other Party's request, shall provide to the other Party a copy of such form of confidentiality agreement.

7.7 Security

In performance of its obligations hereunder, Amdocs shall comply with the security and other requirements set forth in Schedule Y (Privacy and Security Attachment).

7.8 Services from [**]

Amdocs agrees that the only customer data to be sent to or accessed in [**] and the only Services to be performed in [**] will be those described on the Services Matrix attached hereto as Schedule U (Services Matrix). Amdocs will follow at all times the security measures listed below in this Section 7.8. The Services Matrix may be modified from time to time upon only the mutual agreement of the Parties. Amdocs will provide notice of any security breach and will cooperate with Sprint to correct the same. Amdocs will, [**]. Amdocs represents that, as of the Effective Date, there have been no security breaches or unauthorized disclosures at its facilities in [**]. Amdocs agrees that Sprint may terminate Amdocs' right to perform Services from [**] upon written notice to Amdocs of any breach of this Section (material breach in the case of Amdocs' failure to comply with the requirements set forth in the following list) that is not cured within the timeframes described in the process below:

-    All customer data resides in the Amdocs Champaign data center. There is no replica of the customer database in [**].

-    The IP address range of [**] sites are blocked in the perimeter switches, thus preventing direct access from [**].

-    All access from [**] is over a secure scrambled MPLS line.

-    User accounts with access to the production environment at Amdocs' facility are limited to users who are current employees with the proper job title and job description.

-    A process is in place relating to obtaining (and documenting) management's authorization for the access provided to new users.

-    All employees are required to authenticate to the production network with a Token Card as currently used to authenticate users on the production network.

-    Usage of token cards and access is monitored via E-Trust.

-    During the termination process a CHAMPS ticket is opened to revoke all access for [**] employees including the revocation of the secure token.

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- All additional access to data is blocked and users have no means of getting to production data if they do not use the authentication mechanisms in place.

- Physical access to the Amdocs facility is controlled by magnetic key cards.

- Distribution of key cards with access to the Amdocs' facility is limited to users who are current employees with the proper job title and job description.

- All SAS 70 Control objectives will be audited and reported to Sprint.

Within [**] of Sprint's notice to Amdocs of such breach, or Amdocs otherwise becoming aware of such breach (in which case Amdocs shall promptly notify Sprint in writing of such breach's existence), Amdocs shall provide to Sprint a written status of Amdocs' efforts to cure such breach, which shall include a reasonably detailed description of how the breach was resolved, or if not yet resolved, a proposed action plan for the resolution of the breach and the associated timeframe for mitigation and resolution of such breach. If Sprint determines in its discretion that such action plan or timeframe for mitigation or resolution is not acceptable, Sprint and Amdocs will use commercially reasonable efforts to determine a mutually agreeable action plan and timeframes for mitigation or resolution. If Sprint determines the Parties are unable to reach an agreement, then Sprint may suspend Amdocs' right to perform Services from [**] upon written notice to Amdocs until such time as the Parties reach a mutually agreeable action plan and timeframes for mitigation or resolution.

8   INTELLECTUAL PROPERTY RIGHTS

    8.1 Ownership of Customized Materials; License to Use Customized Materials

        8.1.1 Allocation of Rights

        The Parties shall use commercially reasonable efforts to mutually agree upon in each Services Order (i) the description of the Customized Materials to be developed under such Services Order and (ii) the allocation of the rights in such Customized Materials by identifying such Customized Materials as being either Category A, B, C or D Customized Materials in accordance with the definitions set forth below, or as otherwise set forth in the applicable Services Order. Customized Materials will be deemed to be Category B Customized Materials unless otherwise set forth in the applicable Services Order. When making requests that the Parties classify the Customized Materials under a given Services Order as Category A Customized Materials, Sprint will do so in a reasonable manner and will take into consideration the effect such classification would have upon Amdocs' ability to provide services to its other customers of the Generic Product.

        8.1.2 Categories of Customized Materials

        The categories of Customized Materials shall be as follows:

        (a) Category A Customized Materials. Category A Customized Materials are those Customized Materials in which Sprint shall be the sole and exclusive owner

of such Customized Materials and Amdocs hereby assigns and agrees to assign to Sprint, exclusively, all right, title and interest therein. Ownership of Category A Customized Materials shall inure to the benefit of Sprint from the date of conception, of creation, or of fixation in a tangible medium of expression (whichever occurs first), of such Customized Materials. Amdocs also acknowledges that the Parties do not intend Amdocs to be a joint author of the Category A Customized Materials within the meaning of the Copyright Act of 1976, as amended, and that in no event shall Amdocs be deemed the joint author of any Category A Customized Materials.

        (b) Category B Customized Materials. Category B Customized Materials are those Customized Materials in which Amdocs, subject to the license grant to Sprint described herein, shall be the sole and exclusive owner of such Customized Materials and Sprint hereby assigns and agrees to assign to Amdocs, exclusively, all right, title, and interest therein. Ownership of Category B Customized Materials shall inure to the benefit of Amdocs from the date of conception, of creation, or of fixation in a tangible medium of expression (whichever occurs first), of such Customized Materials. Sprint also acknowledges that the Parties do not intend Sprint to be a joint author of the Category B Customized Materials within the meaning of the Copyright Act of 1976, as amended, and that in no event shall Sprint be deemed the joint author of any Category B Customized Materials. For the avoidance of doubt, Amdocs' ownership of the Customized Materials shall not derogate from Amdocs' obligations hereunder with regard to Sprint's Confidential Information. Amdocs hereby grants: (i) a royalty-free, fully-paid, perpetual, non-transferable (except as permitted in this Agreement) license to Sprint (or its designee) to use, copy, modify, and exploit [**] with respect to Subscribers or cancelled Subscribers [**] the benefit of the use of, the Category B Customized Materials, [**] with respect to Subscribers or cancelled Subscribers [**] in connection with the conduct of Sprint's [**] business (which business shall be deemed not to include marketing itself, and operating as, a re-seller or re-licensor of software), with a right to enable Third Party service providers to use such Customized Materials to provide services to Sprint; and (ii) in addition to the license granted in clause (i) above, a royalty-free, fully-paid, non-transferable (except as permitted in this Agreement) license to Sprint (or its designee) to use, copy, modify, and exploit [**] the benefit of the use of, the Category B Customized Materials, [**] (subject to the provisions of Section 2.11 (Sprint Parties) hereof), in connection with the conduct of Sprint's [**] business (which business shall be deemed not to include marketing itself, and operating as, a re-seller or re-licensor of software), with a right to enable Third Party service providers to use such Customized Materials to provide services to Sprint, only for as long as Amdocs provides to Sprint [**] development and operational services similar to the Services hereunder with regard to utilization of the license granted under this clause (ii).

        (c) Category C Customized Materials. Category C Customized Materials are those Customized Materials in which Amdocs, subject to the license grant to Sprint and the Exclusivity Period described herein, shall be the sole and exclusive owner of such Customized Materials and Sprint hereby assigns and agrees to assign to Amdocs, exclusively, all right, title, and interest therein. Ownership of Category C Customized Materials shall inure to the benefit of Amdocs from the date of conception, of creation, or of fixation in a tangible medium of expression (whichever occurs first), of such Customized Materials. Sprint also acknowledges that the Parties do not intend Sprint to be a joint author of the Category C

Customized Materials within the meaning of the Copyright Act of 1976, as amended, and that in no event shall Sprint be deemed the joint author of any Category C Customized Materials. For the avoidance of doubt, Amdocs' ownership of the Customized Materials shall not derogate from Amdocs' obligations hereunder with regard to Sprint's Confidential Information. Amdocs hereby grants: (i) a royalty-free, fully-paid, perpetual, non-transferable (except as permitted in this Agreement) license to Sprint (or its designee) to use, copy, modify, and exploit [**] the benefit of the use of, the Category C Customized Materials [**], and all derivatives thereof [**] in connection with the conduct of Sprint's [**] (which business shall be deemed not to include marketing itself, and operating as, a re-seller or re-licensor of software), with a right to enable Third Party service providers to use such Customized Materials to provide services to Sprint; and (ii) in addition to the license granted in clause (i) above, a royalty-free, fully-paid, perpetual, non-transferable (except as permitted in this Agreement) license to Sprint (or its designee) to use, copy, modify, and exploit [**], and to allow [**] the benefit of the use of, the Category C Customized Materials, [**], and all derivatives thereof (subject to the provisions of Section 2.11 (Sprint Parties) hereof), in connection with the conduct of Sprint's [**] business (which business shall be deemed not to include marketing itself, and operating as, a re-seller or re-licensor of software), with a right to enable Third Party service providers to use such Customized Materials to provide services to Sprint, [**]. Further, the licenses granted by Amdocs under the preceding sentence shall be an exclusive to Sprint, such that without the prior written consent of Sprint, Amdocs shall be prohibited from marketing, licensing, selling, or delivering such Category C Customized Materials, to, or using such Category C Customized Materials for the benefit of, any Third Party during the period prior to, and for a period of [**] (or such other period if the Parties mutually agree) (the "Exclusivity Period") following, the date of Acceptance of the implementation of such Category C Customized Material into production for Sprint.

(d) Category D Customized Materials. Category D Customized Materials are those Customized Materials in which Sprint shall be the sole and exclusive owner of such Customized Materials and Amdocs hereby assigns and agrees to assign to Sprint, exclusively, all right, title and interest therein. Ownership of Category D Customized Materials shall inure to the benefit of Sprint from the date of conception, of creation, or of fixation in a tangible medium of expression (whichever occurs first), of such Customized Materials. Amdocs also acknowledges that the Parties do not intend Amdocs to be a joint author of the Category D Customized Materials within the meaning of the Copyright Act of 1976, as amended, and that in no event shall Amdocs be deemed the joint author of any Category D Customized Materials. Sprint hereby grants a royalty-free, fully-paid, perpetual, non-transferable license to Amdocs to (i) use [**] the Category D Customized Materials, in connection with Amdocs' performance of this Agreement and internal use only, and (ii) use any patent rights Sprint might have in the Category D Customized Materials in connection with Amdocs' development, subject to the next sentence of this paragraph, of software code for Amdocs' other customers and Amdocs' licensing of such software code to such Amdocs' other customers. Nothing within this paragraph shall preclude Amdocs from providing to Amdocs' other customers similar functionality as that contained in the Category D Customized Materials (e.g., development by Amdocs for other customers new software code with similar functionality as that contained in the Category D Customized Materials), provided that in doing so Amdocs shall in no event make use of the Category D Customized Materials or any Sprint Confidential Information.

(e) iDEN Customizations. Notwithstanding the process described in Section 8.1.1 (Allocation of Rights) or the categories of Customized Materials described in clauses (a), (b), (c) and (d) above in this Section 8.1.2 (Categories of Customized Materials), Sprint and Amdocs agree that any portion of the Customized Materials comprising the iDEN Customizations shall be deemed to be Category C Customized Materials, with the exception that the license granted by Amdocs shall be exclusive to Sprint, such that without the prior written consent of Sprint, Amdocs shall be prohibited from marketing, licensing, selling, or delivering such iDEN Customizations, to, or using such iDEN Customizations for the benefit of, any Third Party located in, or who intends to use the iDEN Customizations in, any of the countries listed in Schedule P (Countries) hereto, during the period prior to, and for a period of [**] (the "iDEN Exclusivity Period") following, the date upon which, in accordance with Section 4.5.1(b)(Software Component Testing), Sprint shall begin Acceptance Testing of the Customized Product, provided that the Exclusivity Period shall be extended by the number of days contained in any periods during which Acceptance Testing cannot be continued by Sprint due to errors or defects of the Customized Product. If, in accordance with the terms hereof (i.e., with Sprint's prior, written consent if during the Exclusivity Period), Amdocs shall sell or license the iDEN Customizations to, or use the iDEN Customizations for the benefit of, any Third Party, at any time, Amdocs shall provide to Sprint a "sales bonus" on the basis of the number of Third Party Subscribers of such Third Party as of the date such iDEN Customizations are sold or licensed to, or used for the benefit of, such Third Party, in accordance with the following table:

NUMBER OF THIRD PARTY SUBSCRIBERS	AMOUNT OF SALES BONUS
Up to [**] million Third Party Subscribers	$[**]
[**] to [**] million Third Party Subscribers	$[**]
Over [**] million Third Party Subscribers	$[**]

; provided that Amdocs shall pay Sprint the aggregate amount of such sales bonuses within [**] days of each anniversary of the Effective Date with respect to each such Third Party to whom the iDEN Customizations are licensed or sold, or for whose benefit the iDEN Customizations are used, during the [**] period ending on such anniversary.

8.1.3 Escrow

(a) Escrow Deposit

If and to the extent that Amdocs does not deliver complete source and object code for all the deliverables that constitute software under this Agreement ("Software") to Sprint, then, Amdocs shall establish and maintain an escrow with Iron Mountain Intellectual Property, Inc. or another escrow agent satisfactory to Sprint (the "Escrow Agent"). The escrow

agreement with the Escrow Agent shall be consistent with the requirements of this Section 8.1.3 (including, without limitation, the release conditions and procedures related to the release of the Escrow Deposit) and shall not add any procedures or requirements to the release of the Escrow Deposit unless Sprint expressly agrees in writing to such additional procedures or requirements. Amdocs shall deposit in such escrow, a copy of all source and object code for the Software, together with all Software documentation reasonably necessary for Sprint to fully maintain, modify and utilize the Software (collectively, the "Escrow Deposit"), all in a form that is machine readable and useable, and, if any portion of the Escrow Deposit is encrypted, Amdocs shall also include in the Escrow Deposit or deliver to Sprint the decryption tools and decryption keys necessary to access the source code. The Escrow Deposit shall be updated (i) at least [**] each [**] during the Term, and (ii) in addition, upon Sprint's request, such request to be made no more frequently than [**] per each [**] during the Term; provided that to the extent the Escrow Deposit already contains the most current version of the portions of the Generic Product that are not modules of the ENSEMBLE customer care and billing platform, then such updates to the Escrow Deposit may include no update to such portions of the Generic Product. Amdocs shall be responsible for the payment of the Escrow Agent's fees and all costs of producing and delivering the Escrow Deposit to the Escrow Agent, except for the annual enrollment fees shall be borne by Sprint). Sprint shall have the right to verify, or to have the Escrow Agent verify, at Amdocs' expense, the Escrow Deposit, at any time, upon reasonable notice, for its accuracy and completeness. Escrow Agent shall, at Sprint's cost, provide Sprint a quarterly update regarding the version and release of any source code held in escrow. Amdocs warrants and represents that Amdocs maintains a current and accurate repository of the source code for the Customized Product in a CCC Harvest database (which is Amdocs' source code version management tool), which includes, without limitation, all associated makefiles necessary for building the Customized Product, any hotfixes that Amdocs applies to the production environment of the Customized Product and the database schema of the Customized Product (collectively, the "Repository"). Without limiting the foregoing, Amdocs shall deliver to the Escrow Agent, as part of the Escrow Deposit, a complete and accurate copy of the Repository and will provide the Escrow Agent with the last good build number performed on the Customized Product source code prior to the creation and delivery of such copy of the Repository to the Escrow Agent.

(b) Release Conditions

The Escrow Deposit (but excluding the portion consisting of the source code of the Generic Product) shall be released to Sprint in the event: (a) of the expiration of the Term of the Agreement; (b) of the occurrence of any event that would give rise to the right by Sprint to terminate (whether or not Sprint exercises such right) this Agreement (i) for cause in accordance with the provisions of Sections 6.3.1, 6.3.2 or 6.3.3 herein above, (ii) due to change in control of Amdocs in accordance with the provisions of Section 6.2.2 herein above, (iii) due to Force Majeure Event in accordance with the provisions of Section 6.2.3 herein above, (iv) due to Amdocs' Financial Instability in accordance with the provisions of Section 6.2.4 herein above, or (v) pursuant to Schedule Y (Privacy and Security Attachment); (c) this Agreement is terminated by Sprint for convenience in accordance with the provisions of Section 6.2.1 herein above; or (d) Amdocs assigns, directly or indirectly (whether by merger, acquisition or otherwise) the items comprising the Escrow Deposit to an entity that is a Sprint Competitor.

In addition, the full Escrow Deposit (including the source code of the Generic Product) shall be released to Sprint in the event that: (a) Amdocs is adjudicated insolvent, or consents to the appointment of a receiver or liquidator; (b) Amdocs' board of directors or a majority of its shareholders take any action authorizing the dissolution or liquidation of Amdocs; (c) Amdocs voluntarily or involuntarily becomes a debtor subject to proceedings under the United States Bankruptcy Code, which proceedings will likely cause Amdocs to be adjudicated insolvent and provided such proceedings are not dismissed within [**] days after their commencement; or (d) Amdocs fails to continue to do business as a going concern.

(c) License to Deposit Materials.

The scope of license and use of the Escrow Deposit by Sprint and its Affiliates shall be in accordance with the provisions of this Agreement. Sprint may have its third-party service providers use, copy, and modify the Escrow Deposit, for Sprint subject to the provisions of this Agreement relating to Sprint's subcontractors. Such license to be exercisable by Sprint solely in the event that Sprint obtains the Escrow Deposit as provided hereunder.

(d) Training.

If Sprint obtains the Software by release from the Escrow Deposit, Amdocs will use all reasonable efforts to provide to Sprint a practical and participatory on-site training program at Sprint's facilities sufficient to reasonably train other personnel of Sprint (i.e., train them to be trainers) with respect to use, maintenance and operation of the Software, subject to all applicable provisions of this Agreement.

(e) Terms and conditions.

Any such escrow shall be documented in an escrow agreement fully incorporating the terms of this Section 8.1.3 and including such other terms and conditions required by Amdocs or the Escrow Agent as are reasonably satisfactory to Sprint.

8.1.4 In-Sourcing

In the event of the occurrence of any event that would give rise to the release of the Escrow Deposit as described in Section 8.1.3 above, Sprint may elect to perform a portion of the Services for itself (which may include use of the Customized Materials and Amdocs Standard Materials in accordance with the licenses granted to Sprint under this Agreement in Sprint's or (in accordance with the confidentiality provisions of this Agreement) Sprint's designee's data center). If Sprint so elects, (a) the Parties shall meet to discuss and agree upon a written amendment to this Agreement reflecting the changes to the Services resulting from Sprint's election to perform such portion of the Services for itself, and (b) Amdocs shall deliver to Sprint copies of the relevant Customized Materials and Amdocs Standard Materials (as determined by Sprint) and Amdocs shall offer to Sprint the right to receive maintenance (including all enhancements and upgrades) and support with respect to such Customized

Materials and Amdocs Standard Materials, for so long as Sprint
requires it (provided Amdocs continues the provision of such services to its
customers), at the same rates and terms Amdocs generally offers to other
customers for services of a similar nature and scope.

8.1.5 Intellectual Property Protection

Amdocs shall have the full and sole power to protect its
ownership rights in the Category B Customized Materials, Category C Customized
Materials, and the Customized Materials comprising iDEN Customizations, and to
take all other action concerning such Customized Materials, and Sprint shall
cooperate fully and in a lawful manner, at the expense of Amdocs, in the
preparation and prosecution of all legal actions and proceedings concerning such
Customized Materials. Sprint shall have the full and sole power to protect its
ownership rights in the Category A Customized Materials and Category D
Customized Materials, and to take all other action concerning such Customized
Materials, and Amdocs shall cooperate fully and in a lawful manner, at the
expense of Sprint, in the preparation and prosecution of all legal actions and
proceedings concerning such Customized Materials.

8.2 Ownership of Standard Materials; License to Use Standard Materials

8.2.1 Ownership by Amdocs

Subject to the license granted in this Section 8.2 (Ownership of
Standard Materials; License to use Standard Materials), Amdocs shall be the sole
and exclusive owner of all intellectual property provided by Amdocs under this
Agreement that Amdocs can demonstrate constitutes Amdocs Standard Materials.

8.2.2 License to Standard Materials

Amdocs hereby grants: (i) a royalty-free, fully-paid, perpetual,
non-exclusive license to Sprint (or its designee), to use, copy, modify, and
exploit [**] with respect to Subscribers or cancelled Subscribers [**] the
benefit of the use of, any Amdocs Standard Materials, and all derivatives
thereof (subject to the provisions of Section 2.11 (Sprint Parties) hereof),
with a right to enable Third Party service providers to use such Amdocs Standard
Materials for the purpose of providing services to Sprint; and (ii) in addition
to the license granted in clause (i) above, a royalty-free, fully-paid,
non-exclusive license to Sprint (or its designee), to use, copy, modify, and
exploit [**], and to allow the [**] the benefit of the use of, any Amdocs
Standard Materials, and all derivatives thereof (subject to the provisions of
Section 2.11 (Sprint Parties) hereof), with a right to enable Third Party
service providers to use such Amdocs Standard Materials for the purpose of
providing services to Sprint, [**] development and operational services similar
to the Services hereunder with regard to utilization of the license granted
under this clause (ii). Amdocs shall provide Sprint with a copy of all Amdocs
Standard Materials in such media as requested by Sprint, together with object
code, source code (if a condition for release of the Escrow Deposit has
occurred), and Documentation.

8.3 Copyright Notice

          Sprint and Amdocs each agree to reproduce the copyright notice and any
other legend of ownership and/or confidentiality on the original and any copies
made of any materials of the other Party or any material containing Confidential
Information of the other Party.

     8.4 Rights and Licenses

          8.4.1 Amdocs Third Party Materials

          Amdocs shall obtain from Third Parties all rights and licenses
required to enable it to perform the Services without violating or infringing
the rights of others. Amdocs' obligation in this regard shall, as to rights and
licenses obtained from, through, or as a result of prior activity with Sprint,
commence upon Amdocs having knowledge of the need for such right or license
either through a Schedule to this Agreement, notice from Sprint, or as otherwise
known by Amdocs. With respect to all technology used and to be used by Amdocs to
perform the Services hereunder, whether proprietary to Amdocs or to any other
person, Amdocs hereby grants and agrees to grant to Sprint, or cause to be
granted by the licensor thereof, as the case may be, without additional charge
to Sprint, such licenses and sublicenses as may be necessary in order for
Sprint, and its authorized representatives, including Third Party service
providers of Sprint, to use, or receive the benefit of the use by Amdocs of,
such technology in connection with the Services or in connection with any other
services that are related to, or come into contact with, the Services. In
addition to the foregoing, Amdocs shall use commercially reasonable efforts to
obtain advance written consents from Amdocs' licensors and lessors, to the
extent possible, to the conveyance or assignment of all licenses and leases
related to the Services to Sprint upon Disentanglement. If such advance consents
cannot be obtained, Amdocs shall promptly notify Sprint's Project Manager and
Sprint shall have the option to enter into the applicable license or lease in
its own name. Amdocs further agrees that any licenses granted or obtained, or to
be granted or obtained, by Amdocs under this Section 8 (Intellectual Property
Rights) and subject to its provisions, shall extend to any assignee of
substantially all of the assets or business of Sprint.

          8.4.2 Sprint Third Party Materials

          Schedule O (Sprint Third Party Materials) attached hereto contains a
list of all hardware and software that Sprint will need to install, or have
installed, in Sprint's facilities in order for Sprint to use those components of
the Customized Product that need to be located in Sprint's facilities in order
for Sprint to receive the Services (the "Sprint Third Party Materials). Not in
limitation of the requirements provided in Section 2.5 (Upgrades and
Enhancements) hereof, Amdocs shall provide Sprint with a written notice at least
[**] months prior to implementing any change or upgrade to the Customized
Product or any other software in the Data Center that would require Sprint to
update, modify, or replace any of the Sprint Third Party Materials.

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9   INDEMNIFICATION AND INSURANCE

9.1 Indemnity by Amdocs and Sprint

(a) By Amdocs. Amdocs shall defend, indemnify and hold Sprint, its Affiliates, and their respective employees, officers, directors, agents, successors and assigns ("Sprint Indemnitees") harmless from and against any and all liabilities, losses, costs, damages, and expenses, including reasonable attorney's fees, arising out of any claim by any Third Party against a Sprint Indemnitee for actual or alleged infringement of any patent, trademark, copyright, or similar property right including misappropriation of trade secrets, (x) based upon the Amdocs Standard Materials, the Documentation, the Customized Materials, or any Third Party technology used by Amdocs in providing the Services (collectively, the "Services Technology") or (y) to the extent that it is an Amdocs-Generated Claim. Also, notwithstanding the foregoing, Amdocs shall indemnify the Sprint Indemnitees to the extent an infringement or claim of infringement could have been avoided by moving to a new release or version of the Services Technology and Amdocs was offered the new release or version and did not move to same. Amdocs may, in its reasonable discretion, either procure a license to enable Sprint to continue to use, or receive the benefit of, such Services Technology or develop or obtain a non-infringing substitute reasonably acceptable to Sprint. Amdocs shall have no obligation to indemnify Sprint for any such claim or action to the extent that it is based upon: (i) modification of a program or machine by Sprint, any Third-Party contractor to Sprint, or any agent of Sprint unless such modification (whether made by Sprint or any such contractor or agent) has been approved in advance by Amdocs; (ii) Sprint's combination, operation or use with apparatus, data or programs neither furnished nor approved by Amdocs; (iii) the use by Sprint of any software provided to Sprint 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 Sprint by a party other than Amdocs and supplied by Sprint to Amdocs; or (v) any exact procedure, style, or graphic that Sprint requires Amdocs to follow or use in developing the Customized Product (such requirements, the "Sprint Requirements") (the occurrences set forth in clauses (i) through (v) above, the "Sprint-Generated Claims"). For the avoidance of doubt, the exception from Amdocs' indemnification obligation described in clause (v) shall not apply, and such occurrence shall not constitute a Sprint-Generated Claim, with respect to claims or actions (i) based upon the manner or methodology selected by Amdocs to execute the Sprint Requirements or (ii) for which Amdocs has not provided Sprint with written notice documenting the exact procedure, style or graphic that Amdocs is alleging meets the requirements of clause (v) and is the basis for Amdocs' claim that its indemnification obligations under this clause (a) do not extend to a particular action or claim for which a Sprint Indemnitee is seeking indemnification under this clause (a).

(b) By Sprint. Sprint shall defend, indemnify, and hold Amdocs, its Affiliate, and their respective officers, directors, employees, agents, successors, and assigns ("Amdocs Indemnitees"), harmless from and against any and all liabilities, losses, costs, damages, and expenses, including reasonable attorney's fees, arising out of, any claim by any

Third Party against any of them for actual or alleged infringement of any patent, trademark, copyright, or similar property right including misappropriation of trade secrets: (x) based upon software that is proprietary or non-proprietary to Sprint that Sprint requires Amdocs to use in performing the Services ("Sprint Software") (if any) or any Sprint Requirements; or (y) to the extent that it is a Sprint-Generated Claim. Also notwithstanding the foregoing, Sprint 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 Sprint Software and Sprint was offered the new release or version and did not move to same. Sprint may, in its reasonable discretion, either procure a license to enable Amdocs to continue to use any such infringing Sprint Software or any Sprint Requirements or develop or obtain a non-infringing substitute or modify Sprint's requirements so as to no longer require Amdocs to use the Sprint Software or any Sprint Requirements in performing the Services. Sprint shall have no obligation to indemnify Amdocs for any such claim or action to the extent that it is based upon: (i) modification of a program or machine by Amdocs, any Third-Party contractor to Amdocs, or any agent of Amdocs (other than pursuant to the Sprint Requirements, but including the manner or methodology selected by Amdocs to execute the Sprint Requirements); (ii) Amdocs' combination, operation, or use with apparatus, data, or programs not furnished by Sprint; (iii) the use by Amdocs of any software provided by any Third Party other than in accordance with relevant software licenses whether or not such licenses are provided to Sprint; or (iv) the use, in accordance with the applicable license agreement, of software owned by or licensed to Amdocs by a party other than Sprint and supplied by Amdocs to Sprint (the occurrences set forth in clauses (i) through (iv) above, the "Amdocs-Generated Claims").

9.2 Tax Indemnity by Amdocs

        Amdocs shall defend, indemnify, and hold the Sprint Indemnitees harmless from and against any and all liabilities, losses, costs, damages, and expenses, including reasonable attorneys' fees and including any assessment for tax, interest or penalty, arising out of any claim by any federal, state, or local taxing authority relating to federal, state, or local sales or transaction taxes that Sprint has failed, or allegedly failed, to collect, if such failure or alleged failure is due to a mistake in billing caused by Amdocs in the course of its performance hereunder; provided, however, that in no event shall Amdocs be required to indemnify Sprint if such failure or alleged failure is due to errors inherent in the coding of the [**] software program or an error by Sprint and not due to an act or failure to act of Amdocs. The Parties hereby acknowledge that the indemnity described in this Section 9.2 (Tax Indemnity by Amdocs) is being provided on the basis of Amdocs' use of the [**] software program in performing the Services. If Amdocs, upon the mutual agreement of the Parties, at any time during the Term uses a different tax-related software program, in lieu of [**], Amdocs shall provide an equivalent tax indemnity to that contained herein with respect to mistakes in billing.

9.3 Third Party Matters

        (a) Injury or Property Damages

        Without limiting Amdocs' obligations with respect to insurance as provided in Section 9.6 (Insurance) hereof, Amdocs and Sprint shall indemnify, defend, and hold

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the Sprint Indemnitees and Amdocs Indemnitees, respectively, harmless with respect to any Third Party claim alleging bodily injury, including death, or damage to tangible personal or real property, in the event that such injury or damage arises from physical acts or omissions that constitute negligence, willful misconduct, or violations of law by the indemnifying Party or its personnel, agents, or Subcontractors.

       (b) Mutual Indemnities

         Each Party shall defend, indemnify, and hold the other Party's Indemnitees harmless from and against claims by Third Parties that may be brought against any such Indemnitee as a result of the commercial relationship existing between the Parties and that are based upon an alleged breach of any agreement by the indemnifying Party with such Third Party.

   9.4 Indemnification Procedures

     The indemnified Party shall follow the procedures set forth in this Section 9.4 (Indemnification Procedures):

       (a) The indemnified Party shall promptly notify the Indemnifying Party in writing of a claim covered by this Section.

       (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 Defense Costs incurred after such notice, except for 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) If the indemnifying Party does not take sole control of the Defense of a claim as provided in this subsection 9.4 (Indemnification Procedures):

         (i) the indemnifying Party may participate in such Defense, at its sole cost and expense;

         (ii) the indemnified Party shall have the right to defend the claim in such manner as it may deem appropriate; and

         (iii) the indemnifying Party shall pay the indemnified Party's Defense Costs.

(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.

9.5 Subrogation

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 9 (Indemnification and Insurance).

9.6 Insurance

(a) Without limiting and separate from Amdocs' undertaking to defend, hold harmless, and indemnify the Sprint Indemnities as provided in Section 9 (Indemnification and Insurance), Amdocs, at its own cost, shall procure, maintain, and keep in force and effect insurance under insurance policies issued by companies in good standing and licensed to do business in all locations where the Services are to be performed, with coverage written on an occurrence (rather than claims-made) basis besides Error & Omission and Cyber Liability which are claims-made, as follows:

(i) Workers' compensation insurance as provided for under any workers' compensation or similar law in the jurisdiction where work is performed with an employer's liability limit of not less than $500,000 for bodily injury by accident or disease. Amdocs' Workers' Compensation insurance policy will not be primary to any other insurance of Sprint. The undertaking in this subsection (i) does not apply to workers in [**];

(ii) Commercial general liability, including bodily injury, property damage, personal and advertising injury liability and contractual liability covering operations, independent contractor and products/completed operations hazards, with limits of not less than $1,000,000 combined single limit per occurrence and $2,000,000 annual aggregate, naming Sprint, its officers, directors and employees as additional insureds;

(iii) Business auto liability covering ownership, maintenance or use of all owned, hired and non-owned autos with limits of not less than $1,000,000 combined single limit per accident for bodily injury and property damage liability, The undertaking in this subsection (iii) does not apply to workers in [**];

(iv) Umbrella/excess liability with limits of not less than $5,000,000 combined single limit per occurrence and annual aggregate in excess of the commercial general liability, business auto liability and employer's liability;

(v) "Fire Extended" property insurance covering not less than the full replacement cost of Amdocs' (and subcontractor's, if any) personal property, with a waiver of subrogation in favor of Sprint as it is agreed that Sprint will not be held liable for loss or damage to any such property, except in cases of gross negligence or willful misconduct by Sprint or any entity or person on its behalf. Sprint will be named as a loss payee as its interest may appear;

(vi) Fidelity (crime) insurance including coverage for employee dishonesty, extended by endorsement, if necessary, for loss to Sprint property related to the performance of services under this Agreement in an amount not less than $1,000,000 naming Sprint as a loss payee;

(vii) Errors and omissions or Professional Liability Insurance with limits of $5,000,000 per claim and in the aggregate; and

(viii) Cyber-liability insurance with limits of 5,000,000 per claim and in the aggregate.

(b) Except as specifically stated, the insurance policies listed above shall not be restricted by the country or state in which the Services are being performed. In the case of Services performed outside the United States and when required by law, the insurance must be placed with a company admitted to do business in that country.

(c) Amdocs shall obtain and maintain the required coverage with insurers with A.M. Best ratings of not less than A-, VII and are licensed to do business in all jurisdictions where work is performed under this Agreement. Amdocs shall provide Sprint a certificate of Insurance, (ACORD Form 25S or equivalent), evidencing that all the required coverages are in force and provide that no policy will be cancelled without first giving Sprint [**] days notice. Amdocs shall endeavor to provide such notice in writing. All policies named above besides Workers' compensation will be primary to any insurance or self-insurance Sprint may maintain for acts or omissions of Amdocs or anyone for whom Amdocs is responsible.

(d) If Amdocs utilizes subcontractors in performance of this Agreement, the subcontractors must meet the same insurance requirements as Amdocs. If a subcontractor does not meet the coverage requirements of this Section, the subcontractor must either supplement the deficient areas of coverage or Amdocs must certify that it has acquired sufficient coverage to supplement any deficiency of subcontractor.

10   LIMITATION OF LIABILITY; REMEDIES

    10.1 Limitation of Liability and Disclaimers

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 9 (Limitation of Liability; Remedies):

(a) EXCEPT AS OTHERWISE PROVIDED BELOW, THE AGGREGATE CUMULATIVE MONETARY LIABILITY OF SPRINT FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT NOTWITHSTANDING THE FORM (E.G., CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) SHALL BE LIMITED TO THE AMOUNT OF MONEY SHOWN TO BE OWED FOR SERVICES RENDERED AND UNPAID AND ANY AMOUNTS DUE UNDER SECTION 6.2.1 (FOR CONVENIENCE). THE LIMITATIONS CONTAINED IN THIS SUBSECTION 10.1 (a) (LIMITATION OF LIABILITY AND DISCLAIMERS) UPON THE AMOUNTS OF SPRINT'S LIABILITY SHALL NOT APPLY TO: (i) CLAIMS FOR INDEMNIFICATION BY SPRINT (SECTION 9.1 (INDEMNITY BY AMDOCS AND SPRINT)); (ii) CLAIMS WITH RESPECT TO A BREACH OF CONFIDENTIALITY (SUBSECTIONS 7.1-7.6 (CONFIDENTIAL INFORMATION AND SECURITY)); (iii) CLAIMS WITH RESPECT TO A WILLFUL BREACH OF INTELLECTUAL PROPERTY RIGHTS (SECTION 8 (INTELLECTUAL PROPERTY RIGHTS); AND (iv) LOSSES ARISING OUT OF THE FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE OF SPRINT.

(b) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED BELOW, AMDOCS' AGGREGATE CUMULATIVE MONETARY LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT NOTWITHSTANDING THE FORM (E.G., CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) IN WHICH ANY ACTION IS BROUGHT, SHALL BE LIMITED TO (I) AS OF ANY DATE PRIOR TO FINAL ACCEPTANCE OF THE INITIAL RELEASE, AN AMOUNT EQUAL TO ALL AMOUNTS PAID BY SPRINT TO AMDOCS WITH RESPECT TO THE CUSTOMIZED PRODUCT AS OF SUCH DATE, PROVIDED THAT IF, AS A RESULT OF THE DISPUTE RESOLUTION PROCESS HEREUNDER, ANY MONIES ACTUALLY PAID BY SPRINT IN RESPECT OF THE CUSTOMIZED PRODUCT ARE RETURNED TO SPRINT, SUCH MONIES SHALL NOT BE COUNTED AGAINST THE LIMITATION DESCRIBED IN THIS CLAUSE (I); (II) AS OF ANY DATE FOLLOWING FINAL ACCEPTANCE OF THE INITIAL RELEASE, [**] DOLLARS ($[**]). EXCEPT AS OTHERWISE EXPRESSLY PROVIDED BELOW, AMDOCS' MONETARY LIABILITY IN RELATION TO ANY SINGLE EVENT OCCURRING FOLLOWING THE DATE OF FINAL ACCEPTANCE OF THE INITIAL RELEASE SHALL BE LIMITED TO [**] DOLLARS ($[**]); PROVIDED THAT FOR PURPOSES OF THIS LIMITATION: (1) EACH PERIOD OF [**] DURING WHICH AMDOCS MATERIALLY FAILS TO PERFORM THE SERVICES WITH RESPECT TO WHICH THERE IS A CPS DESIGNATED AS "HIGH" IN SCHEDULE C (CREDITABLE PERFORMANCE SPECIFICATIONS (CPSS)), SHALL BE DEEMED A SEPARATE, SINGLE EVENT; AND (2) EACH PERIOD OF [**] DURING WHICH AMDOCS MATERIALLY FAILS TO PERFORM THE SERVICES CORRESPONDING TO THE PRODUCT DEFECT QUANTITY AND SEVERITY CPS AND THE CDR RATING THROUGHPUT CPS (EACH AS DESCRIBED IN SCHEDULE C (CREDITABLE PERFORMANCE SPECIFICATIONS (CPSS)), SHALL BE DEEMED A SEPARATE,

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SINGLE EVENT; AND (3) EACH OTHER OCCURRENCE ARISING OUT OF THE AGREEMENT SHALL BE DEEMED A SEPARATE, SINGLE EVENT UNTIL THE CONCLUSION OF SUCH OCCURRENCE. THE LIMITATIONS CONTAINED IN THIS SUBSECTION 10.1(B) (LIMITATION OF LIABILITY AND DISCLAIMERS) UPON THE AMOUNTS OF AMDOCS' LIABILITY EITHER IN THE AGGREGATE OR WITH RESPECT TO ANY SINGLE EVENT SHALL NOT APPLY TO: (A) CLAIMS FOR INDEMNIFICATION BY AMDOCS (SECTION 9 (INDEMNIFICATION AND INSURANCE)) (OTHER THAN THE TAX INDEMNITY PROVIDED UNDER SECTION 9.2 (TAX INDEMNITY BY AMDOCS)); (B) CLAIMS WITH RESPECT TO A BREACH OF CONFIDENTIALITY (SUBSECTIONS 7.1 - 7.6 (CONFIDENTIAL INFORMATION AND SECURITY)); (C) CLAIMS WITH RESPECT TO A WILLFUL BREACH OF INTELLECTUAL PROPERTY RIGHTS (SECTION 8 (INTELLECTUAL PROPERTY RIGHTS); (D) LOSSES ARISING OUT OF THE FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE OF AMDOCS; AND (E) CLAIMS BASED UPON AN INTENTIONAL BREACH OF SECTION 4.6.3 (NO TERMINATION OR SUSPENSION OF SERVICES) HEREOF OR UPON REPUDIATION OF THIS AGREEMENT BY AMDOCS OR AMDOCS' INTENTIONAL REFUSAL TO PERFORM ITS DUTIES AND OBLIGATIONS HEREUNDER. IN ADDITION, THE LIMITATIONS CONTAINED IN THIS SUBSECTION 10.1(B) (LIMITATION OF LIABILITY AND DISCLAIMERS) UPON THE AMOUNTS OF AMDOCS' LIABILITY WITH RESPECT TO ANY SINGLE EVENT SHALL NOT APPLY TO A BREACH OF AMDOCS' OBLIGATIONS HEREUNDER WITH RESPECT TO DISASTER RECOVERY SERVICES OR A DISASTER RECOVERY FAILURE.

(c) AMDOCS ACKNOWLEDGES AND AGREES THAT THE FOLLOWING TYPES OF DAMAGES SHALL BE DEEMED RECOVERABLE BY SPRINT HEREUNDER: (I) ANY COMPUTABLE AMOUNTS (AS DEFINED IN SECTION 12 (DEFINITIONS; INTERPRETATION)); AND (II) ALL ADDITIONAL COSTS AND EXPENSES PAID OR INCURRED BY SPRINT; IN EITHER CASE AS A DIRECT RESULT OF ANY FAILURE BY AMDOCS TO PERFORM ITS OBLIGATIONS HEREUNDER, INCLUDING, IF SPRINT TERMINATES FOR DEFAULT HEREUNDER, ANY ADDITIONAL COSTS INCURRED BY SPRINT TO OBTAIN REPLACEMENT SERVICES COMPLYING WITH THE TERMS HEREOF.

(d) NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, 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) EXCEPT IN THE CASE OF LIABILITIES BASED UPON: (1) CLAIMS FOR INDEMNIFICATION OR OTHER AMOUNTS DUE UNDER SECTION 9 (INDEMNIFICATION AND INSURANCE) (OTHER THAN THE TAX INDEMNITY PROVIDED UNDER SECTION 9.2 (TAX INDEMNITY BY AMDOCS)); (2) CLAIMS WITH RESPECT TO A BREACH OF CONFIDENTIALITY (SUBSECTIONS 7.1 - 7.6 (CONFIDENTIAL INFORMATION AND SECURITY)); (3) CLAIMS WITH RESPECT TO A WILLFUL BREACH OF INTELLECTUAL PROPERTY

RIGHTS (SECTION 8(INTELLECTUAL PROPERTY RIGHTS); (4) LOSSES ARISING
OUT OF FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE; OR (5) CLAIMS BASED UPON
AN INTENTIONAL BREACH OF SECTION 4.6.3 (NO TERMINATION OR SUSPENSION OF
SERVICES) BY AMDOCS (NO TERMINATION OR SUSPENSION OF SERVICES) OR UPON A
REPUDIATION OF THIS AGREEMENT BY AMDOCS OR AMDOCS' INTENTIONAL REFUSAL TO
PERFORM ITS DUTIES AND OBLIGATIONS HEREUNDER.

  10.2 Remedies

    10.2.1 Remedies

         If a Party commits a Default under this Agreement, the other
Party shall be entitled to cause a termination of this Agreement in accordance
with the provisions of Section 6.3 (Termination for Cause) and shall have all
the remedies that may be available to it under law or in equity. Except to the
extent specifically stated in this Agreement, no remedy set forth in this
Agreement is intended to be exclusive of any other remedy, and each remedy will
be in addition to every other remedy given hereunder, or now or hereafter
existing at law, in equity, by statute, or otherwise, provided that a Party's
recovery of damages pursuant to such remedies shall be subject to this
Agreement, including any limitations on liability and exclusions on recoverable
damages and remedies stated in this Agreement.

    10.2.2 Attorney's Fees

         In the event of a Default by either Party, the prevailing Party
shall be entitled to recover from the non-prevailing Party reasonable attorney's
fees and costs in connection with any action by the prevailing Party in pursuing
enforcement of the terms of this Agreement or any other remedies. For the
avoidance of doubt, the attorney's fees and costs are considered to be within
the monetary limitations of liability specified in Section 10.1 (Limitation of
Liability and Disclaimers) above.

  10.3 Breach

       The Parties acknowledge that the failure of a Default to constitute a
basis for termination of this Agreement pursuant to Section 6.3 (Termination for
Cause) shall not preclude the aggrieved Party from seeking other remedies
available to it under law or in equity for such Default, none of which is
exclusive and any or all of which may be pursued, except as otherwise provided
herein; provided that a Party's recovery of damages pursuant to such remedies
shall be subject to this Agreement, including any limitations on liability and
exclusions on recoverable damages and remedies stated in this Agreement.

  10.4 Delay

       In the event of any Delay, Amdocs will, as soon as practicable after
the occurrence of the Delay, notify Sprint in writing. The notice will include
specific details of the Delay, including without limitation, the estimated
impact on the applicable timetable under the

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Agreement and the estimated amount, if any, of additional Services required. If Sprint disputes any of the matters set forth in Amdocs' notice, the matter will be resolved through the dispute resolution process of this Agreement. If Sprint does not cure the Delay and it directly causes a cumulative increase of at least [**] Business Days to complete the Services set forth in the applicable Additional Services Order or otherwise directly causes a failure by Amdocs to comply with the requirements of an Additional Services Order, then Amdocs will be granted an extension of the project schedule for a period not longer than the length of the corresponding Delay, but only to the extent set forth in (i) Amdocs' notice, if Sprint does not dispute the notice and subsequent Delays (if the Delay is continuous), or (ii) in a written agreement resulting from the dispute resolution process and solely with respect to the matters described therein. Except for payments for actual efforts and expenses incurred by Amdocs as a result of a Delay for which Amdocs has complied with the requirements of this Section, to the extent such efforts and expenses are described in written notices required under this Section and Sprint agrees that such efforts and expenses were incurred by Amdocs as a result of a Delay and the amounts set forth in such written notices (in which case Sprint shall issue a valid and applicable Sprint purchase order therefor based on the above Amdocs' notices), Amdocs shall not be entitled to any relief with respect to any Delay other than in compliance with the timely notice and other requirements of this Section. For avoidance of doubt, if Sprint disputes that such efforts and expenses were incurred by Amdocs as a result of a Delay or the amounts set forth in such written notices, Sprint shall pay to Amdocs the undisputed portion of such amounts. Sprint's failure to give Acceptance of a deliverable under this Agreement will not constitute a Delay if and to the extent that such deliverable did not meet the requirements of this Agreement.

11   WARRANTY

    11.1 Authorization and Enforceability

        Each Party represents and warrants that:

            (a) it has all requisite corporate power and authority to execute, deliver, and perform its obligations under the Agreement;

            (b) its signing of and agreement to the Agreement have been duly authorized by all requisite corporate actions;

            (c) it has signed and agreed to the Agreement; and

            (d) the Agreement is a valid and binding obligation, enforceable against it in accordance with its terms (assuming the due authorization, execution, and delivery by the other Party).

    11.2 Compliance with Laws and Obligations

            (a) Amdocs represents, warrants, and covenants that it shall comply with the Amdocs Legal Requirements to the extent that such Amdocs Legal Requirements relate to the performance of its obligations under the Agreement.

(b) Sprint represents, warrants, and covenants that it shall comply with the Sprint Legal Requirements to the extent that such Sprint Legal Requirements relate to the performance of its obligations under the Agreement.

11.3 Additional Amdocs' Representations, Warranties and Covenants

Amdocs represents, warrants, and covenants that:

(a) It shall provide all Services in accordance with this Agreement, and that all Services provided under this Agreement shall be provided in a timely, professional, and workmanlike manner consistent with standards of quality and integrity customary in the industry, and shall meet the performance standards required under this Agreement.

(b) It will ensure that all Services, equipment, machines, networks, software and other resources utilized by Amdocs in providing the Services shall be fully and successfully integrated and interfaced with and shall be compatible with, the services, systems, items, and other resources of Sprint, or that are being provided to Sprint by Third-Party service providers.

(c) As of the date of Final Acceptance, the Customized Product and the Services will be free from any material defects and will perform in accordance with the Specifications.

(d) All Deliverables that constitute software or hardware will be free from any Disabling Device. Amdocs will use industry best practices regularly to identify, screen, and prevent any Disabling Device in the Services and Deliverables and will not itself intentionally or negligently install or suffer the installation of any Disabling Device in the same. Amdocs will assist Sprint in reducing the effects of any Disabling Device discovered in any of the Services or Deliverables.

(e) Deliverables may contain software that refers to, or is based upon, an open source software, or that is "copylefted"; provided that Amdocs shall use best efforts to make sure that the usage of such components as part of the Deliverables is permitted in accordance with the applicable software licenses.

(f) It shall maintain in effect, all licenses and permits necessary for it to provide the Services contemplated by this Agreement.

(g) The Services and Deliverables provided by Amdocs under this Agreement, and Sprint's exercise of any intellectual property rights granted under this Agreement, will not infringe or otherwise violate any statutory or other rights of any third party in or to any intellectual property rights in accordance with any applicable law of any applicable jurisdiction, including without limitation, copyrights, patent, trade secrets trademarks or moral rights, and no third party has, to Amdocs' knowledge, asserted or has threatened or has or will

have any reasonable basis to assert such a claim (other than claims for which Amdocs has reasonably concluded that there is no substantial basis).

(h) It owns or leases and will at all times own or lease, or have a right to use, free and clear of all liens and encumbrances, other than lessors' interests, or security interests of Amdocs' lenders, appropriate right, title, or interest in and to the tangible property and technology and the like that Amdocs intends to use or uses to provide such Services and in and to any related patent, copyright, trademark, and other proprietary rights, or has received or will receive appropriate licenses, leases, or other rights from Third Parties to permit such use.

(i) The Amdocs' Key Personnel, Amdocs' Program Manager and all other Amdocs' Personnel assigned by Amdocs or its Subcontractors to perform Amdocs' obligations under this Agreement shall have experience, training and expertise at least customary in the industry for their responsibilities in the business in which Amdocs is engaged and shall have sufficient knowledge of the relevant aspects of the Services and shall have or promptly obtain sufficient knowledge of Sprint's practices and areas of expertise to enable them to properly perform the duties and responsibilities assigned to them in connection with this Agreement. In addition to meeting all requirements for the Services set forth herein, the Services shall conform to commercial standards customary in the industry applicable to such Services in the business in which each of Sprint and Amdocs is engaged.

(j) Amdocs' Personnel are legally able and authorized to work in the United States. At Sprint's request, Amdocs shall audit its compliance with this Section and deliver to Sprint a written certification, within [**] business days after Sprint's request, that Amdocs Personnel working in the United States are legally authorized to do so.

(k) With respect to Year 2000 Compliance:

(i) the following shall be Year 2000 Compliant: all Customized Materials and Standard Materials used by Amdocs, or approved by Amdocs for utilization by Sprint, in connection with the Services.

(ii) Third-Party-developed machines and Third-Party software that do not contain functions or features designed primarily or specifically for Sprint's use or benefit and that do not pertain to Sprint's business, products, or systems (other than any machines, software, or other Third-Party Standard Materials otherwise provided to Amdocs by Sprint) shall not be used to perform the Services until and unless the following occur: (a) Amdocs obtains from such Third Party a statement as to the degree such Third Party's and Third Party Standard Materials to be used are Year 2000 Compliant; (b) Amdocs takes reasonable steps to determine the degree of Year 2000 Compliance when such a statement cannot be obtained from such Third Party; (c) Amdocs informs Sprint prior to using such machines and/or Third Party Standard Materials, if it has reason to believe that such machines and/or Third Party Standard Materials do not materially meet the definitions of Year 2000 Compliant; and (d) Amdocs obtains Sprint's approval to use such machines and/or Third Party Standard Materials, if Amdocs so informs Sprint that Amdocs has reason to believe that such machines and/or Third Party Standard Materials do not materially meet the definition of Year 2000

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Compliant. Notwithstanding the foregoing, Amdocs shall not use machines or Third Party Standard Materials that Amdocs has reason to know are not Year 2000 Compliant without Sprint's prior written approval.

(iii) For purposes of this Agreement, Year 2000 Compliant means that at all times, during and after the year 2000, the relevant assets, resources, or systems shall, without modification or human intervention, receive, enter, recognize, store, process, exchange with other programs and networks and systems that exchange data with them (provided, however, that if such other programs, networks, or systems are not owned by Sprint or utilized by Amdocs in providing the Services, they must be Year 2000 Compliant.

(iv) In the event of a non-conformity with the warranty in this subsection, Amdocs shall, at Amdocs' expense, promptly provide Sprint with the necessary modification, correction, or enhancement to such materials including such Third Party Standard Materials to render them in compliance with this warranty.

(l) The Documentation is, and will continue to be, complete and will accurately describe the Customized Product and the Services so as to enable a reasonable data-processing professional with skills and experience customary in the industry to utilize the Customized Product and the Services for all purposes hereunder, and the Documentation will be promptly and accurately updated to reflect all Additional Releases and the Services and any and all other modifications, enhancements, updates, error corrections, improvements, and the like to the Customized Product and the Services, and all such updates will be of a quality equal to or better than that of the initial Documentation provided to Sprint.

EXCEPT AS PROVIDED BY THIS AGREEMENT, THERE ARE NO EXPRESS WARRANTIES, REPRESENTATIONS, UNDERTAKINGS, OR CONDITIONS (STATUTORY OR OTHERWISE) BY EITHER PARTY, AND THERE ARE NO IMPLIED WARRANTIES, REPRESENTATIONS, UNDERTAKINGS, OR CONDITIONS (STATUTORY OR OTHERWISE) BY EITHER PARTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN THIS AGREEMENT OR ANY AGREEMENT. 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 ALL DAMAGES, TO THE EXTENT AVAILABLE UNDER THIS AGREEMENT, WITH RESPECT TO ANY ACT OR FAILURE TO ACT BY THE OTHER PARTY.

12   DEFINITIONS; INTERPRETATION

12.1 Defined Terms

Capitalized terms used herein without definition shall have the meanings ascribed to them below:

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12.1.1 Acceptance Testing

"Acceptance Testing" shall mean the end to end business scenario testing in a "near production" environment, in which Amdocs and Sprint verify that the requested functionality defined in the applicable Impact Assessment Documents and API DFS is supported by the Customized Product as well as ensuring that the end to end business flows function as required.

12.1.2 Actual Percentage

"Actual percentage" shall have the meaning set forth in Section 6E of Schedule D (Charges).

12.1.3 ACU Document

"ACU Document" or "Amdocs CASE Utilities Document" shall mean the data dictionary of the full database, including application, reference and security tables.

12.1.4 Additional Customization Services

"Additional Customization Services" means any modifications not performed in connection with the Impact Assessment Document(s) for the CTA Releases that are requested by Sprint and approved by the Parties under Section 2.1.2 (Additional Releases) as an Additional Release.

12.1.5 Additional Data Center

"Additional Data Center" has the meaning set forth in Section 2.9 (Location of Service Providers).

12.1.6 Additional Disentanglement Period

"Additional Disentanglement Period" has the meaning set forth in Section 6.5.1 (Disentanglement Process).

12.1.7 Additional Licenses

"Additional Licenses" means any license, purchased by Sprint under the Agreement, to use Amdocs' software products other than those for which licenses have been purchased by Sprint at the time of execution of this Agreement.

12.1.8 Additional Licenses Fees

"Additional Licenses Fees" means the license fees to be paid by Sprint for the Additional Licenses.

12.1.9 Additional Release

"Additional Release" has the meaning set forth in Section 2.1.2 (Additional Releases).

12.1.10 Additional Services

"Additional Services" means the services, and, if applicable, hardware and third-party software, described in the Additional Services Orders.

12.1.11 Additional Services Fees

"Additional Services Fee" means the fees to be paid by Sprint to Amdocs for the Additional Services as provided for in the Additional Services Orders.

12.1.12 Additional Services Order or ASO

"Additional Services Order" or "ASO" means a Sprint document issued under Section 2.7 of this Agreement, executed, confirmed or acknowledged in writing by both parties, ordering Additional Services from Amdocs.

12.1.13 Affiliate

"Affiliate" shall mean, as to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, such Person, whether through ownership of voting securities or otherwise. For this purpose, and without limiting the foregoing, any Person that has the power to vote [**]% or more of the voting interests of any other Person or owns [**]% or more of the beneficial interests in income or capital shall be deemed to control such other Person. If a Person owns more than [**] percent ([**]%) of the outstanding voting securities of another Person, such other Person shall be considered both an Affiliate and a Subsidiary.

12.1.14 Agreement

"Agreement" shall mean this Agreement between Sprint and Amdocs, including all attachments, Exhibits, and Schedules hereto, as amended from time to time.

12.1.15 Air Summary Mapping

"Air Summary Mapping" shall mean the air summary mapping to the invoice.

12.1.16 ALS (Alternate Line Service)

ALS is a service offered by Sprint that allows for additional PTNs to be added to a single SIM.

12.1.17 Amdocs

"Amdocs" has the meaning set forth in the Preamble hereto.

12.1.18 Amdocs Competitor

"Amdocs Competitor" means (i) any of the Persons listed on Schedule N (Party Competitors) as revised by mutual agreement of the Parties; and (ii) any Subsidiary of the entities referred to in clause (i).

12.1.19 Amdocs Indemnitees

"Amdocs Indemnitees" has the meaning set forth in Section 9 (Indemnification and Insurance).

12.1.20 Amdocs Integration Testing

"Amdocs Integration Testing" shall mean the testing of the integration between the main systems (e.g. Ensemble, Amdocs Charging, OLC).

12.1.21 Amdocs Legal Requirements

"Amdocs Legal Requirements" means the laws and regulations applicable to Amdocs.

12.1.22 Amdocs Program Manager

"Amdocs Program Manager" means the individual who is so designated in Schedule G (Key Personnel and Program Manager) and any subsequent holder of that position designated and approved under the terms and conditions of Section 4.2 (Key Personnel and Program Manager).

12.1.23 Amdocs Rate

"Amdocs Rate" means the Labor Rate for Additional Services as defined in Section 7 of Schedule D, increased annually by [**] percent ([**]%) effective each January 1 commencing on January 1, 2007.

12.1.24 Amdocs Testing Activities

"Amdocs Testing Activities" has the meaning set forth in Section 4.5.1 (Software Component Testing).

12.1.25 API DFS

"API DFS" or "Application Programming Interface Detailed Functional Specifications" shall mean the detailed functional changes regarding the Amdocs APIs, which allows client development teams to modify applications utilizing any APIs.

12.1.26 Arbitrator

"Arbitrator" means each arbitrator defined in Section 13.6 (Governing Law And Jurisdiction).

12.1.27 Asset Upgrade

"Asset Upgrade" has the meaning set forth in Section 2.5 (Upgrades and Enhancements).

12.1.28 Audits

"Audits" has the meaning set forth in Section 13.2 (Audits, Records).

12.1.29 BAN (Billing Account Number)

BAN is the Sprint account number under which a single or multiple Subscribers are invoiced by the Customized Product for Sprint services.

12.1.30 Bill Layout Document

"Bill Layout Document" shall mean the examples of the appearance and layout of the new bill images for each type of invoice.

12.1.31 Billing Map

"Billing Map" shall mean the diagrams of the new billing maps for the new version of the Customized Product.

12.1.32 Build Notes

"Build Notes" shall mean the list and description of all enhancements and defects corrected for the new version of the Customized Product.

12.1.33 Change in Control

"Change in Control" has the meaning set forth in Section 6.2.2 (Change in Control).

12.1.34 Committed Operation Services

"Committed Operation Services" has the meaning set forth in Section 2.3 (Committed Operation Services).

12.1.35 Computable Amounts

"Computable Amounts" means any amount that was not billed to a customer of Sprint in accordance with Sprint's routine billing cycle process with respect to which Sprint reasonably determines it would not be able to bill such customer on, or prior to, the monthly bill sent out to such customer during Sprint's next routine billing cycle for such customer; provided that the failure to bill such amount in Sprint's routine billing cycle was due to an error (unless caused by Sprint or any of its Affiliates, employees, agents or representatives): (i) in Amdocs' performance of the Services or (ii) in the Customized Product; and provided, further, that Sprint shall be required to use reasonable commercial efforts to bill such customer on, or prior to, the monthly bill sent out to such customer during Sprint's next routine billing cycle for such customer (with a correction bill, if any, being sent prior to such subsequent bill being prepared and sent at Amdocs' expense).

12.1.36 Confidential Information

"Confidential Information" means (a) as to either Party, all technical information, materials, data, reports, programs, documentation, diagrams, concepts, techniques, processes, inventions, knowledge, know-how, and trade secrets, whether in tangible or intangible form, whether disclosed or conveyed by visits to a Party's or a Party Affiliate's facilities, whether or not marked or otherwise identified as confidential, and whether in written form or readable by machine, or disclosed orally, developed or acquired by such Party or any Affiliate thereof; (b) as to either Party, all information and data relating to such Party's practices, customer information, account information, information regarding business planning and business operations, management information services, costs, or margins that is not generally known by others in the same line of business; (c) as to either Party, any information that such Party identified to the other as confidential by a stamp or other similar notice; (d) as to either Party, this Agreement (subject to Section 13.11 (Publicity) hereof); (e) as to either Party, all

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other information relating to such Party or Affiliate thereof that a reasonably prudent technician would expect not to be made available to Third Parties without restriction or payment; and (f) as to Sprint, all Sprint Data (including any Sprint Data contained in any Customized Materials) and any Customized Materials (subject to Section 8.1.2 (Licensed Rights for Sprint).

12.1.37 Continuation Services

"Continuation Services" has the meaning set forth in Section 6.5.1 (Disentanglement Process).

12.1.38 Conversion Testing

"Conversion Testing" means testing to ensure that data from the legacy Sprint platform and any other existing Sprint data source from which the Customized Product will receive data is properly extracted, converted, and uploaded to the Customized Product database and functions properly with the Customized Product.

12.1.39 Cost to Achieve (CTA)

"Cost to Achieve" or "CTA" means the costs associated with the development and implementation of and migration to the Customized Product.

12.1.40 CPSs

"CPSs" means, in relation to the Services, the Creditable Performance Specifications regarding the performance, availability, capacity, response times or other levels or standards in respect of the Services specified in Schedule C (Creditable Performance Specifications (CPSs)).

12.1.41 CR Clarification Questions

"CR Clarification Questions" shall mean Amdocs' response to Sprint-originated questions regarding requested changes or Amdocs' request for clarification from Sprint on the wording and/or purpose and/or business impacts regarding the submitted CR.

12.1.42 CR Estimation

"CR Estimation" shall mean an estimate of the number of hours required to implement the requested change in the Customized Product.

12.1.43 CR Packaging

"CR Packaging" shall mean an estimate of how the requested change will be packaged for release (i.e., part of a major release, as a fast track, etc.).

12.1.44 Critical Defaults

"Critical Defaults" has the meaning set forth in Section 6.3.1 (Critical Defaults).

12.1.45 Critical Personnel

"Critical Personnel" means those personnel of Amdocs who are so designated on Schedule G (Key Personnel and Program Manager) and their respective replacement personnel designated and approved under the terms and conditions of Section 4.2 (Key Personnel and Program Manager).

12.1.46 [**]

"[**]" shall have the meaning set forth in Section 2.1.1(f) of this Agreement.

12.1.47 CTA Functionality

"CTA Functionality" means all of the (i) Customizations (including, without limitation, all features and functions of the Customized Product) included in the high-level description of the Customized Product in Schedule A (Customized Product Functionality, Implementation and Conversion Roles and Responsibilities), and (ii) additional Customizations (including, without limitation, all features and functions of the Customized Product) set forth in the various Implementation Service Orders as to be implemented as part of the Initial Release and/or Additional Releases prior to the achievement of the Final Conversion Milestone.

12.1.48 CTA Releases

"CTA Releases" means (i) the Initial Release, (ii) the first three subsequent Additional Releases; and (iii) the portion of any other Additional Releases, as described in Section 2.1.1(f), containing CTA Functionality.

12.1.49 Current Year Subscribers

"Current Year Subscribers" means the total number of postpaid, retail, Wholesale and Prepaid Subscribers on the applicable anniversary date of Acceptance of the Final Conversion Milestone.

12.1.50 Customized Product

"Customized Product" means the integrated product containing the Generic Product and the Customization (whether such Customization was developed under the Original Agreement or this Agreement).

12.1.51 Customized Materials

"Customized Materials" means all tangible and intangible information and developments, and all intermediate and/or partial versions thereof, including all source code and object code with respect thereto, and all designs, specifications, inventions, discoveries, improvements, know-how, techniques, materials, program materials, software, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, other creations, and the like, whether or not patented or patentable or otherwise protectable by law, created, invented or conceived for Sprint's use or benefit in connection with this Agreement and that are the result of Customization Services hereunder. Customized Materials shall not include the Generic Product but shall include the modifications produced hereunder to the Generic Product. Customized Materials includes all copyright, patent, trademark, trade secret, and other proprietary and intellectual property rights, if any, in the Customized Materials.

12.1.52 Customization

"Customization" means the required modifications to the Generic Product or the previously customized version of the Generic Product (as the case may be) to be developed in accordance with the applicable Specifications in order to develop the resultant Customized Product.

12.1.53 Customization Services

"Customization Services" means the services to be provided by Amdocs in order to develop the Customized Product in accordance with the applicable Specifications.

12.1.54 Data Center

"Data Center" means the premises from which Amdocs or any of its Subcontractors will operate the Customized Product. The location of each Data Center is set forth on Schedule E (Data Centers).

12.1.55 Data Dictionary

"Data Dictionary" shall mean the identification and definition of all data types maintained in the database of the Customized Product and will be delivered via the ACU Document.

12.1.56 Data and Modified Data

"Data and Modified Data" has the meaning set forth in Section 13.3 (Data Privacy).

12.1.57 Default

"Default" shall mean the occurrence of any of the following:

(a) Sprint's determination, with respect to all CPSs listed in Schedule C, Section I (Scope) (unless otherwise stated), that (i) during any [**] month period of time (A) Amdocs has been assessed [**] percent ([**]%) of the total possible [**] month period or (B) [**]% of the total possible [**] during such [**] month period; or (ii) during any [**] month period of time, [**]% of the total possible [**], or (iii) at any time, Amdocs has been assessed an [**] of the possible [**] or higher with respect to each of [**].

(b) a failure by Amdocs to use all reasonable efforts to avert, prevent, or avoid any threatened or actual interruption or shutdown (of any material duration) of any Data Centers or Additional Data Centers to the extent that a material deficiency with respect to the Services directly or indirectly is caused by such interruption or shutdown;

(c) a commission by a Party of a material breach of any obligation to the other Party under Section 7 (Confidential Information and Information Security) hereof (including but not limited to such breach by Amdocs relating to Sprint Data) or Section 8 (Intellectual Property Rights) hereof, provided that such breach, if curable, is not cured within [**] calendar days after notification by the other Party of such breach;

(d) insolvency of Amdocs; general failure of Amdocs to pay its debts as they become due; entrance of Amdocs into receivership or any arrangement or composition with creditors generally; filing of a voluntary or involuntary petition or other action or proceeding for bankruptcy or reorganization or dissolution or winding-up of Amdocs; a general assignment for the benefit of creditors of Amdocs; or a seizure or a sale of a material part of Amdocs' property by or for the benefit of any creditor or governmental agency;

(e) an assignment or attempted assignment in violation of Section 13.1 (Assignment and Binding Nature) hereof; provided, however, that an attempted assignment, made in the good faith belief that it is valid under such Section 13.1 (Assignment and Binding Nature), shall not represent a Default of a Party, if such Party promptly notifies the other Party of the attempted assignment and promptly ceases to attempt the assignment after notification from the other Party that such attempted assignment is in violation of such Section 13.1 (Assignment and Binding Nature);

(f) a failure by a Party (i) to observe and perform any other material obligation, covenant, or condition under this Agreement and the failure by the breaching Party to cure such material default within [**] calendar days after the breaching Party has received notice of such default (including but not limited to, with respect to Amdocs, a material breach of Amdocs' obligations under paragraphs (a) and (b) of Section 2.11 (Sprint Policies) hereinabove; provided, however, that with respect to Sprint, the only failure that may constitute a Default by the terms of this clause (f) of this Section 12.1.57 (and such Default shall be deemed a Critical Default) is Sprint's failure to pay Amdocs in accordance with the provisions of this Agreement more than [**] percent ([**]%) of Amdocs' charges relating to a period of [**] days or more hereunder; provided that (x) such charges are at least [**] days past due; (y) Amdocs has advised Sprint's Program Manager in writing of Sprint's failure to make timely payment of such amounts and that Amdocs reserves the right to terminate or suspend the Services in accordance with the

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Agreement if such amounts are not fully paid within [**] days of Amdocs' above written notice, and (z) Sprint has not paid such amounts in full by the later of the [**] day period specified in (x) above or the [**] day period specified in (y) above; and provided further, however, that, notwithstanding anything to the contrary provided herein, there shall not be deemed to have occurred a Default of Sprint hereunder in the event that Sprint has failed to pay Amdocs, in accordance with this Agreement, any portion (i.e., up to [**] percent ([**]%)) of Amdocs' charges relating to such period of [**] days or more, if with respect to any amount greater than [**]% of Amdocs' charges relating to such period of [**] days or more, Sprint's Chief Information Officer or Chief Operations Officer shall have determined reasonably and in good faith that such amount is a "disputed amount" in accordance with Section 5.3.10(d) (Payments) hereof.

(g) the awarding to Sprint of cumulative damages hereunder as of any date subsequent to Final Acceptance of the Initial Release, in an aggregate amount of [**] Dollars ($[**]).

12.1.58 Defense

"Defense" has the meaning set forth in Section 8 (Indemnification and Insurance).

12.1.59 Define Phase

"Define Phase" means the initial stage in the implementation (also known as Planning within the Amdocs lifecycle methodology), which phase shall include, but not be limited to, architecture blueprints, business impact analysis (a Sprint deliverable), concept and detailed business requirements, estimated costs (if any additional), a financial scorecard, feasibility assessments, test approaches, an IT evolution plan (a Sprint deliverable), scorecards (a Sprint deliverable)and strategy maps (a Sprint deliverable). For clarity, Amdocs shall provide to Sprint as part of the Define Phase the following Deliverables (and any additional Deliverables mutually agreed to by the Parties): a SWAG, CR Estimation, Proposed CR Packaging, CR Clarification Questions and any other documents called for by the Amdocs lifecycle methodology for this Phase.

12.1.60 Delay

"Delay" means a delay in a project schedule or the failure of any assumption stated in an Additional Services Order that (i) Amdocs reasonably believes Sprint caused by an act or omission, and (ii) directly causes a material delay in Amdocs' performance.

12.1.61 Deliverables

"Deliverables" means any item delivered or produced by Amdocs or required to be delivered or produced by Amdocs as the result of Services rendered under this

Agreement. Deliverables may include, but are not limited to, tangible and intangible work product, information, data, reports, designs, memoranda, lists, diagrams, schedules, analyses, procedures, specifications, programs, computer systems, technology, materials, documentation and like items, whether in hard copy or electronic media, incidental to, and containing and embodying the results of, the Services performed under this Agreement.

12.1.62 Demand Phase

"Demand Phase" means the sixth stage in the implementation (also known as Operations or End of Life within the Amdocs lifecycle methodology. For clarity, Amdocs shall provide to Sprint as part of the Demand Phase the following Deliverables (and any other Deliverables mutually agreed to by the Parties): Project Run Books; Operational Reporting and Operational Scorecards and any additional Deliverables mutually agreed to by the Parties).

12.1.63 Deploy Phase

"Deploy Phase" means the fifth stage in the implementation (also known as the Testing, Implementation, and Post-Production within the Amdocs lifecycle methodology), which phase shall include, but not be limited to, System Testing, Acceptance Testing, PLAB, Bill Validation, ITV, Usage Validation, Workforce Readiness Review, Business Readiness Review, User Communications, Implementation, Deployment, Production Support, Lessons Learned, Master release documents, the application deployment schedule, the go/no go decision communication, Ensemble Business Readiness (EBR) Review, Final Technical Release Notes, checklist reports and problem/incident records. For clarity, Amdocs shall provide to Sprint as part of the Deploy Phase the following Deliverables (and any additional Deliverables mutually agreed to by the Parties): Build Notes; a Finalized Technical Release Notes; Implementation Swim Lane and Checklist; Implementation Contact and Escalation List; Finalized Functional Release Notes and any other documents called for by the Amdocs lifecycle methodology for this Phase.

12.1.64 Design Phase

"Design Phase" means the third stage in the implementation (also known as Design within the Amdocs lifecycle methodology), which phase shall include, but not be limited to, application design documentation, application model documentation, infrastructure engineering design documentation and integrated design documentation. For clarity, Amdocs shall provide to Sprint as part of the Design Phase the following Deliverables (and any additional Deliverables mutually agreed to by the Parties): Impact Assessments, hardcopy documentation and session walkthroughs, Reference Table Requirements; API DFS; and any other documents called for by the Amdocs lifecycle methodology for this Phase. For avoidance of doubt, Amdocs shall, upon Sprint's request, share with Sprint any design documents of the Customized Product that are available.

12.1.65 Develop Phase

"Develop Phase" means the fourth stage in the implementation (also known as Development within the Amdocs lifecycle methodology), which phase shall include, but not be limited to, detailed design, programming, subsystem testing, application test plans, implementation plans, test execution signoff for system testing, integrated quality checkpoint checklists, a master project test plan, release testing guidelines, test summary reports, problem records, and a software configuration management plan. For clarity, Amdocs shall provide to Sprint as part of the Develop Phase the following Deliverables (and any additional Deliverables mutually agreed to by the Parties): Functional Release Notes; Software Release Notes; Technical Release Notes; Bill Layout Documents; Billing Map; SAS Documents (if applicable); Screen and Report Documents; ACU Document; ERD Document; Data Dictionary; DFD; System Test Results; Screen Change Report; Report Change Report; Air Summary Mapping; Traffic Management System Layout Documents and any other documents called for by the Amdocs lifecycle methodology for this Phase.

12.1.66 Disabling Device

"Disabling Device" means any timer, clock, counter, or other limiting design or routine or uncorrected known vulnerability that may cause software or any data generated or used by it to be erased, become inoperable or inaccessible, or that may otherwise cause such software to become temporarily or permanently incapable of performing in accordance with this Agreement, including without limitation, (i) any Disabling Device that is triggered after use or copying of such software or a component thereof a certain number of times, or after the lapse o a period of time, or in the absence of a hardware device or after the occurrence or lapse of any other triggering factor or event or due to external input, including across a computer network and (ii) any Disabling Device that communicates with external resources without Sprint's knowledge or express authorization. Disabling Device includes software commonly referred to as a virus, worm, Trojan horse, spyware, adware or backdoor.

12.1.67 Disaster

"Disaster" means an event that causes an unplanned interruption of information processing at any Data Center that, in turn, results in a significant impairment of the ability of Amdocs to perform the Services at the Data Center, which event is outside of Amdocs' control. Examples of a Disaster are: (a) loss of the building to fire; (b) loss of power to a Data Center due to hurricane damage; and (c) inability to access a Data Center due to a chemical spill.

12.1.68 Discover Phase

"Discover Phase" means the second stage in the implementation (also known as Scoping within the Amdocs lifecycle methodology), which phase shall include, but not be limited to, functional requirements sign off, High Level estimates for the various change requests, integrated quality checkpoint checklists/reports, master project test plans, system requirements, application design documents, infrastructure engineering design documents, and ongoing project status reports. For clarity, Amdocs shall provide to Sprint as part of the Discover

Phase the following Deliverables (and any additional Deliverables mutually agreed to by the Parties): updated SWAG high-level estimates and any other documents called for by the Amdocs lifecycle methodology for this Phase.

12.1.69 Discretionary Credits

"Discretionary Credits" means the credits described in Section 6D of Schedule D (Charges).

12.1.70 Disentanglement

"Disentanglement" has the meaning set forth in Section 6.5 (Transfer Assistance (Disentanglement)).

12.1.71 Disentanglement Notice

"Disentanglement Notice" has the meaning set forth in Section 6.5.2 (General Obligations).

12.1.72 Disentanglement Services

"Disentanglement Services" has the meaning set forth in Section 6.5.1 (Disentanglement Process).

12.1.73 Dispute Resolution Process

"Dispute Resolution Process" means the process described in Section 4.6 (Dispute Resolution).

12.1.74 Documentation

"Documentation" means, collectively, (a) all of the written, printed, electronic or other format materials published or otherwise made available by Amdocs that Amdocs uses to perform the Services; (b) all user, operator, system administration, technical, support and other manuals and all other written, printed, electronic or other format materials to be provided by Amdocs under this Agreement, or to be provided by Amdocs pursuant to agreement of the Parties.

12.1.75 Due Date

"Due Date" has the meaning set forth in Section 5.3.2 (Invoicing of License, and Implementation and Conversion Fees).

12.1.76 Effective Date

"Effective Date" has the meaning set forth in the Preamble
hereto.

12.1.77 ERD Document

"ERD Document" or "Entity Relationship Diagrams Document" shall
mean the diagrams of how the database tables are related to one another. This is
delivered to Sprint by Amdocs via the ACU Document.

12.1.78 Essential Agreement

"Essential Agreements" has the meaning set forth in Section 6.5
(Transfer Assistance (Disentanglement)).

12.1.79 Exit Fee

"Exit Fee" means each of the exit fees set forth in Schedule I
(Exit Fee Computation) and/or in Schedule I1 (Exit Fee Computation for
Additional Services).

12.1.80 Expiration Date

"Expiration Date" has the meaning set forth in Section 6.5
(Transfer Assistance (Disentanglement)).

12.1.81 Fast Track Procedure

"Fast Track Procedure" means the agreed upon accelerated
procedure to enhance the Customized Product using Production CRs as described in
Schedule W (Fast Track Procedure).

12.1.82 Final Acceptance

"Final Acceptance" has the meaning set forth in Section 4.5.1
(Software Component Testing).

12.1.83 Final Conversion Date

"Final Conversion Date" shall mean the date that the Final
Conversion Milestone is achieved.

12.1.84 Final Conversion Milestone

"Final Conversion Milestone" shall mean when each of the following have been received and Accepted by Sprint: (i) all CTA Functionality has been implemented (unless otherwise agreed by the Parties); (ii) all bill cycles are current; and (iii) [**] percent ([**]%) of all legacy Sprint subscribers [**] have been successfully converted to the Customized Product and have successfully completed at least one bill cycle.

12.1.85 Finalized Functional Release Notes

"Finalized Functional Release Notes" shall mean the updated functional release notes (what business requirements are included in the Release, anything excluded, disposition of any known issues, late changes, etc.) after the software has been accepted by Sprint for production.

12.1.86 Finalized Technical Release Notes

"Finalized Technical Release Notes" shall mean the updated technical release notes (i.e., what software is included in the Release, anything excluded, disposition of any known bugs, late changes, etc.) after the software has been accepted by Sprint for production.

12.1.87 Force Majeure Event

"Force Majeure Event" has the meaning set forth in Section 13.4 (Force Majeure).

12.1.88 Functional Release Notes

"Functional Release Notes" shall mean what business requirements are included in the Release, the impacts and changes to functionality in the upcoming version of the Customized Product for each of the new enhancements.

12.1.89 GAAP

"GAAP" has the meaning set forth in Section 13.2 (Audits, Records).

12.1.90 Generic Product

"Generic Product" means the modules of the ENSEMBLE customer care and billing platform, as well as any other software products offered by Amdocs relating to the

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scope of products and services provided by Amdocs hereunder on the Effective Date or to be provided hereunder at any time during the Term in accordance with the terms of this Agreement on the Effective Date, including but not limited to, those specified in Annex B to Schedule D (Charges), but not including any of the Customized Materials.

12.1.91 Hours Estimate

"Hours Estimate" has the meaning set forth in Section 2.1.1 (Implementation Services Orders).

12.1.92 IMEI (International Mobile Equipment Identity)

"IMEI" means the unique identifying number for each wireless telecommunications device.

12.1.93 Impact Assessment Document

"Impact Assessment Document" or "IA" means the detailed requirements for the CR of the Customized Product developed by Amdocs and reviewed by Sprint during sessions as agreed to by the Parties.

12.1.94 Implementation and Conversion Fees

"Implementation and Conversion Fees" has the meaning set forth in Section 5 (Charges, Credits and Payments).

12.1.95 Implementation Contact and Escalation List

"Implementation Contact and Escalation List" shall mean names and contact information for all key resources involved in the resolution of any implementation issues.

12.1.96 Implementation Services Order

"Implementation Services Order" shall have the meaning set forth in Section 2.1.1 (Implementation Services Orders).

12.1.97 Implementation Swim Lane and Checklist

"Implementation Swim Lane and Checklist" shall mean diagrams of the release implementation activities required to deploy the software into production (including sequence of activities and timeline) and associated checklists to ensure nothing is missed.

12.1.98 Increase Percentage

"Increase Percentage" shall have the meaning set forth in Section 6E of Schedule D (Charges).

12.1.99 Individual CPS BGYR State

"Individual CPS BGYR State" shall have the meaning set forth in Schedule C (Creditable Performance Specifications (CPSs)).

12.1.100 In-Flight Projects

"In-Flight Projects" means all projects contained within Appendix E to Schedule A (Customized Product Functionality, Implementation and Conversion Roles & Responsibilities) and Annex D to Schedule D (Charges).

12.1.101 Infringement Claims

"Infringement Claims" has the meaning set forth in Section 9 (Indemnification and Insurance).

12.1.102 Initial Disentanglement Period

"Initial Disentanglement Period" has the meaning set forth in Section 6.5.1 (Disentanglement Process).

12.1.103 Initial Release

"Initial Release" or "Initial Release of the Customized Product" means the first version of the further Customized Product developed by Amdocs and delivered via a hosted solution as part of the Services hereunder for Sprint in accordance with the Impact Assessment Document.

12.1.104 Interest

"Interest" means interest accruing at the daily equivalent of an annual rate equal to [**] basis points plus the "Prime Rate" published on the first business day of each month in the "Money Rates" or similar column of The Wall Street Journal (but no more than [**] percent ([**]%) per annum), or at the maximum rate allowed by law, if less, as such rate may change from time to time, with any change in said rate becoming effective for purposes herein upon publication of the Prime Rate change that caused it.

12.1.105 Interconnectivity Testing

"Interconnectivity Testing" means testing of a software module's interfaces with other modules of the same software system and with other software systems, including testing of the API's used to implement such interfaces.

12.1.106 [**]

12.1.107 Issues

"Issues" means "Issues" as defined in the CPSs.

12.1.108 Key Personnel

"Key Personnel" means those personnel of Amdocs and Sprint, respectively, who are so designated on Schedule G (Key Personnel and Program Manager) and their respective replacement personnel designated and approved under the terms and conditions of Section 4.2 (Key Personnel and Program Manager).

12.1.109 Legacy Additional Services

"Legacy Additional Services" has the meaning set forth in Section 2.6 (Legacy Additional Services").

12.1.110 License Fees

"License Fees" has the meaning set forth in Section 5 (Charges, Credits and Payments).

12.1.111 Load Balancing

A change in billing cycles approved by Sprint and Amdocs for specific BANS in order to improve the Customized Products processing efficiency or to satisfy Sprint's business initiatives (e.g., consolidate corporate accounts). Cycle changes requested by a Sprint customer for the convenience of such customer (e.g. change of cycle billing date) are not considered to be Load Balancing.

12.1.112 Maintenance Services

"Maintenance Services" has the meaning set forth in Section 2.2 (Maintenance Services).

12.1.113 Major Additional Release

"Major Additional Release" means any Additional Release budgeted by Amdocs to require [**] to complete.

12.1.114 Materials

"Materials" has the meaning set forth in Section 8 (Intellectual Property Rights).

12.1.115 Milestones

"Milestones" means those actions and projects identified as "Milestones" in Schedule D (Charges).

12.1.116 Minimum Subscriber Commitment

"Minimum Subscriber Commitment" shall have the meaning set forth in Section 6E of Schedule D (Charges).

12.1.117 Monthly Subscriber Fees

"Monthly Subscriber Fees" has the meaning set forth in Section 5 (Charges, Credits and Payments) and Schedule D (Charges).

12.1.118 Multi-NAM (Number Assignment Module)

"Multi-NAM" is a service offered by Sprint that allows a customer to have different PTNs in different markets on the same wireless telecommunications device (e.g., a different PTN in Chicago and New York), which results in an IMEl for each PTN. Each such IMEVPTN combination under the Multi-NAM service shall be considered a separate Subscriber.

12.1.119 Operational Reporting

"Operational Reporting" shall mean technical reporting on the status and performance of the production system of the Customized Product.

12.1.120 Operational Scorecards

"Operational Scorecards" shall mean management reporting on the operational metrics and CPSs associated with the production system of the Customized Product.

12.1.121 Overall CPS Score

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"Overall CPS Score" shall have the meaning set forth in Schedule C (Creditable Performance Specifications (CPSs)).

12.1.122 Overall Timeline

"Overall Timeline has the meaning set forth in Section 2.1.1 (Implementation Services Orders).

12.1.123 Party

"Party" shall mean Sprint or Amdocs; "Parties" shall mean both of them.

12.1.124 Performance Credits

"Performance Credits" has the meaning set forth in Schedule C (Creditable Performance Specifications (CPSs)).

12.1.125 Performance Measurement Means

"Performance Measurement Means" has the meaning set forth in Section 2.1.1 (Implementation Services Orders).

12.1.126 Performance Testing

"Performance Testing" shall mean volume (throughput) and stress (benchmarking) testing in order to determine if the Customized Product can accommodate Sprint volume projections using specific criteria (established pursuant to this Agreement) and if the system can perform required processing loads within the specified timeframes (established pursuant to this Agreement).

12.1.127 Person

"Person" shall mean any natural person, corporation, limited liability company, limited liability partnership, general partnership, limited partnership, trust, association, governmental organization or agency, or other legal person or legally constituted entity of any kind.

12.1.128 Personnel

"Personnel" of a party means the direct and indirect employees, subcontractors, and agents of such party.

12.1.129 Phase

"Phase" means the following phases of the Customization process which are described in Section 2.1.1 (Implementation Services Orders): Define Phase, Discover Phase, Design Phase, Develop Phase, Deploy Phase and Demand Phase.

12.1.130 Prior Year Subscribers

"Prior Year Subscribers" shall have the meaning set forth in Section 6E of Schedule D (Charges).

12.1.131 Privacy Restricted Data

"Privacy Restricted Data" is a subset of Sprint Restricted Data and includes specific information that Sprint deems needs additional security beyond the provisions included in Sprint Restricted Data, such as: [**] agreed upon by the parties as needed.

12.1.132 Production Change Requests or Production CRs

"Production Change Requests" or "Production CRs" mean software developments to be performed by Amdocs for Sprint which comply with the following criteria: (i) There is an urgency to implement such software developments before the next Additional Release because of their importance to Sprint's business; (ii) Sprint and Amdocs are of the opinion that the implementation of such software developments does not endanger the smooth operation of the Customized Products (i.e., low risk for production interference); (iii) such software developments are not parts of a forthcoming Additional Release; (iv) the development of such software developments require relatively small effort by Amdocs (usually less than [**]; and (v) there are no changes to database schema definitions of the Customized Product. Exceptions to the above criteria may only be agreed upon by the Parties in specific cases in advance and in writing.

12.1.133 Production CRs Charges

"Production CRs Charges" means the charges to be paid by Sprint to Amdocs for Production CRs that have been approved by Sprint as provided for in the Production CRs SOWs (subject to the provisions of Section 7 of Schedule D to the Agreement) submitted to Amdocs.

12.1.134 Production CR Request Form

"Production CR Request Form" means a Sprint document describing its requirements for Production CRs substantially in the form of Annex A to Schedule W (Fast Track Procedure) of the Agreement.

12.1.135 Production CRs SOW

"Production CRs SOW" means a Sprint order for Production CRs, substantially in the form of Annex B to Schedule W (Fast Track Procedure) of the Agreement, which is approved by Sprint in accordance with the procedure described in Section 5.3 (Reporting, Invoicing and Payment) of the Agreement.

12.1.136 Production Environment

"Production Environment" means all necessary hardware and software environments required to perform the Committed Operations Services.

12.1.137 Project Plan

"Project Plan" has the meaning set forth in Section 2.1.1 (Implementation Services Orders).

12.1.138 Project Run Books

"Project Run Books" shall mean operational specifications that define how an application, service, etc., is run in production. Run Books will typically include instructions for starting and stopping a given program as well as any operational parameters that influence performance, reporting, priority, etc.

12.1.139 PTN (Personal Telephone Number)

"PTN" means a personal telephone number.

12.1.140 Reference Table Requirements

"Reference Table Requirements" shall mean specifications that define what data is required and how it should be populated in the price plan or relevant reference tables.

12.1.141 Release

"Release" has the meaning set forth in Section 2.1.2 (Additional Releases).

12.1.142 Requests

"Requests" has the meaning set forth in the Recitals to this Agreement.

12.1.143 Responses

"Responses" has the meaning set forth in the Recitals to this Agreement.

12.1.144 [**] Analysis

"[**] Analysis" has the meaning set forth in Section 2.8 (Creditable Performance Specifications).

12.1.145 Sales and Use Taxes

"Sales and Use Taxes" means state and local sales and use taxes, including Arizona transaction privilege tax, Arkansas gross receipts tax, Hawaii general excise tax, Illinois retailer's occupation tax, and New Mexico gross receipts tax.

12.1.146 SAS Document

"SAS Document" shall mean the changes to queries for the Strategic Account outputs.

12.1.147 Screen Change Report

"Screen Change Report" shall mean the report of the new and modified screens for the new version of the Customized Product.

12.1.148 Services

"Services" means (i) all of the tasks and services of Amdocs described in this Agreement or a Services Order, including without limitation, (a) the provision of a hosted solution version of the Customized Product operated and maintained by Amdocs for Sprint in accordance with the requirements of the Agreement and (b) Sections 1 (Transition; Original Agreement), 2 (Amdocs Services), 4 (Relationship Management), 5 (Charges, Credits and Payments), 6 (Term and Termination), 8 (Intellectual Property Rights), and 13 (General) of this Agreement and (ii) all other services that are consistent with, and reasonably inferable to be within the scope of the foregoing or ancillary to, incidental to, or necessary for, the performance of any part of the services and functions described by the foregoing. The provisions of this

Agreement relating to Services shall apply to Additional Services; provided, however, where a provision makes specific reference to applying to Additional Services only, such provision shall apply only to the Additional Services.

12.1.149 Services Order

"Services Order" means, individual or collectively, as the case may be, an Implementation Services Order and/or an Additional Services Order.

12.1.150 SIM (Subscriber Identification Module)

"SIM" identifies each subscriber to the Sprint Network.

12.1.151 Software Components

"Software Components" has the meaning set forth in Section 4.5 (Acceptance Testing).

12.1.152 Software/Hardware Environments

"Software/Hardware Environments" means all necessary hardware and software environments relating to the Customized Product and the Services, including, without limitation, separate and distinct hardware and software environments for each of development, testing, training and production, of the Customized Product and the Services, in each case, as applicable, including customer/usage servers and user connectivity (i.e., Metaframe servers).

12.1.153 Software Release Notes

"Software Release Notes" shall mean the overview of third party software changes needed for the upcoming version of the Customized Product.

12.1.154 Specifications

"Specifications" means (i) with respect to the Initial Release, the specifications contained in the final, approved Impact Assessment Document and (ii) with respect to any Additional Release, the specifications contained in any final applicable Impact Assessment Document for such Additional Release.

12.1.155 Sprint

"Sprint" has the meaning set forth in the Preamble hereto.

12.1.156 Sprint Competitor

"Sprint Competitor" means (i) the Persons listed in Schedule N (Party Competitors), as revised by mutual agreement of the Parties from time to time; and (ii) any Subsidiary of the entities referred to in clause (i).

12.1.157 Sprint Data

"Sprint Data" means, in or on any medium or form of any kind: (a) data and summarized data related to Sprint, Sprint's Subscribers or the Services that is in the possession of Sprint and data concerning or indexing such data (regardless of whether or not owned by Sprint, generated or compiled by Sprint), including data that is in Sprint's databases or otherwise in Sprint's possession on the Effective Date or at any time during the Term; and (b) other Sprint records, data, file, input materials, reports, forms, and other such items that may be received by Amdocs, or by any of its Subcontractors, in the performance of Amdocs' duties under the Agreement. Sprint's Data excludes personal data relating to employees of Amdocs, its Affiliates, and their Subcontractors.

12.1.158 Sprint-Owned Property

"Sprint-Owned Property" means all [**], or that the Parties agree to be owned by Sprint and, including, without limitation, [**].

12.1.159 Sprint [**]

"Sprint [**]" means [**].

12.1.160 Sprint Indemnitees

"Sprint Indemnitees" has the meaning set forth in Section 9 (Indemnification and Insurance).

12.1.161 Sprint Legal Requirements

"Sprint Legal Requirements" means the laws and regulations applicable to Sprint.

12.1.162 Sprint's Program Manager

"Sprint's Program Manager" means the individual so designated in Schedule G (Key Personnel and Program Manager) hereto and any subsequent holder of that position designated by Sprint.

12.1.163 Sprint Restricted Data

"Sprint Restricted Data" means is any information [**] pursuant to [**] under this Agreement relating to [**]. Sprint Restricted Data includes, without limitation, information such as [**].

12.1.164 Sprint Testing Activities

"Sprint Testing Activities" has the meaning set forth in Section 4.5.1 (Software Component Testing).

12.1.165 Standard Materials

"Standard Materials" means, with regard to the modules specified in Annex B to Schedule D (Charges) as amended by the Parties from time to time in accordance with the provisions of the Agreement, all tangible and intangible information and developments, and all intermediate and/or partial versions thereof, including all source code and object code with respect thereto, and all designs, specifications, inventions, discoveries, improvements, materials, program materials, software, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, other creations, and the like, whether or not patented or patentable or otherwise protectable by law: (a) already conceived, invented, created, or acquired by Amdocs or Third Parties prior to the Effective Date and not the result of Customization Services hereunder or the Original Agreement, or (b) conceived, invented, created, or acquired, by Amdocs or Third Parties after the Effective Date, but only to the extent such information and developments do not constitute Customized Materials hereunder and do not include Sprint Confidential Information. Standard Materials shall include but not be limited to the Generic Product.

12.1.166 Steering Committee

"Steering Committee" has the meaning set forth in Section 4.1 (Steering Committee).

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12.1.167 Sub System Testing

"Sub System Testing" shall mean the testing of the individual software application for functionality, independent of interactions with other applications or other software systems.

12.1.168 Subcontractor

"Subcontractor" means contractors, vendors, agents and consultants retained by either Party to perform services hereunder and in relation to this Agreement.

12.1.169 Subscriber

"Subscriber" shall mean a logical or physical handset or apparatus, that is (i) recorded in the database of the Customized Product and (ii) associated with the account of a customer to which services are or have been provided by or through Sprint until such Subscriber is listed or marked as cancelled. The parties agree [**].

The parties also agree [**], based on various criteria, including but not limited to [**].

12.1.170 Subsidiary

"Subsidiary" has the meaning set forth in the definition of Affiliate.

12.1.171 Suspension

"Suspension" shall have the meaning set forth in Section 4.6.3 (No Termination or Suspension of Services).

12.1.172 SWAG

"SWAG" shall mean a high-level estimate of the level of work required for the CR, project, program or Release, as applicable.

12.1.173 System Test Results

"System Test Results" shall mean a daily report of system test progress.

12.1.174 System Testing

"System Testing" shall mean the testing of (i) the entire software system (i.e., any or all of the Customized Products, as applicable) for functionality and interaction among modules and (ii) testing of interface functionality between the software system and other required Sprint and/or Third Party systems using mock data inputs/outputs.

12.1.175 Term

"Term" means the period during which Amdocs shall be obligated to provide the Services, as specified in Section 6.1 (Term).

12.1.176 Termination Date

"Termination Date" means the date for termination set forth in a Termination Notice, as further described in Section 6 (Term and Termination).

12.1.177 Termination Notice

"Termination Notice" means the written notice that must be given before termination in accordance with the termination process described in Section 6 (Term and Termination).

12.1.178 Termination Statement

"Termination Statement" has the meaning set forth in Section 6.2.1 (Termination for Convenience).

12.1.179 Testing Activities

"Testing Activities" has the meaning set forth in Section 4.5.1 (Software Component Testing).

12.1.180 Testing Environment

"Testing Environment" means the software and hardware environment (i.e., computers and software applications) necessary for the performance of the Testing Activities.

12.1.181 Third Party

"Third Party" means a Person other than Sprint and Amdocs and their respective Affiliates, directors, officers and employees.

12.1.182 Third Party Subscribers

"Third Party Subscribers" means any handset or any other similar apparatus that may be used for telecommunication services by customers of a Third Party provider of telecommunications services.

12.1.183 Traffic Management System Layout Documents

"Traffic Management System Layout Documents" shall mean the layout of the usage and billing files for the new version of the Customized Product.

12.1.184 Training Environment

"Training Environment" means the software and hardware environment (i.e., computers and software applications) necessary for the performance and receipt of the Training Services.

12.1.185 Training Services

"Training Services" has the meaning set forth in Section 2.4 (Training Services).

12.1.186 Unfavorable CPS Points

"Unfavorable CPS Points" means the points assigned to the Individual CPS BGYR States of "Yellow" and "Red" in computing the Overall CPS Score in accordance with Schedule C (Creditable Performance Specifications (CPSs)).

12.1.187 Unit Testing

"Unit Testing" shall mean the testing of the individual software modules for functionality, independent of interactions with other modules or other software systems.

12.1.188 United States

"United States" means the United States of America.

12.1.189 Year 2000 Compliant

"Year 2000 Compliant" has the meaning set forth in Section 11.3 (Additional Amdocs' Representations, Warranties and Covenants).

12.2 Interpretation

The table of contents and the headings of the Articles, Sections and Schedules in this Agreement are provided for convenience of reference only and shall not be deemed to constitute a part hereof. They do not define, limit, construe or describe the scope or intent of the provisions of this Agreement. References herein to numbered Articles and Sections and lettered Schedules refer to the Articles, Sections and Schedules hereof, unless otherwise specified. A term defined in the singular shall include the plural and vice versa when the context so indicates.

13   GENERAL

13.1 Assignment and Binding Nature

(a) Subject to the provisions of paragraph (b) of Subsection 13.12 (Relationship, Subcontractors) hereof, Amdocs may not delegate its obligations without the prior written consent of Sprint, which may be withheld in its sole discretion.

(b) Sprint may [**], on the condition that [**] and that Sprint delivers a copy of such written undertaking to Amdocs; provided, however, that [**], Sprint shall [**]; provided, further, however, that in the event that [**] this Agreement in accordance with the provisions of [**]. For the avoidance of doubt, [**]. In addition, in the event that [**], Sprint shall be [**]. For the purpose of this subsection, [**], with respect to [**].

(c) [**] this Agreement.

(d) Any attempted assignment or delegation of all or any part of the Agreement that does not comply with this Section 13.1 (Assignment and Binding Nature) is void.

13.2 Audits, Records

(a) Amdocs shall maintain complete and accurate records and books of account with respect to this Agreement utilizing United States generally accepted accounting principles ("GAAP"), consistently applied and complying in all respect with all applicable laws. Such records and books, and the accounting controls related thereto, shall be sufficient to provide reasonable assurance that: (i) transactions are recorded so as to permit the preparation of Amdocs' financial statements in accordance with GAAP and to maintain accountability for its assets; and (ii) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(b) Amdocs shall retain (i) [**] for a period of [**] and (ii) [**] for a period of [**], from the end of [**] during the Term, or such longer period as may be required by law, all records and information required to verify amounts invoiced by Amdocs under this Agreement for such [**].

(c) Amdocs will provide Sprint with information and reports reasonably sufficient for Sprint to confirm that Amdocs' systems, processes and controls employed in providing the Services meet and comply with standards that minimize operational and financial risk at a level and to an extent consistent with the standards of major telecommunications services providers. Amdocs shall, [**] provide Sprint with two copies of all reports prepared by Amdocs relevant to Amdocs' enterprise-wide financial or operational controls or risk management practices, or such controls and practices, including Amdocs' third-party audit report, when such reports pertain to the Services. Amdocs will make available promptly to Sprint, [**] the results of any audit conducted pursuant to Statement of Auditing Standards No. 70 (or any applicable successor thereto) for Amdocs, any of Amdocs' Affiliates or their contractors, agents or representatives relating to Amdocs' operating practices and procedures to the extent related to the Services or Sprint. Sprint and Amdocs will mutually agree upon the scope and degree of the controls to be tested prior to the commencement of any audit under this paragraph.

(d) In addition, Amdocs will cause independent auditors to conduct annually, and make available promptly to Sprint the results of, an audit conducted under Statement of Auditing Standards No. 70 (or any applicable successor thereto) of Amdocs, its Affiliates or their contractors, agents or representatives relating to Amdocs' operating practices and procedures to the extent related to the Services or Sprint. The report prepared shall be a "Type II" report under such standard and the auditors preparing it shall be a firm of certified public accountants that is registered with the Public Company Accounting Oversight Board and is reasonably acceptable to Sprint. Sprint and Amdocs will mutually establish the criteria for and timing of such annual audits, but if Sprint does not specify the timing of any such audits then Amdocs will deliver or arrange for delivery of the results of the audits for the period ending September 30, to be delivered to Sprint prior to December 1 of each calendar year during the term, including any renewal period and the term of any post termination transition services.

(e) If the auditor determines that Amdocs' systems, processes and controls employed in providing the Services contain one or more material weaknesses or significant deficiencies, or otherwise fail to meet and comply in any material respect (that would prohibit Sprint from fulfilling certification obligations required by any law or regulation) with standards that minimize operational and financial risk, Sprint may request and Amdocs will implement [**] all necessary remedial measures within a reasonable timeframe approved by Sprint. Sprint will cause its independent auditors to confirm, at Amdocs' previously agreed expense, that such matters have been corrected. To the extent that Sprint desires that an independent auditor conduct additional SAS No. 70 (Type II) audits other than in accordance with the preceding provisions of this Section it may do so, but such audits will be conducted at Sprint's expense. Sprint will have the right to share SAS No. 70 audit reports, and the certifications provided for under paragraph [**], provided that such resellers are bound by

confidentiality obligations consistent with those set forth in this Agreement and Sprint obtains Amdocs' consent to such sharing of the SAS No. 70 audit reports (such consent not to be unreasonably withheld or delayed).

(f) Amdocs will provide, [**] an annual year-end representation letter, in form and substance reasonably satisfactory to Sprint, that confirms that no material changes have occurred in Amdocs' processes between the period of the delivered SAS 70 report and Sprint's fiscal year end. If significant changes have occurred, Amdocs will be responsible for any additional audit work required in order to provide comfort with the controls around the new or changed process. Such annual representation letter will be delivered within [**] business days of the end of Sprint's fiscal year.

(g) Amdocs shall provide Sprint with commercially reasonable assistance enabling Sprint to meet its audit requirements as set forth in this Section 13.2 (Audits, Records).

(h) Amdocs shall provide to Sprint and its authorized representatives who agree to be bound by obligations of confidentiality similar to those set forth in Section 7 (Confidential Information and Security) (and in the case of Third-Party consultants other than Sprint's independent auditors, who sign a confidentiality agreement with Amdocs containing substantially similar obligations of confidentiality) access to the Data Centers and Amdocs' operations so as to enable Sprint to validate Amdocs' operations relating to the performance of the Services hereunder. Amdocs shall further provide to Sprint's independent auditors, who agree to be bound by obligations of confidentiality similar to those set forth in Section 7 (Confidential Information and Security) access to the pertinent portions of its records and books of accounts to enable Sprint (through such independent auditors) to conduct appropriate validations ("Audits") of Amdocs' invoices to Sprint relating to the performance of Services. Such records and reports shall be maintained by Amdocs at a principal business office and Sprint, upon prior written notice, may examine and make extracts of information and copy parts thereof to the extent necessary for Sprint to validate the accuracy of Amdocs' invoices, at any reasonable time during normal business hours. The Audits shall be for the purpose of validating that:

(i) the charges for all Services are accurate;

(ii) the Services are being provided in accordance with this Agreement and at levels that meet or exceed the CPSs;

(iii) Amdocs is complying with Sprint's policies and security requirements as required under this Agreement;

(iv) Amdocs' compliance with applicable laws or regulations;

(v) any activities of Amdocs that may affect Sprint's internal controls on financial reporting.

(i) Audits shall:

(i) occur no more than once per quarter, unless required to meet Sprint Legal Requirements;

(ii) not be permitted if it materially impact on Amdocs' ability to perform the Services in accordance with the CPSs, unless Sprint relieves Amdocs from meeting the applicable CPSs;

(iii) be conducted expeditiously, efficiently, and at mutually agreed upon business hours; and

(iv) be conducted upon reasonable prior written notice, which normally shall be at least [**] days, but may be less if Amdocs and Sprint agree that certain Audits, such as security Audits, may be conducted upon shorter notice.

(j) Sprint and its auditors shall have access to Amdocs locations to the extent reasonably necessary to Audit Amdocs' performance of the Services, including without limitation, compliance with the security requirements set forth in the Agreement and the Parties will cooperate in good faith to protect the interests and privacy of other Amdocs customers served from such locations.

(k) Sprint shall be permitted to designate a Third Party auditor (who is not an Amdocs Competitor) to perform the Audit, at Sprint's expense on a non-contingent basis, provided such Third Party auditor agrees to be bound by confidentiality obligations similar to those set forth in Section 7 (Confidential Information and Security).

(l) If an Audit demonstrates that Amdocs' invoices for the Services for the audited period were not correct, Amdocs shall promptly credit Sprint for the amount of any paid overcharges, or Sprint shall promptly pay Amdocs for the amount of any undercharges. In the event that any Audit reveals an overcharge greater than [**] percent ([**]%) for the audited period, Amdocs shall pay the direct expenses associated with such Audit.

(m) Amdocs shall incorporate this paragraph verbatim into any agreement it enters into with any Subcontractor providing Services under this Agreement, changing it only to substitute the name of the Subcontractor for that of Amdocs.

13.3 Data Privacy

In performing their obligations hereunder, the Parties agree to comply with the data privacy requirements set forth in Schedule Y (Privacy and Security Attachment).

13.4 Force Majeure

(a) As used herein, "Force Majeure Event" shall mean a cause beyond the reasonable control of a non-performing Party, including but not limited to acts of God, act of

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governmental body or military authority, fire, explosion, power failure, flood, epidemic, riot or civil disturbance, war, sabotage, accidents, insurrections, blockades, embargoes, storms, labor disputes, earthquakes, elements of nature, terrorism, rebellions or revolutions in the United States, or similar event; provided, however, that "Force Majeure Event" expressly excludes the following: any event that Amdocs could reasonably have prevented by testing, work-around, or other exercise of diligence, including (but not limited to) any failure to provide Services in accordance with the provisions of this Agreement as a result of any power failure that could have been prevented by access to redundant power supplies; any strike, walkout, or other labor shortage that could have been prevented by automation of functions necessary to provide the Services; any failure of any system, facilities, or hardware that could have been prevented by testing, and any cause or event caused by the negligence of a Party or a breach by a Party of this Agreement.

(b) Neither Party will be liable for any default or delay in the performance of its obligations (including but not limited to Default), to the extent that such default or delay is caused, directly or indirectly, by a Force Majeure Event. However, the Party suffering the Force Majeure Event shall have a duty to mitigate the effects of the Force Majeure Event (to the extent such Force Majeure Event does not prevent such mitigation) and shall not be entitled to damages or reimbursement for its losses or additional costs suffered as a result of the Force Majeure Event.

(c) If a Force Majeure Event is the material contributing cause of a Party's failure to perform any of its obligations hereunder, such obligations, after notification by such Party to the other Party, shall be deemed suspended to the extent such obligations are directly affected by such Force Majeure Event, until the Force Majeure Event has ended and a reasonable period of time for overcoming the effects thereof has passed; provided, however, that if a Force Majeure Event results in Amdocs being unable to perform during any period any or all of the Services in accordance with the terms hereof, Sprint shall: (i) not be required to pay for any such Services which Amdocs is unable to perform; (ii) be entitled, without the payment of the fees described in Section 6.2.1 (For Convenience), to engage an alternate provider, on an interim basis, to perform the Services that Amdocs is unable to perform as a result of the Force Majeure Event until such time as Amdocs is able again to perform the Services in accordance with the terms hereof; (iii) be entitled to benefit from a share of Amdocs' resources devoted to returning Amdocs to full performance of all Services hereunder, that is [**] the share of such resources that Amdocs allocates to other of its customers with whom it has agreements that are similar to this Agreement; and (iv) have the right to terminate this Agreement in accordance with the terms of Section 6.2.3 (Termination for Force Majeure Event). Both Parties shall use their best efforts to minimize delays that occur due to a Force Majeure Event; provided, however, that this Section shall not be construed so as to require Amdocs to provide disaster recovery services beyond those described in the in the Disaster Recovery Plan as such Disaster Recovery Plan may be revised from time to time by agreement of the Parties.

(d) This Section does not affect Amdocs' obligation to provide the disaster recovery services to the extent set forth in the Disaster Recovery Plan, provided that the

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Force Majeure Event does not prevent the provision of such disaster recovery services by Amdocs.

13.5 Freedom of Action

(a) 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 Sprint's patent rights or copyrights, misappropriate or use in any manner Sprint's Confidential Information.

(b) Amdocs personnel providing Services to Sprint under the Agreement may perform similar services for others, and may use the Customized Materials to the extent permitted under Section 8 (Intellectual Property Rights), but only so long as those Amdocs personnel shall not use or convey any of Sprint's Confidential Information (including any such Confidential Information contained, if any, in the Customized Materials) or (ii) violate the restrictions on the use of iDEN Customizations contained in Section 8.1.2(e) (iDEN Customizations).

13.6 Governing Law and Jurisdiction

(a) The laws of the State of New York 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.

(b) Except as specifically otherwise provided under this Agreement, any dispute under this Agreement that cannot be resolved amicably through the escalation procedure described in Section 4.6 (Dispute Resolution) hereof, including but not limited to any proceeding regarding the rights, duties, and obligations arising under, or relating in any manner to, the subject matter of this Agreement, shall be referred to and resolved by arbitration, under the rules of the CPR Institute for Dispute Resolution's ("CPR") Rules for Non-Administered Arbitration of Business Disputes then prevailing, and pursuant to the requirements or this Section 13.6 (Governing Law And Jurisdiction). If the CPR Rules and the provisions of this Agreement conflict, this Agreement shall govern. Each arbitrator shall have at least five years of experience in international business. The arbitration shall be conducted in New York City by three Arbitrators and the language of the arbitration shall be English. The Arbitrator shall be appointed by agreement of the Parties; in the event that the Parties fail to agree upon the appointment of the Arbitrator within [**] days after a notice of arbitration is given by either Party to the other, then the Arbitrator shall be selected and appointed at the request of either Party by the CPR. The Arbitrators' decisions shall be based upon the provisions of this Agreement, including, but not limited to, the provisions of Section 6 (Term and Termination), Section 10 (Limitation of Liability; Remedies), and Section 11 (Warranty). The Arbitrators shall have no power or authority to make or issue orders of any kind except as permitted by this Agreement. The Arbitrators will be required to furnish, promptly upon conclusion of the arbitration, a written decision, setting out the reasons for the decision. The decision of the Arbitrator shall be final and binding on the Parties, shall not be subject to appeal, and shall be

enforceable by either party in any court of competent jurisdiction. Judgment on the award or any other final or interim decision rendered by the tribunal may be entered, registered or filed for enforcement purposes in any court having jurisdiction thereof. Each party will bear its own expenses and an equal share of the expenses of a third arbitrator and the fees, if any, of the CPR.

(c) The Parties waive the right to a jury trial of any issue that is properly the subject of arbitration under this Agreement.

(d) Nothing in the Agreement affects any statutory rights that cannot be waived or limited by contract under applicable law.

13.7 Risk of Loss

Sprint is responsible for risk of loss of and damage to equipment owned, leased, or rented by Amdocs that is located on Sprint's premises and any loss of and damage to software owned by or licensed to Amdocs that is in Sprint's possession at the time of such loss or damage. Amdocs is responsible for risk of loss of and damage to equipment owned, leased, or rented by Sprint that is located on Amdocs' premises and any loss of and damage to software owned by or licensed to Sprint that is in Amdocs' possession at the time of such loss or damage.

13.8 Interpretation

Amdocs and Sprint drafted and negotiated the Agreement jointly, and such Agreement shall be construed neither against nor in favor of either, but rather in accordance with its fair meaning. Time is of the essence in the performance of Amdocs obligations hereunder.

13.9 Modifications

(a) Modifications to this Agreement may be made only by a written amendment signed by authorized representatives for each of the Parties.

(b) Any terms on any order or written understanding that are not signed by Amdocs and Sprint are void. Any pre-printed terms that may appear on Amdocs' invoices or any of Sprint's documents which add to, vary from or conflict with the provisions of this Agreement shall be void.

(c) Modifications in any other form are void.

13.10 Notifications and Approvals

(a) Any notification, demand or communication which under the terms of this Agreement or otherwise must or may be given or made by Amdocs or Sprint shall be in writing and shall be: (i) given in person, (ii) made by any delivery (courier) services requiring

signature of receipt or by fax, addressed or transmitted as the case may be, to the respective Parties' addresses specified below, or (iii) sent by local postal services as provided below.

       (b) Amdocs and Sprint may also communicate with each other for their day-to-day project activities and management to be performed under this Agreement by electronic means. 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.

       (c) Unless specified otherwise in the Agreement, when either Party is required to provide notice to the other, such notice shall be deemed given upon the earlier of:

       (i) when delivered within the same country, upon the earlier of:

       (1) the day of receipt, if delivered in person or electronically;

       (2) the first business day after being given to an express courier with a reliable system for tracking delivery or the transmission by fax and receipt by the sender of a confirmation of transmission showing successful completion of the transmission; or

       (3) the third business day after the date of mailing, when using local postal services, registered or certified mail (airmail or first class mail), return receipt requested, postage prepaid; and

       (ii) when delivered to Amdocs or Sprint in a different country:

       (1) in person, electronically or by fax, the same as above; or

       (2) 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 Sprint shall provide notifications under this Agreement to the following:

      For termination, breach, or default:

      If to Amdocs:

      AMDOCS SOFTWARE SYSTEMS LIMITED
      1ST Floor, Block S
      East Point Business Park Dublin 3, Ireland
      Telephone: _____
      Fax: _____
      Attention: _____

With copies to:

          Amdocs Management Limited
          Legal Department
          8 Hapnina Street
          Ra'anana 43000
          Israel
          Telephone: 972-9-776-5131
          Fax: 972-9-776-3742
          Attention: General Counsel

          If to Sprint:

          Sprint/United Management Company
          6200 Sprint Parkway
          Overland Park, KS 66251-6117
          Attention: Vice President, Customer Billing Services
          Telephone: _____
          Facsimile: _____

          With a copy to the attention of Supply Chain Management addressed as
follows:

          2002 Edmund Halley Drive
          Reston, Virginia 20191
          Attention: Director, Supply Chain Management (IT)
          Telephone: (703)433-4000
          Fax: (703)433-4035

          And an additional copy to the attention of Sprint's counsel addressed
as follows:

          2001 Edmund Halley Drive
          Reston, Virginia 20191
          Attention: Vice President, Legal (Commercial)
          Telephone: (703)433-4000
          Fax: (703)433-4035

          For all other notices:

          If to Amdocs:

          AMDOCS SOFTWARE SYSTEMS LIMITED
          1ST Floor, Block S
          East Point Business Park Dublin 3, Ireland
          Telephone: _____

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            Fax: _____
            Attention: _____
            e-mail: _____


            With copies to:

            Amdocs Management Limited
            Legal Department
            8 Hapnina Street
            Ra'anana 43000
            Israel
            Telephone: 972-9-776-5131
            Fax: 972-9-776-3742
            Attention: General Counsel


            If to Sprint:

            Sprint/United Management Company
            6200 Sprint Parkway
            Overland Park, KS 66251-6117
            Attention: Vice President, Customer Billing Services
            Telephone: _____
            Facsimile: _____


            With a copy to the attention of Supply Chain Management addressed as
follows:

            2002 Edmund Halley Drive
            Reston, Virginia 20191
            Attention: Director, Supply Chain Management (IT)
            Telephone: (703)433-4000
            Fax: (703)433-4035


            And an additional copy to the attention of Sprint's counsel addressed
as follows:

            2001 Edmund Halley Drive
            Reston, Virginia 20191
            Attention: Vice President, Legal (Commercial)
            Telephone: (703)433-4000
            Fax: (703)433-4035


                  (d) Either Party may change its address, phone, and facsimile
numbers for notification purposes by giving the other prior written notice of
the new information and its effective date.
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13.11 Publicity

(a) Each Party must obtain the other's prior written consent before publicly using any advertising, written sales promotion, press releases, or other publicity matters relating to the Agreement or in which the other's name is used or may reasonably be inferred which consent shall not be unreasonably withheld; provided, however, that the Parties agree that Amdocs during the Term may publicly refer to Sprint as its customer, and refer to the existence of this Agreement (but not disclose any of the contents hereof).

(b) Notwithstanding paragraph (a) above, 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:

(i) on employee bulletin boards;

(ii) in internal business planning documents;

(iii) in its annual report to stockholders; and

(iv) whenever necessary to comply with generally accepted accounting principles or applicable laws.

(c) The Parties agree that, upon the execution of this Agreement, Sprint 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 Sprint and Amdocs.

13.12 Relationship, Subcontractors

(a) This Agreement shall not be construed as:

(i) constituting either Party to be a partner of the other;

(ii) creating any form of legal association between Sprint and Amdocs that would impose liability upon one for the act or failure to act of the other, or any form of a fiduciary relationship or duty between Amdocs and Sprint; or

(iii) granting Sprint or Amdocs the right, power, or authority (express or implied) to create any duty or obligation for the other.

(b) Amdocs may perform its obligations hereunder as follows: (i) through any Subsidiaries of Amdocs' ultimate parent corporation, without the need to request Sprint's consent; (ii) through Amdocs ultimate parent corporation without the need to request Sprint's consent; or (iii) through the use of Amdocs-selected independent contractors, including hardware and software vendors; provided, however, that Amdocs shall not perform in excess of [**] percent ([**]%) of the Services (determined on the basis of actual hours worked and actual

headcount during any month of the Term) using such Amdocs-selected contractors without the prior written consent of Sprint, which consent shall not be unreasonably withheld, and in all events, subject to such entities being bound by confidentiality obligations similar to those set forth in Section 7 (Confidential Information and Security) hereof. Amdocs shall not be relieved of its obligations under this Agreement by use of any Subcontractors, including its obligations herein with respect to performance standards service levels and quality. All Amdocs Subcontracts (including purchase orders) shall specify that the Subcontractor is, to the extent applicable, subject to, and bound by, all of the duties and obligations of Amdocs under this Agreement. Amdocs shall be responsible for supervising the activities and performance of each Subcontractor and shall be jointly and severally responsible with each Subcontractor for any act or failure to act of such Subcontractor. If Sprint determines in good faith that the performance or conduct of any Amdocs Subcontractor is unsatisfactory, Sprint may notify Amdocs of its determination in writing, indicating the reasons therefor, in which event Amdocs shall promptly take all necessary actions to remedy promptly the performance or conduct of such Subcontractor or to replace such Subcontractor by another Third Party or by Amdocs personnel. Upon Sprint's request, Amdocs shall promptly provide to Sprint, for Sprint's review, a copy of any material contract between Amdocs and a Subcontractor of Amdocs that relates to the performance of the Services hereunder provided that any such contracts shall be considered "Confidential Information" hereunder; and provided, further, that except with respect to the [**] Pass Through Agreement, Amdocs shall be permitted to redact any pricing information contained in such contracts prior to providing them to Sprint. Amdocs covenants that its arrangements with Subcontractors shall not prohibit or restrict such Subcontractors from entering into direct agreements with Sprint.

13.13 Severability

If any provision of the Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions of the Agreement shall not in any way be affected or impaired, and the invalid, illegal, or unenforceable provision shall be restated to reflect the original intentions of Sprint and Amdocs under the Agreement as nearly as possible in accordance with applicable laws.

13.14 Survival

Any terms of the Agreement that by their nature extend beyond its expiration or termination shall remain in effect until fulfilled, including Section 1 (Transition; Original Agreement); Section 7 (Confidential Information and Security), Section 13.6 (Governing Law And Jurisdiction), Section 9 (Indemnification and Insurance), Section 8 (Intellectual Property Rights), Section 10 (Limitation of Liability; Remedies), Section 5.3 (Reporting, Invoicing and Payment), Section 13.14 (Survival), Section 13.15 (Third Party Beneficiaries), and Section 11 (Warranty), as well as any specific limitations period.

13.15 Third Party Beneficiaries

SPRINT/UNITED MANAGEMENT COMPANY
AMENDED AND RESTATED CUSTOMER CARE AND BILLING SERVICES AGREEMENT   CONFIDENTIAL

This Agreement does not create any benefits, rights, claims, obligations, or causes of action in, to, or on behalf of, any person or entity (including Affiliates, Third Parties, or Subcontractors) other than to Sprint and Amdocs under the Agreement, except as set forth in Section 9 (Indemnification and Insurance) and Section 10 (Limitation of Liability; Remedies).

13.16 Waiver

The exercise or waiver, in whole or in part, of any right, remedy, or duty provided for in this Agreement shall not constitute the waiver of any prior, concurrent, or subsequent right, remedy, or duty within the Agreement.

13.17 Captions; Section Numbers

Captions, Tables of Contents, Indices of Definitions, and Schedule and Exhibit titles are used herein for convenience only and may not be used in the construction or interpretation of this Agreement. Any reference herein to a particular Section number (e.g., "Section [___]"), shall be deemed a reference to all Sections of this Agreement that bear sub-numbers to the number of the referenced Section (e.g., Sections [___], [___], etc.).

13.18 Counterparts

This Agreement may be executed in duplicate counterparts. Each such counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless nor until at least one counterpart bears the signatures of both parties' designated signatories.

13.19 Entire Agreement

The terms and conditions contained in this Agreement constitute the entire Agreement between Sprint and Amdocs with respect to the subject matter hereof and supersede all prior oral and written quotations, communications, representations, agreements and understandings of the Parties with respect to the subject matter hereof (including but not limited to the Letter of Agreement between the Parties dated [**].

13.20 Order of Precedence

In the event of conflict in substance or impact between this Agreement and any Schedule, Attachment, or Exhibit, the Agreement controls, subject to the right of Sprint and Amdocs to mutually amend the Agreement and Attachments, Exhibits, and Schedules as set forth herein.

(signature page follows)

SPRINT/UNITED MANAGEMENT COMPANY
AMENDED AND RESTATED CUSTOMER CARE AND BILLING SERVICES AGREEMENT   CONFIDENTIAL

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

SPRINT/UNITED MANAGEMENT COMPANY   AMDOCS SOFTWARE SYSTEMS LIMITED

By: /s/ Paul Saleh   By: /s/ JC Mottershead-Needs
    --------------------------------   ------------------------------------
Name: Paul Saleh   Name: JC Mottershead-Needs
Title: CFO   Title: Assistant General Manager

And for the sole purpose of the
assignment of the Original Agreement to
Sprint set forth in Section 1
(Transition; Original Agreement):

NEXTEL FINANCE COMPANY

By: /s/ Paul Saleh

Name: Paul Saleh
Title: CFO

                    SCHEDULE A - CUSTOMIZED PRODUCT FUNCTIONALITY,
                IMPLEMENTATION AND CONVERSION ROLES & RESPONSIBILITIES

This Schedule A to the Agreement summarizes the scope of functionality Amdocs
shall provide to Sprint through the implementation of the Customized Product.
Section A1 summarizes the scope of functionality that Amdocs shall provide,
while Section A2 summarizes the roles and responsibilities of both Amdocs and
Sprint with regard to full implementation of the Customized Product and complete
conversion of all customers and data currently served by Sprint customer care
and billing systems to the Customized Product. Capitalized terms used herein
without definition are used as defined in the Amended and Restated Customer Care
and Billing Services Agreement to which this Schedule A is attached. References
to Appendices herein refer to the Appendix A through Appendix I attached hereto.

A1. FUNCTIONAL SCOPE

      A1.1. OVERVIEW

The CTA Functionality shall include (i) the Customized Product under the
Original Agreement (i.e., Ensemble iDEN) and its robust capabilities; (ii) all
of the functionality requested in the RFO and agreed to by Amdocs in its
response to the RFO; and (iii) any other functionality mutually agreed to by the
Parties in an Implementation Services Order to be CTA Functionality.

      A1.2. BASELINE LEGACY SPRINT AND NEXTEL FUNCTIONALITY

CTA Functionality referred to in clause (i) above includes the existing Nextel
billing and care platform, including all existing Nextel features, functions,
and services and shall conform to Schedule C (Creditable Performance
Specifications).

CTA Functionality referred to in clause (ii) above includes support for each of
the products required to address the legacy Sprint functionality and listed on
Appendix A attached hereto.

CTA Functionality also includes support for the business processes that are
identified in Appendix B and which were included in the RFO [**] and agreed to
by Amdocs [**]

      A1.3. INITIAL RELEASE FUNCTIONALITY

Sprint and Amdocs have worked together to further clarify the portion of
CTA Functionality to be implemented as part of the Initial Release.

The Parties shall finalize the identification of the CTA Functionality to be
implemented in the Initial Release in the Implementation Services Order
applicable to the Initial Release.

A1.4. ADDITIONAL RELEASE FUNCTIONALITY

Amdocs shall provide all CTA Functionality not included in the Initial Release in the other CTA Releases subsequent to the Initial Release. Sprint and Amdocs will work together to further clarify and specify the CTA Functionality to be implemented in each CTA Release and document the same in the applicable Implementation Services Order.

In addition to the CTA Functionality, Amdocs shall provide additional functionality to address specific product requirements to meet Sprint's ongoing business needs. This additional functionality, referred to as In-Flight Projects, is specified in Appendix E to this Schedule A. Each Implementation Services Order shall further specify the requirements for each In-Flight Project and the Release in which such In-Flight Project shall be completed. [**] (Charges).

A2. IMPLEMENTATION AND CONVERSION

This section summarizes the deliverables, roles, and responsibilities of both Amdocs and Sprint with regard to implementation of the CTA Functionality and the In-Flight Projects and conversion and migration of the legacy Sprint customers to the Customized Product.

A2.1. OVERVIEW

This section summarizes the scope of Amdocs' responsibility for the definition, design, implementation, testing, conversion, migration, and post-conversion support required to fully realize the business objectives and functional scope of the Customized Product.

Amdocs shall perform the services required to convert and migrate all customers and equipment serviced by the legacy billing and care systems (i.e. the Customized Product [**]) to the Customized Product. Such services constitute "Services" under the Agreement. The converted subscribers will be all active subscribers in Sprint's legacy billing systems at the time of conversion. [**] Customized Product [**]. Extract data files will be provided to Amdocs by Sprint. Amdocs will be responsible for its scope of service in the conversion process [**]. Sprint will be responsible for providing the extract data files.

As the implementation of the Customized Product is a significant development and testing effort, for every Release, Amdocs shall conform to the Amdocs' software lifecycle development methodology described in Appendix F and shall develop and deliver all deliverables required by such methodology, including the deliverables for each Release identified in Appendix F. [**].

[**].

Attached as Appendix I to this Schedule A are the Amdocs and Sprint roles and responsibilities relating to implementation of the Customized Product and the conversion

Schedule A

of all customers and data currently served by Sprint customer care and billing
systems to the Customized Product.

[**]

Schedule A

APPENDIX A - LEGACY SPRINT PRODUCT FUNCTIONALITY

Attached is the product list as agreed on 1/3/2006

Confidential Materials omitted and filed separately with the
Securities and Exchange Commission.

[**]

APPENDIX B - REQUIRED BUSINESS PROCESSES

PROCESS AREA	BUSINESS PROCESS	HIGH-LEVEL DESCRIPTION	SCENARIO 2 X=INCLUDED, OTHERWISE EXCLUDED
RELATIONSHIP MANAGEMENT	Order Entry	[**]	[**]
	Contract Management	[**]	[**]
	Customer Notifications	[**]	[**]
	Call Center Management	[**]	[**]
	Personalization Engine	[**]	[**]
	Application Helpdesk	[**]	[**]
	Churn Management	[**]	[**]
	3rd Party Identification	[**]	[**]
	Performance Management	[**]	[**]
	3rd Party Notifications	[**]	[**]
	3rd Party Integration	[**]	[**]
	3rd Party Maintenance	[**]	
	Customer Care: Self Care	[**]	[**]
	Customer Care: Call Center	[**]	[**]
	Customer Care: Account Teams	[**]	[**]
	Case Management	[**]	[**]
SERVICE PROVISIONING	Order Management	[**]	[**]
	Emergency Services	[**]	[**]
	Provisioning Gateways	[**]	[**]
	Number / Resources Admin	[**]	[**]
	Wireless Number Portability	[**]	[**]
FULFILLMENT	Inventory Management	[**]	[**]
	Distribution	[**]	[**]
	Equipment Warranty	[**]	[**]
	Equipment Returns	[**]	[**]
	Repairs Management	[**]	

Schedule A

			SCENARIO 2 X=INCLUDED,
PROCESS AREA	BUSINESS PROCESS	HIGH-LEVEL DESCRIPTION	OTHERWISE EXCLUDED
------------	----------------	-----------	----------
	Warehouse Management	[**]	[**]
BILLING, INVOICING &	Prepaid	[**]	[**]
SETTLEMENT	Payment Services	[**]	[**]
	Product/Pricing/Plan Definition	[**]	[**]
	Detailed Event Collection	[**]	[**]
	Mediation	[**]	[**]
	Traffic Management	[**]	[**]
	Rating, Discounting and Promotions	[**]	[**]
	Taxes & Surcharges	[**]	[**]
	Bill Calculation	[**]	[**]
	Invoice Formatting	[**]	[**]
	Invoice Printing /		[**]
	Distribution	[**]	
	Collections	[**]	[**]
	Fraud Detections	[**]	[**]
	Payment Processing	[**]	[**]
THIRD PARTY (CONTENT)	Rating	[**]	[**]
BILLING / INVOICING /	Promotions	[**]	[**]
SETTLEMENT	Taxes & Surcharges	[**]	[**]
	Invoice Production & Distribution	[**]	[**]
	Settlement	[**]	[**]
	Collections	[**]	[**]
	Payment Processing	[**]	[**]
WHOLESALE BILLING/	Detailed Event Collection	[**]	[**]
INVOICING/ SETTLEMENT	Mediation	[**]	[**]
	Rating	[**]	[**]
	Taxes & Surcharges	[**]	[**]
	Bill Calculation	[**]	[**]

Schedule A

PROCESS AREA	BUSINESS PROCESS	HIGH-LEVEL DESCRIPTION	SCENARIO 2 X=INCLUDED, OTHERWISE EXCLUDED
	Invoice Formatting	[**]	[**]
	Invoice Printing / Distribution	[**]	[**]
	Settlement	[**]	[**]
ERP ADMINISTRATION	HR	[**]	[**]
	Finance	[**]	[**]
	Logistics	[**]	[**]
	Accounts Receivable	[**]	[**]
	Financial Reporting	[**]	[**]
REVENUE ASSURANCE /	Market & Field Operations	[**]	[**]
INFRASTRUCTURE	Network Operations	[**]	[**]
	Billing Operations	[**]	[**]
	External Interfaces	[**]	[**]
	System Controls	[**]	[**]
	Reporting	[**]	[**]

APPENDIX C - RESERVED

APPENDIX D - RESERVED

APPENDIX E - IN-FLIGHT PROJECTS

The "In-Flight Projects" are as listed below and as further described in the
attached detailed solution proposal document:

ITEM	DOCUMENT SECTION	PROJECT NAME	COMMENTS	PROPOSED TIMELINE
1	[**]	[**]	[**]	[**]
2	[**]	[**]	[**]	[**]
3	[**]	[**]	[**]	[**]
4	[**]	[**]	[**]	[**]
5	[**]	[**]	[**]	[**]
6	[**]	[**]	[**]	[**]
7	[**]	[**]	[**]	[**]
8	[**]	[**]	[**]	[**]
9	[**]	[**]	[**]	[**]
10	[**]	[**]	[**]	[**]
11	[**]	[**]	[**]	[**]

APPENDIX E - IN-FLIGHT PROJECTS

                Confidential Materials omitted and filed separately with the
                            Securities and Exchange Commission.

Attached is the detailed solution proposed by Amdocs for each In-Flight Project:

The column "Document Section" refers to the section within the detailed solution
applicable to each In-Flight Project.

APPENDIX E - IN-FLIGHT PROJECTS

December 8th-16th 2005

Table of Contents

Introduction

The telecom industry is undergoing profound change. The competitive landscape is becoming fiercer than ever; many new entrants assisted by technologies and new distribution channels are challenging the traditional market players; market incumbents are going through a wave of consolidation in order to maintain market dominance and to leverage their joint assets to achieve return to scale, continued growth and profitability; and Next Generation services are emerging at a rapid pace based on advanced networks, advanced handsets and new technologies.

Each of these factors are aimed at enabling ubiquitous communications and round the clock connectivity for customers.

The merger of the former Sprint and Nextel places the new company in a strong position to strengthen its market dominance. The merged companies' networks, market position and customer-base assets are recognized worldwide. At the same time, the merger introduces new challenges both in terms of delivering on the promised synergies as well as continuing to cater to customer needs. To excel in this rapidly evolving environment, Sprint needs to have robust operations which rely on state of the art systems. It must also demonstrate innovation and flexibility in its approach towards rapidly launching numerous advanced services.

Sprint is now embarking on a journey that includes multiple project initiatives each aimed at fulfilling different business needs and involving numerous solutions and extensive knowledge and expertise. Amdocs believes that it is best equipped to act as a partner for Sprint in expanding its business and meeting its business challenges. With our vision of integrated customer management, we understand that the customer is at the center of the business and we are able to provide the supporting products and services that will best cater to Sprint's current and future needs.

Amdocs to date has had a long and fruitful relationship with both Sprint and the former Nextel. Our industry knowledge and joint vision of the future will allow us to continue to jointly lead the market in terms of innovation, customer service and operational efficiencies.

APPENDIX E - IN-FLIGHT PROJECTS

APPENDIX F - AMDOCS RELEASE DELIVERABLES MAPPED TO [**]
[**]

Note: [**]

AMDOCS DELIVERABLES BY PHASE

The following diagram shows the Amdocs document deliverables for each phase of
the release life cycle. (For a description of each deliverable, refer to the
following table.)

    [**]

    The table below summarizes key implementation activities and the
anticipated leader of the respective area.

PHASE	ACTIVITY	Sprint	Amdocs
SCOPING/ANALYSIS	Requirements confirmation	[**]	[**]
& REQUIREMENTS	LOE as required		[**]
	Detailed Walk Through (DWT)	[**]	[**]
	High Level Estimation Preparation		[**]
	Provide High Level Estimation to Sprint	[**]	[**]
DESIGN	High Level design		[**]
	IA Preparation + Internal Reviews		[**]
	IA Walk through (IAW) with Sprint	[**]	[**]
	Revised IA and Delivery		[**]
DEVELOPMENT	Detailed Design		[**]
	Programming	[**]	[**]
	Subsystem Test		[**]
CONVERSION	Gap Analysis		[**]
	Hardware & Infrastructure		[**]
	PP Mapping	[**]	[**]
	Extract		[**]
	Mock Testing		
	Implementation		[**]
TESTING	System Test		[**]
	UAT Support	[**]	[**]
	PLAB		[**]
	Bill Validation		[**]
	ITV		[**]

APPENDIX F - AMDOCS RELEASE DELIVERABLES MAPPED TO [**]

PHASE   ACTIVITY   Sprint Amdocs
- --------------------------- -------------------------------------- ------ ------

                              Usage Validation   [**]
IMPLEMENTATION   Workforce Readiness Review   [**]   [**]
                              Business Readiness Review   [**]   [**]
                              User Communications   [**]   [**]
                              Implementation   [**]
                              Deployment Kick-offs   [**]
POST-LAUNCH   Production Support   [**]
                              Lesson Learned   [**]   [**]

[**]

APPENDIX G - RESERVED

APPENDIX H -RELEASE AND CONVERSION MILESTONES

IN ADDITION TO ACCEPTANCE TESTING AS PROVIDED IN THE AGREEMENT, THE FOLLOWING
MILESTONE DEFINITIONS REPRESENT THE FINAL MILESTONE FOR EACH RELEASE AND EACH
CONVERSION, AS WELL AS THE FINAL CONVERSION MILESTONE. EACH IMPLEMENTATION
SERVICES ORDER SHALL DEFINE THE MILESTONES APPLICABLE TO THE RELEASE UNDER SUCH
IMPLEMENTATION SERVICES ORDER, WHICH SHALL AT A MINIMUM INCLUDE THESE MILESTONES
(UNLESS OTHERWISE AGREED TO BY SPRINT).

A RELEASE MILESTONE is deemed to be complete upon [**] in accordance with
Section 4.5 (Acceptance Testing) of the Agreement.

A CONVERSION MILESTONE is deemed to be complete when each of the following have
been received and approved by Sprint:

1.[**]
2.[**]
3.[**]

The FINAL CONVERSION MILESTONE is as defined in the Agreement.

APPENDIX I - INTERIM ROLES & RESPONSIBILITIES MATRIX.

This appendix defines Amdocs and Sprint roles and responsibilities relating to Implementation of the Customized Product and Conversion of the legacy Sprint customers to the Unified Billing Platform Matrix (collectively, the "Interim Roles and Responsibilities Matrix") that apply in addition to the roles and responsibilities set forth in Schedule B (Roles and Responsibilities). Amdocs will provide all of these services in support of Implementation and Conversion for the fees listed within Schedule D.

The Interim Roles and Responsibilities Matrix will apply to the time period until first roll-out, and for all activities associated with the continued roll-out of additional markets, but does not apply to the on-going maintenance of each market, once converted. The level of each Party's responsibility with respect to each of the obligation's set forth in the Roles and Responsibilities Matrices is specified by the insertion of the letter "O", "P" or "V" adjacent to such obligation and beneath such Party's name. The letter "O" indicates that a Party "owns" overall and ultimate accountability for completion of a task. The letter "P" indicates that a Party has a "Participation" role with respect to a task, and that a Party designated "O" may require such Party 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. Both parties will communicate in an on-going fashion when the "P" is a necessity. 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 right to have an input or any obligation with respect to a task.

APPENDIX I - INTERIM ROLES & RESPONSIBILITIES MATRIX.

I-1		COST TO ACHIEVE (CTA) ROLES & RESPONSIBILITIES	SPRINT	AMDOCS	NOTES
					[**]
I-1.1.1	-	Identify [**]	[**]	[**]	
I-1.1.2	-	[**]	[**]	[**]	
I-1.1.3	-	[**]	[**]	[**]	

APPENDIX I - INTERIM ROLES & RESPONSIBILITIES MATRIX.

I-2		TRAINING [**]	SPRINT	AMDOCS	NOTES
---		---	------	------	------------------------
I-1.2.1	-	DEVELOP [**] MATERIALS			
I-1.2.2	-	PLANNING AND ANALYSIS			
I-1.2.2.1		- Provide [**]			
			[**]	[**]	
I-1.2.2.2	-	Provide [**]	[**]	[**]	
I-1.2.2.3		- Map [**]	[**]	[**]	
I-1.2.2.4		- Provide [**]	[**]	[**]	
I-1.2.2.5		- Create [**]	[**]	[**]	
I-1.2.2.6		- Define [**]	[**]	[**]	
I-1.2.2.7		- Define [**]	[**]	[**]	
I-1.2.2.8		- Develop [**]	[**]	[**]	
I-1.2.3	-	TRAIN THE TRAINER DEVELOPMENT			
I-1.2.3.1	-	CREATE DEVELOPMENT PROJECT PLAN			
I-1.2.3.1.1		- Assign [**]	[**]	[**]	
I-1.2.3.1.2		- Define [**]	[**]	[**]	
I-1.2.3.1.2.1		- [**]	[**]	[**]	

APPENDIX I - INTERIM ROLES & RESPONSIBILITIES MATRIX.

I-2	TRAINING [**]		SPRINT	AMDOCS	NOTES
I-1.2.3.1.2.2	-	[**]	[**]	[**]	
I-1.2.3.1.2.3	-	[**]	[**]	[**]	
I-1.2.3.1.3	-	[**]	[**]	[**]	
I-1.2.3.1.4	-	[**]	[**]	[**]	
I-1.2.3.1.5	-	[**]	[**]	[**]	
I-1.2.3.1.6	-	[**]	[**]	[**]	
I-1.2.4	-	TRAINING ENVIRONMENT			
I-1.2.4.1	-	Define [**]	[**]	[**]	
I-1.2.4.2	-	Maintain [**]	[**]	[**]	
I-1.2.4.3	-	Create and maintain [**]	[**]	[**]	
I-1.2.4.4	-	Train [**]	[**]	[**]	
I-1.2.5	-	PLANNING			
I-1.2.5.1	-	Schedule [**]	[**]	[**]	
I-1.2.5.2	-	Schedule [**]	[**]	[**]	
I-1.2.5.3	-	Prepare [**]	[**]	[**]	

APPENDIX I - INTERIM ROLES & RESPONSIBILITIES MATRIX.

I-2	TRAINING [**]		SPRINT	AMDOCS	NOTES
I-1.2.5.4	-	Assign [**]	[**]	[**]	
I-1.2.5.5	-	Monitoring [**]	[**]	[**]	
I-1.2.6	-	TRAINING DELIVERY			
I-1.2.6.1	-	Deliver [**]	[**]	[**]	
I-1.2.6.2	-	[**]	[**]	[**]	
I-1.2.6.3	-	[**]	[**]	[**]	
I-1.2.7	-	UPDATE UBP MATERIALS FOR RELEASES [**]			
I-1.2.7.1	-	PLANNING AND ANALYSIS			
I-1.2.7.1.1	-	Assess [**]	[**]	[**]	
I-1.2.7.1.2	-	Update [**]	[**]	[**]	
I-1.2.7.2	-	DEVELOPMENT			
I-1.2.7.2.1	-	[**]	[**]	[**]	
I-1.2.7.2.2	-	[**]	[**]	[**]	
I-1.2.7.2.3	-	[**]	[**]	[**]	
I-1.2.7.2.4	-	[**]	[**]	[**]	
I-1.2.7.2.5	-	Develop [**]	[**]	[**]	

APPENDIX I - INTERIM ROLES & RESPONSIBILITIES MATRIX.

I-2		TRAINING [**]	SPRINT	AMDOCS	NOTES
- -------------	---	--	------	------	------------------------
I-1.2.7.3	-	TRAINING ENVIRONMENT			
I-1.2.7.3.1	-	Update [**]	[**]	[**]	
I-1.2.7.3.2	-	Upgrade [**]	[**]	[**]	
I-1.2.7.4	-	RELEASES TRAIN THE TRAINER DELIVERY			
I-1.2.7.4.1	-	Deliver [**]	[**]	[**]	
I-1.2.7.4.2	-	Provide [**]	[**]	[**]	
I-1.2.7.4.3	-	[**]	[**]	[**]	

APPENDIX I - INTERIM ROLES & RESPONSIBILITIES MATRIX.

I-1.3		[**] CONVERSION ROLES & RESPONSIBILITIES	SPRINT	AMDOCS	NOTES
- -------------	-	---	------	------	-----
					[**]
I-1.3	-	DATA CLEANSING			
I-1.3.1	-	Analyze [**]	[**]	[**]	
I-1.3.2	-	Design and Develop [**]	[**]	[**]	
I-1.3.3	-	[**]	[**]	[**]	
I-1.3.4	-	[**]	[**]		
I-1.3.5	-	Verify [**]	[**]	[**]	
I-1.3.2	-	CONVERSION PREPARATION AND DESIGN			
I-1.3.2.1	-	Develop [**]	[**]	[**]	
I-1.3.2.2	-	Develop [**]	[**]	[**]	[**]
I-1.3.2.3	-	Identify main tasks [**]	[**]	[**]	
I-1.3.2.4	-	Plan the approach for [**]	[**]	[**]	
I-1.3.2.5	-	[**]	[**]	[**]	
I-1.3.2.6	-	[**]	[**]	[**]	
I-1.3.2.7	-	[**]	[**]	[**]	
I-1.3.2.8	-	[**]	[**]	[**]	
I-1.3.2.9	-	Design [**]	[**]	[**]	

APPENDIX I - INTERIM ROLES & RESPONSIBILITIES MATRIX.

```
I-1.3.2.10          -    [**]                                              [**]     [**]
I-1.3.2.11          -    [**]                                              [**]     [**]
I-1.3.3         -    CONVERSION DEVELOPMENT
I-1.3.3.1           -    [**]                                              [**]     [**]     [**]
I-1.3.3.2           -    Develop [**]                                      [**]     [**]
I-1.3.3.3           -    Design/develop [**]                               [**]     [**]     [**]
I-1.3.3.4           -    Unit Testing [**]                                 [**]     [**]
I-1.3.3.5           -    [**]                                              [**]     [**]
I-1.3.4         -    CONVERSION TESTING AND EXECUTION
I-1.3.4.1           -    RUN MOCK CONVERSION TEST
I-1.3.4.1.1                  -    [**]                                     [**]     [**]
I-1.3.4.1.2                  -    [**]                                     [**]     [**]
I-1.3.4.1.3             -    [**]                                          [**]     [**]
I-1.3.4.1.4             -    [**]                                          [**]     [**]
I-1.3.4.1.5             -    [**]                                          [**]     [**]
I-1.3.4.1.6             -    [**]                                          [**]     [**]
I-1.3.4.2           -    EXECUTE PRODUCTION CONVERSIONS
```

APPENDIX I - INTERIM ROLES & RESPONSIBILITIES MATRIX.

I-1.3.4.2.1		-	[**]	[**]	[**]
I-1.3.4.2.2		-	[**]	[**]	[**]
I-1.3.4.2.3		-	[**]	[**]	[**]
I-1.3.4.2.4		-	[**]	[**]	[**]
I-1.3.4.2.5		-	[**]	[**]	[**]
I-1.3.4.2.6		-	[**]	[**]	[**]
I-1.3.5	-	POST CONVERSION			
I-1.3.5.1		-	[**]	[**]	[**]
I-1.3.5.2		-	[**]	[**]	[**]
I-1.3.5.3		-	[**]	[**]	[**]

Roles and Responsibilities Matrices

      Attached are the On-going Roles and Responsibilities Matrix (collectively, the "Ongoing Roles and Responsibilities Matrices"). Capitalized terms not defined in Ongoing Roles and Responsibilities Matrices shall have the meanings set forth in the Agreement. The Interim Roles and Responsibilities Matrix is in addition to the Ongoing Roles and Responsibilities Matrices set forth in this Schedule B (Roles & Responsibilities) and will apply to the time period until first roll-out, and for all activities associated with the continued roll-out of additional markets, but does not apply to the on-going maintenance of each market, once converted. The Ongoing Roles and Responsibilities Matrix will apply to activities associated with both the time period and activities associated with first roll-out all activities and the continued roll-out of additional markets as well as the on-going maintenance of each market, once converted. The level of each Party's responsibility with respect to each of the obligations set forth in the Ongoing Roles and Responsibilities Matrices is specified by the insertion of the letter "O", "P" or "V" adjacent to such obligation and beneath such Party's name. The letter "O" indicates that a Party "owns" overall and ultimate accountability for completion of a task. The letter "P" indicates that a Party has a "Participation" role with respect to a task, and that a Party designated "O" may require such Party 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. Both parties will communicate in an on-going fashion when the "P" is a necessity. 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 right to have an input or any obligation with respect to a task.

ON-GOING ROLES AND RESPONSIBILITIES

1	RELEASES	SPRINT	AMDOCS	NOTES
- ------------	--	------	------	-----
1.1	RELEASE SUPPORT			
1.1.1	- PLANNING			
1.1.1.1	- Define [**]	[**]	[**]	[**]
1.1.1.2	- Define [**]	[**]	[**]	[**]
1.1.1.3	- Determine [**]	[**]	[**]	[**]
1.1.1.4	- Define [**]	[**]	[**]	
1.1.1.5	- Define [**]	[**]	[**]	[**]
1.1.1.6	- Define [**]	[**]	[**]	
1.1.1.7	- Define [**]	[**]	[**]	
1.1.1.8	- Develop [**]	[**]	[**]	
1.1.1.9	- Develop [**]	[**]	[**]	
1.1.1.10	- Develop [**]	[**]	[**]	[**]
1.1.2	- CORE AMDOCS RELEASES			
1.1.2.1	- Ensure [**]	[**]	[**]	
1.1.2.2	- Core release assessment and deployment [**]	[**]	[**]	
1.1.2.3	- Ensure [**]	[**]	[**]	
1.1.3	- CORE AMDOCS RELEASE ENHANCEMENT SPECIFICATION			[**]

    O = Owns   P = Participates   V = Has Visibility   BLANK = No Involvement

1	RELEASES			SPRINT	AMDOCS	NOTES
- ------------	---			------	------	-----
1.1.3.1	-	Define [**]		[**]	[**]	
1.1.3.2	-	Justify [**]		[**]	[**]	
1.1.3.3	-	Develop [**]			[**]	
1.1.3.4	-	Review/[**]			[**]	
1.1.4	-	CORE AMDOCS RELEASE APPLICATION DEVELOPMENT AND TESTING				
1.1.4.1	-	DEVELOP [**]				
1.1.4.1.1		-	Maintain [**]		[**]	
1.1.4.1.2		-	Refresh [**] Provide [**]		[**]	
1.1.4.1.3		-	Apply [**]	[**]	[**]	
1.1.4.1.4		-	Develop/modify [**]		[**]	
1.1.4.1.5		-	Develop/modify [**]		[**]	[**]
1.1.4.1.7		-	Update [**]	[**]	[**]	
1.1.4.1.8		-	Update [**]		[**]	
1.1.4.2	-	PERFORM UNIT TESTING				
1.1.4.2.1		-	Maintain [**]		[**]	
1.1.4.2.2		-	Develop/[**]		[**]	
1.1.4.2.3		-	Develop/[**]		[**]	
1.1.4.2.4		-	Perform [**]		[**]	

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ON-GOING ROLES AND RESPONSIBILITIES

1	RELEASES	SPRINT	AMDOCS	NOTES
- ------------	---	------	------	-----
1.1.4.2.5	- Perform [**]		[**]	
1.1.4.2.7	- Review [**]		[**]	
1.1.4.3	- PERFORM [**]			
1.1.4.3.1	- Maintain [**]		[**]	
1.1.4.3.2	- Develop/[**]		[**]	
1.1.4.3.3	- Develop/maintain [**]		[**]	
1.1.4.3.4	- Perform [**]		[**]	
1.1.4.3.5	- Review [**]		[**]	[**]
1.1.5	- SPRINT RELEASE ENHANCEMENT SPECIFICATION			
1.1.5.1	- Define [**]	[**]	[**]	
1.1.5.2	- Justify [**]	[**]	[**]	
1.1.5.3	- Specify [**]	[**]	[**]	
1.1.5.4	- Review/Signoff [**]	[**]	[**]	
1.1.5.5	- Develop [**]	[**]	[**]	
1.1.5.6	- Review/signoff [**]	[**]	[**]	
1.1.6	- SPRINT RELEASE APPLICATION DEVELOPMENT AND TESTING			
1.1.6.1	- DEVELOP [**]			
1.1.6.1.1	- Maintain [**]	[**]	[**]	

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ON-GOING ROLES AND RESPONSIBILITIES

1	RELEASES	SPRINT	AMDOCS	NOTES
- ------------	---	------	------	-----
1.1.6.1.2	- Develop/modify [**]	[**]	[**]	
1.1.6.1.3	- Develop/modify [**]			
	- Amdocs will manage [**]			
	- Sprint will manage [**]	[**]	[**]	
1.1.6.1.4	- Develop/modify [**]	[**]	[**]	
1.1.6.1.5	- Provide [**]	[**]	[**]	
1.1.6.1.6	- Update [**]	[**]	[**]	
1.1.6.1.7	- Update [**]	[**]	[**]	
1.1.6.1.8	- Update [**]	[**]	[**]	
1.1.6.2	- PERFORM UNIT TESTING			
1.1.6.2.1	- Maintain [**]		[**]	
1.1.6.2.2	- Develop/maintain [**]		[**]	
1.1.6.2.3	- Develop/maintain [**]		[**]	
1.1.6.2.4	- Perform [**]		[**]	
1.1.6.2.5	- Perform [**]		[**]	[**]
1.1.6.2.6	- Perform [**]	[**]	[**]	
1.1.6.2.7	- Review [**]	[**]	[**]	
1.1.6.3	- PERFORM SYSTEM TESTING			[**]
1.1.6.3.1	- Maintain [**]	[**]	[**]	

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ON-GOING ROLES AND RESPONSIBILITIES

1		RELEASES	SPRINT	AMDOCS	NOTES
- ------------		---	------	------	-----
1.1.6.3.2	-	Develop/maintain [**]	[**]	[**]	
1.1.6.3.3	-	Develop/maintain [**]	[**]	[**]	
1.1.6.3.4	-	Deliver Builds [**]	[**]	[**]	
1.1.6.3.5	-	Document [**]	[**]	[**]	
1.1.6.3.6	-	Develop [**]	[**]	[**]	
1.1.6.3.7	-	Develop [**]	[**]	[**]	
1.1.6.3.8	-	Perform [**]	[**]	[**]	
1.1.6.3.9	-	Gain agreement [**]	[**]	[**]	
1.1.6.3.10	-	Develop comprehensive [**]	[**]	[**]	
1.1.6.3.11	-	Perform [**]			[**]
	-	Amdocs will manage [**]	[**]	[**]	
	-	Moved Sprint [**]			
1.1.6.3.12	-	Sprint will manage [**]	[**]	[**]	
1.1.6.3.13	-	Provide test file [**]	[**]	[**]	[**]
	-	Deliver Sprint Acceptance Test [**]	[**]	[**]	
1.1.6.3.14	-	Provide Amdocs [**]	[**]	[**]	
1.1.6.3.15	-	Provide test [**]	[**]	[**]	[**]
1.1.6.3.16	-	Provide Sprint [**]	[**]	[**]	
1.1.6.3.17	-	Provide test environments [**]	[**]	[**]	[**]

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ON-GOING ROLES AND RESPONSIBILITIES

1	RELEASES		SPRINT	AMDOCS	NOTES
- ------------	--		------	------	-----
1.1.6.3.18	- Provide test environments [**]		[**]	[**]	[**]
1.1.6.3.19	- Provide access [**]		[**]	[**]	[**]
1.1.6.3.20	- Perform Sprint [**]		[**]	[**]	[**]
1.1.6.3.21	- Review and validate [**]		[**]	[**]	
1.1.6.3.22	- Conduct System Test [**]		[**]	[**]	
1.1.6.4	- PERFORM [**]				
1.1.6.4.1	- Deliver [**]		[**]	[**]	[**]
1.1.6.4.2	- Align [**]		[**]	[**]	
1.1.6.4.3	- Create [**]		[**]	[**]	
1.1.6.4.4	- Deliver [**]		[**]	[**]	
1.1.6.4.5	- Support [**]		[**]	[**]	
1.1.6.4.6	- Perform [**]		[**]	[**]	
1.1.6.4.7	- Meet [**]		[**]	[**]	
1.1.6.4.8	- Conduct [**] and determine acceptance of test results		[**]	[**]	
1.1.6.5	- ACCEPTANCE TEST (AT)				[**]
1.1.6.5.1	- Deliver [**]		[**]	[**]	
1.1.6.5.2	- Jointly define [**]				
	- Jointly define [**] Build delivered to AT.		[**]	[**]	
1.1.6.5.3	a) Transfer [**]		[**]	[**]	[**]

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ON-GOING ROLES AND RESPONSIBILITIES

1	RELEASES		SPRINT	AMDOCS	NOTES
- ------------	--		------	------	-----
1.1.6.5.4	-	Align [**]	[**]	[**]	
1.1.6.5.5	-	Maintain [**]	[**]	[**]	[**]
1.1.6.5.6	-	Develop and maintain [**]	[**]	[**]	
1.1.6.5.7	-	Provide [**]	[**]	[**]	
1.1.6.5.8	-	Each individual [**]	[**]	[**]	
1.1.6.5.9	-	[**]	[**]	[**]	
1.1.6.5.10	-	[**]	[**]	[**]	
1.1.6.5.11	-	Resolve [**]	[**]	[**]	
1.1.6.5.12	-	Provide support [**]	[**]	[**]	
1.1.6.5.13	-	Upgrade and shakeout [**]	[**]	[**]	[**]
	-	[**]			
1.1.6.5.14	-	Deliver [**]	[**]	[**]	
1.1.6.5.15	-	Maintain [**]	[**]	[**]	[**]
1.1.6.5.16	-	Maintain [**]	[**]	[**]	
1.1.6.5.17	-	[**]	[**]	[**]	[**]
1.1.6.5.18	-	[**]	[**]	[**]	
1.1.6.5.19	-	Provide [**]	[**]	[**]	
1.1.6.5.20	-	The [**]	[**]	[**]	
	-	[**]			

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1	RELEASES		SPRINT	AMDOCS	NOTES
- ------------	--		------	------	-----
1.1.6.5.21	- Align schedule [**]		[**]	[**]	
1.1.6.5.22	- Provide [**]		[**]	[**]	
1.1.6.5.23	- Provide [**]		[**]	[**]	
1.1.6.5.24	- Provide [**]		[**]	[**]	
1.1.6.5.25	- Provide [**]		[**]	[**]	
1.1.6.5.26	- Provide [**] 0 Converted		[**]	[**]	
1.1.6.5.27	- Provide [**]		[**]	[**]	
1.1.6.5.28	- Provide [**]		[**]	[**]	[**]
1.1.6.5.29	- Provide [**].		[**]	[**]	[**]
1.1.6.5.30	- Perform [**]		[**]	[**]	
1.1.6.5.31	- Provide [**]		[**]	[**]	
1.1.6.5.32	- [**] support [**]		[**]	[**]	
1.1.6.5.33	- Support [**]		[**]	[**]	
1.1.6.5.34	- Support [**]		[**]	[**]	
1.1.6.5.35	- Provide [**]				[**]
	- Provide [**]		[**]	[**]	
	- [**]				
1.1.6.5.36	- [**] support [**]		[**]	[**]	
1.1.6.5.37	- Participate in [**]		[**]	[**]	

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ON-GOING ROLES AND RESPONSIBILITIES

1		RELEASES	SPRINT	AMDOCS	NOTES
- ------------		---	------	------	-----
1.1.6.5.38	-	For each major release, [**]	[**]	[**]	
1.1.6.5.39	-	Develop/maintain [**]	[**]	[**]	
1.1.6.5.40	-	Develop/maintain [**]	[**]	[**]	
1.1.6.5.41	-	Identify [**]	[**]	[**]	
1.1.6.5.42	-	Schedule and coordinate [**]	[**]	[**]	
1.1.6.5.43	-	Develop [**]	[**]	[**]	
1.1.6.5.44	-	Provide [**]			[**]
	-	Amdocs will deliver [**]	[**]	[**]	
1.1.6.5.45	-	Execute [**]	[**]	[**]	
1.1.6.5.46	-	PERFORM [**]			
1.1.6.5.46.1	-	Track and classify [**]	[**]	[**]	
1.1.6.5.46.2	-	Track and classify [**]	[**]	[**]	
1.1.6.5.46.3	-	Track and classify [**]	[**]	[**]	
1.1.6.5.46.4	-	Track and classify [**]	[**]	[**]	
1.1.6.5.47	-	PROVIDE [**]	[**]	[**]	
1.1.6.5.47.1	-	Provide [**]	[**]	[**]	
1.1.6.5.47.2	-	Review [**]	[**]	[**]	
1.1.6.6	-	CONDUCT [**]			

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ON-GOING ROLES AND RESPONSIBILITIES

1	RELEASES	SPRINT	AMDOCS	NOTES
- ------------	---	------	------	-----
1.1.6.6.1	- Create [**]	[**]	[**]	[**]
1.1.6.6.2	- Install [**]	[**]	[**]	[**]
1.1.6.6.3	- Install [**]	[**]	[**]	[**]
1.1.6.7	- AMDOCS OWNED HARDWARE SOFTWARE AND NETWORK			
1.1.6.7.1	- Execute [**]	[**]	[**]	[**]
1.1.6.7.2	- Evaluate [**]	[**]	[**]	
1.1.6.7.3	- Approve selection	[**]	[**]	[**]
1.1.6.7.4	- Facilitate [**]	[**]	[**]	
1.1.7	- CHANGE MANAGEMENT			
1.1.7.1	- Create change [**]	[**]	[**]	[**]
1.1.7.2	- Develop [**]	[**]	[**]	[**]
1.1.7.3	- Develop [**]	[**]	[**]	[**]
1.1.7.4	- Maintain [**]	[**]	[**]	
1.1.7.5	- Provide [**]	[**]	[**]	[**]
1.1.7.6	- Provide [**]	[**]	[**]	
1.2	VENDOR DEPLOYMENT SUPPORT			
1.2.1	- PLANNING AND PROCUREMENT			
1.2.1.1	- Determine [**]	[**]	[**]	[**]

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ON-GOING ROLES AND RESPONSIBILITIES

1	RELEASES	SPRINT	AMDOCS	NOTES
- ------------	---	------	------	-----
1.2.1.2	- Provide and maintain [**]	[**]	[**]	
1.2.1.3	- Procure [**]	[**]	[**]	
1.2.2	- PRE-DELIVERY PREPARATION			
1.2.2.1	- Upgrade or modify [**]	[**]	[**]	
1.2.2.2	- Ensure [**]	[**]	[**]	
1.2.3	- DELIVERY AND INSTALLATION			
1.2.3.1	- Deliver [**]	[**]	[**]	[**]
1.2.3.2	- Connect [**]	[**]	[**]	
1.2.3.3	- Assemble [**]		[**]	
1.2.3.4	- Install [**]	[**]	[**]	[**]
1.2.3.5	- Perform [**]		[**]	
1.2.3.6	- Test [**]	[**]	[**]	
1.2.3.7	- De-install [**]		[**]	

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ON-GOING ROLES AND RESPONSIBILITIES

2	SYSTEM PERFORMANCE	SPRINT	AMDOCS	NOTES
- ------------	---	------	------	-----
2.1	PERFORMANCE TESTING			
2.1.1	- ENVIRONMENT			
2.1.1.1	- Provide [**]		[**]	
2.1.1.2	- Define [**]	[**]	[**]	[**]
2.1.1.3	- Determine [**]	[**]	[**]	[**]
2.1.2	- TESTING			
2.1.2.1	- For each release [**]	[**]	[**]	
2.1.2.2	- Provide support [**]	[**]	[**]	
2.1.2.3	- Provide [**]	[**]	[**]	
2.1.2.4	- For each release, [**]	[**]	[**]	[**]
2.1.2.5	- Provide capability [**]	[**]	[**]	
2.1.2.6	- Provide [**]	[**]	[**]	
2.1.2.7	- Provide [**]	[**]	[**]	
2.1.2.8	- Provide [**].	[**]	[**]	[**]
2.1.2.9	- Provide [**]	[**]	[**]	
2.1.2.10	- Define [**]	[**]	[**]	
2.1.2.11	- Provide [**]	[**]	[**]	[**]
2.1.2.12	- Provide [**]	[**]	[**]	

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2	SYSTEM PERFORMANCE	SPRINT	AMDOCS	NOTES
- ------------	---	------	------	-----
2.1.2.13	- Provide [**]	[**]	[**]	
2.1.2.14	- Notification [**]	[**]	[**]	
2.1.2.15	- Provide [**]	[**]	[**]	
2.1.2.16	- CPU utilization [**]	[**]	[**]	
2.1.2.17	- Provide [**]	[**]	[**]	
2.1.2.18	- Define [**])	[**]	[**]	[**]
2.1.2.19	- Execute [**]	[**]	[**]	
2.1.2.20	- Review [**]	[**]	[**]	[**]
2.1.3	- PERFORMANCE REPORTING			
2.1.3.1	- Produce [**]	[**]	[**]	

O = Owns   P = Participates   V = Has Visibility   BLANK = No Involvement

3	ISSUE MANAGEMENT AND SOFTWARE MAINTENANCE	SPRINT	AMDOCS	NOTES
- -----------	--	------	------	-----
3.1	FIRST LEVEL - CUSTOMER CARE AND BILLING HELP DESK			
3.1.1	- PLANNING AND DEPLOYMENT OF FIRST LEVEL HELP DESK SUPPORT			
3.1.1.1	- Define [**]	[**]	[**]	[**]
3.1.1.2	- Supply [**]	[**]		
3.1.1.3	- Provide [**]	[**]		
3.1.1.4	- Implement/maintain [**]	[**]	[**]	[**]
3.1.1.5	- Establish [**]	[**]	[**]	
3.1.1.6	- Develop [**]	[**]	[**]	
3.1.1.7	- Partner to ensure seamless [**]	[**]	[**]	[**]
3.1.2	- FIRST LEVEL HELP DESK SUPPORT OPERATIONS			
3.1.2.1	- Route [**]	[**]		
3.1.2.2	- Provide [**]	[**]	[**]	
3.1.2.3	- Provide operational [**]	[**]	[**]	
3.1.2.4	- Maintain [**]	[**]		
3.1.2.5	- PERFORM [**]			

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3	ISSUE MANAGEMENT AND SOFTWARE MAINTENANCE	SPRINT	AMDOCS	NOTES
- ------------	--	------	------	-----
3.1.2.5.1	- Track and classify [**]	[**]	[**]	
3.1.2.5.2	- Track and classify [**]	[**]		
3.1.2.6	- Establish [**]	[**]	[**]	
3.1.2.7	- Maintain [**]	[**]	[**]	
3.1.2.8	- Export "lessons learned [**]	[**]		
3.1.2.9	- Escalate [**]	[**]	[**]	
3.1.2.10	- Provide corrective action [**]	[**]	[**]	
3.1.2.11	- Provide [**]	[**]	[**]	
3.1.2.12	- Report [**]	[**]		
3.1.2.13	- Provide [**]	[**]	[**]	
3.1.2.14	- Provide [**]	[**]	[**]	
3.1.2.15	- Provide [**]	[**]	[**]	
3.1.2.16	- Monitor [**]	[**]		
3.2	SECOND LEVEL - CUSTOMER CARE AND BILLING HELP DESK			[**]
3.2.1	- PLANNING AND DEPLOYMENT OF SECOND LEVEL HELP DESK SUPPORT			
3.2.1.1	- Define [**]	[**]	[**]	
3.2.1.2	- Supply [**]	[**]	[**]	[**]
3.2.1.3	- Provide [**]	[**]	[**]	
3.2.1.4	- Implement/maintain [**]	[**]	[**]	
3.2.1.5	- Establish [**]	[**]	[**]	
3.2.1.6	- Develop [**]	[**]	[**]	
3.2.2	- SECOND LEVEL HELP DESK SUPPORT OPERATIONS			

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3	ISSUE MANAGEMENT AND SOFTWARE MAINTENANCE		SPRINT	AMDOCS	NOTES
- ------------	--		------	------	-----
3.2.2.1	-	Route issues [**]	[**]	[**]	
3.2.2.2	-	Provide [**]	[**]	[**]	
3.2.2.3	-	Maintain [**]	[**]	[**]	
3.2.2.4	-	PERFORM PRODUCTION DEFECT TRACKING AND PRIORITIZATION			
3.2.2.4.1	-	Track and classify [**]	[**]	[**]	
3.2.2.4.2	-	Track and classify [**]	[**]	[**]	
3.2.2.4.3	-	Track and classify [**]	[**]	[**]	
3.2.2.4.4	-	Track and classify [**]	[**]	[**]	
3.2.2.4.5	-	Track and classify [**]	[**]	[**]	
3.2.2.5	-	Establish [**]	[**]	[**]	
3.2.2.6	-	Maintain [**]	[**]	[**]	
3.2.2.7	-	Maintain a [**]	[**]	[**]	
3.2.2.8	-	Escalate [**]	[**]	[**]	
3.2.2.9	-	Perform [**]	[**]	[**]	
3.2.2.10	-	Provide [**]	[**]	[**]	
3.2.2.11	-	Report [**]	[**]	[**]	

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3	ISSUE MANAGEMENT AND SOFTWARE MAINTENANCE	SPRINT	AMDOCS	NOTES
- -----------	--	------	------	-----
3.2.2.12	- Provide [**]	[**]	[**]	
3.2.2.13	- Provide [**]	[**]	[**]	
3.2.2.14	- Provide [**]	[**]	[**]	
3.2.2.15	- Monitor [**]	[**]	[**]	
3.3	ISSUE RESOLUTION			
3.3.1	- PLANNING AND DEPLOYMENT OF ISSUE RESOLUTION SUPPORT			
3.3.1.1	- Define [**]	[**]	[**]	
3.3.1.2	- Determine [**]	[**]	[**]	
3.3.1.3	- Provide [**]	[**]	[**]	
3.3.2	- DEFECT CORRECTION			
3.3.2.1	- Investigate [**]	[**]	[**]	
3.3.2.2	- Investigate [**]	[**]	[**]	
3.3.2.3	- Perform [**]	[**]	[**]	
3.3.2.4	- Perform [**]			
3.3.2.5	- Provide [**]	[**]	[**]	
3.3.2.6	- Migrate [**]	[**]	[**]	
3.3.2.7	- Coordinate [**]	[**]	[**]	
3.3.2.8	- Provide [**]	[**]	[**]	[**]
3.3.4	- ISSUE DOCUMENTATION			
3.3.4.1	- Maintain [**]	[**]	[**]	
3.3.4.2	- Maintain [**]	[**]	[**]	
3.3.4.3	- Report [**]	[**]	[**]	
3.3.4.4	- Provide [**]	[**]	[**]	[**]

O = Owns   P = Participates   V = Has Visibility   BLANK = No Involvement

3	ISSUE MANAGEMENT AND SOFTWARE MAINTENANCE	SPRINT	AMDOCS	NOTES
- ------------	--	------	------	-----
3.3.4.5	- Provide [**]	[**]	[**]	
3.3.4.6	- Provide [**]	[**]	[**]	
3.3.5	- [**]			[**]
3.3.5.1	- Monitor [**]		[**]	
3.3.5.2	- Investigate [**]		[**]	
3.3.5.3	- Resolve [**]		[**]	

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4              TRAINING                                          [**]    [**]    [**]
- ------------   ----------------------------------------------------  ------  ------  -----

4.1            UPDATE MATERIALS [**]
4.1.1          PLANNING AND ANALYSIS
4.1.1.1        Assess [**]                                       [**]    [**]
4.1.1.2        Update [**]                                       [**]    [**]
4.1.2          DEVELOPMENT
4.1.2.1        Develop [**]                                      [**]    [**]
4.1.2.1.2      Workbooks update                                  [**]    [**]
4.1.2.1.3      Online Help update                                [**]    [**]
4.1.2.1.4      Glossary                                          [**]    [**]
4.2            RELEASES TRAIN THE TRAINER DELIVERY
4.2.1          Deliver [**]                                      [**]    [**]
4.2.2          Provide [**]                                      [**]    [**]
4.2.3          Conduct [**]                                      [**]    [**]
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5	BUSINESS TABLE MAINTENANCE	SPRINT	AMDOCS	NOTES
- ------------	--	------	------	-----
5.1	GENERAL ROLES AND RESPONSIBILITIES			
5.1.1	- Perform [**]	[**]	[**]	
5.1.2	- Gather [**]	[**]		
5.1.3	- Review, [**]	[**]	[**]	[**]
5.1.4	- Accept or reject [**]	[**]	[**]	
5.1.5	- Validate and [**]	[**]	[**]	
5.1.6	- Determine [**]	[**]	[**]	[**]
5.1.7	- Migrate [**]	[**]	[**]	
5.1.8	- Maintain [**]	[**]	[**]	
5.2	NEW RELEASES/BUILDS			
5.2.1	- NEW RELEASE/[**]			
5.2.1.1	- Provide [**]	[**]	[**]	
5.2.2	- NEW RELEASE/[**]			
5.2.2.1	- Gather [**]	[**]		
5.2.3	- NEW RELEASE/[**]			
5.2.3.1	- Perform [**]	[**]	[**]	
5.2.3.2	- Provide [**]	[**]	[**]	
5.2.4	- NEW RELEASE/[**]			
5.2.4.1	- Perform [**]	[**]	[**]	
5.2.4.2	- Determine [**]	[**]	[**]	

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5	BUSINESS TABLE MAINTENANCE	SPRINT	AMDOCS	NOTES
- ------------	---	------	------	-----
5.2.4.3	- Perform [**]	[**]	[**]	
5.2.4.4	- Gather [**]	[**]	[**]	
5.2.5	- NEW RELEASE/[**]			
5.2.5.1	- Perform [**]	[**]	[**]	
5.2.5.2	- Perform [**]	[**]	[**]	
5.2.5.3	- Provide [**]	[**]	[**]	
5.2.5.4	- Perform [**]	[**]	[**]	
5.2.5.5	- Analysis [**]	[**]	[**]	
5.2.5.6	- Tracking [**]	[**]	[**]	
5.2.5.7	- Provide [**]	[**]	[**]	
5.2.6	- NEW RELEASE/[**]			
5.2.6.1	- Provide [**]	[**]	[**]	
5.2.6.2	- Perform [**]	[**]	[**]	
5.2.6.3	- Perform [**]	[**]	[**]	
5.2.6.4	- Analysis [**]	[**]	[**]	
5.2.6.5	- Tracking [**]	[**]	[**]	
5.2.6.6	- Provide [**]	[**]	[**]	
5.2.7	- NEW RELEASE/[**]			
5.2.7.1	- Provide [**]	[**]	[**]	
5.2.7.2	- Perform [**]	[**]	[**]	
5.2.7.3	- Perform [**]	[**]	[**]	
5.2.7.4	- Analysis [**]	[**]	[**]	
5.2.7.5	- Tracking [**]	[**]	[**]	

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5	BUSINESS TABLE MAINTENANCE	SPRINT	AMDOCS	NOTES
5.2.7.6	- Provide [**]	[**]	[**]	
5.2.8	- NEW RELEASE/[**]			
5.2.8.1	- Load [**]	[**]	[**]	
5.2.8.2	- Perform [**]	[**]	[**]	
5.2.8.3	- Analysis [**]	[**]	[**]	
5.2.8.4	- Provide [**]	[**]	[**]	
5.2.8.5	- Perform [**]	[**]	[**]	
5.2.8.6	- Review [**]	[**]	[**]	
5.2.8.7	- Provide [**]	[**]	[**]	
5.2.9	- NEW RELEASE/[**]			
5.2.9.1	- Manage [**]	[**]	[**]	
5.2.9.2	- Perform [**]	[**]	[**]	
	- Perform [**]	[**]	[**]	
5.2.9.3	- Provide [**]	[**]	[**]	
5.2.10	- NEW RELEASE/[**]			
5.2.10.1	- Provide [**]	[**]	[**]	
5.2.10.2	- Provide [**]	[**]	[**]	

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6	STRATEGIC CONSULTING SERVICES	SPRINT	AMDOCS	NOTES
- ------------	--	------	------	-----
6.1	NEW TECHNOLOGY COMMUNICATION			
6.1.1	- Provide [**]	[**]	[**]	
6.1.2	- Provide [**]	[**]	[**]	
6.1.3	- Identify [**]	[**]	[**]	
6.2	INDUSTRY TRENDS AND BEST PRACTICES			
6.2.1	- Provide [**]	[**]	[**]	
6.2.2	- Provide [**]	[**]	[**]	
6.2.3	- Provide/[**]	[**]	[**]	
6.2.4	- Participate [**]	[**]	[**]	

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7               OPERATIONS                                              SPRINT  AMDOCS  NOTES
- ------------  ----------------------------------------------------    ------  ------  -----

7.1             DATA CENTER PRODUCTION SUPPORT
7.1.1               -   FACILITY MANAGEMENT
7.1.1.1                 -   Perform [**]                                        [**]    [**]
7.1.1.2                 -   CAPACITY PLANNING [**]                      [**]    [**]    [**]
7.1.1.2.1                       -   Provide [**]                        [**]    [**]
7.1.1.2.2                       -   Provide [**]                        [**]    [**]
7.1.1.2.3                       -   Provide [**]                        [**]    [**]
7.1.1.2.4                       -   Provide [**]                        [**]    [**]
7.1.1.3                 -   Provide [**]                                        [**]    [**]
7.1.2           -   ENVIRONMENT MANAGEMENT
7.1.2.1                 -   Provide [**]                                        [**]    [**]
7.1.2.2                 -   Make available, [**]                        [**]    [**]    [**]
7.1.2.3                 -   Provide [**]                                [**]    [**]
7.1.2.4                 -   Analyze [**]                                [**]    [**]
7.1.2.5                 -   Maintain [**]                               [**]    [**]
7.1.2.6                 -   Develop [**]                                [**]    [**]
7.1.2.7                 -   Develop [**]                                [**]    [**]


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ON-GOING ROLES AND RESPONSIBILITIES

7	OPERATIONS	SPRINT	AMDOCS	NOTES
- ------------	--	------	------	-----
7.1.2.8	- Operate [**]		[**]	
7.1.2.9	- Operate [**]	[**]	[**]	[**]
7.1.2.10	Operate [**]	[**]	[**]	
7.1.2.11	- Provide [**]		[**]	
7.1.2.12	- Produce [**]	[**]	[**]	
7.1.2.13	- Provide [**]	[**]	[**]	
7.1.4	- FILE SERVICES			
7.1.4.1	- 24X7 [**]		[**]	
7.1.4.2	- Perform [**]		[**]	
7.1.4.3	- Perform [**]		[**]	
7.1.4.4	- Identification [**]		[**]	
7.1.4.5	- Schedule [**]		[**]	
7.1.4.6	- Perform [**]		[**]	
7.1.4.7	- Retain [**]		[**]	
7.1.5	- TAPE MANAGEMENT AND STORAGE			
7.1.5.1	- Perform [**]		[**]	
7.1.5.2	- Perform tape librarian services		[**]	
7.1.5.3	- Off-site [**]		[**]	

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7	OPERATIONS	SPRINT	AMDOCS	NOTES
7.1.5.4	- Retrieve [**]	[**]	[**]	
7.1.6	- SERVER AND DISK HARDWARE MAINTENANCE AND SUPPORT			
7.1.6.1	- Procure, install, maintain, repair, replace or [**]	[**]	[**]	[**]
7.1.6.2	- Procure, install, maintain, repair, replace [**]	[**]	[**]	
7.1.6.3	- Provide [**]	[**]	[**]	
7.1.6.4	- Storage [**]		[**]	
7.1.6.5	- Monitor and [**]		[**]	
7.1.6.6	- Dispatch [**]		[**]	
7.1.6.7	- Perform [**]		[**]	
7.1.6.8	- Produce [**]	[**]	[**]	
7.1.7	- SYSTEM SOFTWARE MAINTENANCE AND SUPPORT/SYSTEM ADMINISTRATION			
7.1.7.1	- Maintain [**]		[**]	
7.1.7.2	- Perform [**]		[**]	
7.1.7.3	- Map [**]		[**]	
7.1.7.4	- Test [**]		[**]	
7.1.7.5	- Review [**]	[**]	[**]	
7.1.7.6	- Document [**]	[**]	[**]	
7.1.8	- DATABASE ADMINISTRATION			
7.1.8.1	- Provide [**]		[**]	
7.1.8.2	- Provide [**]		[**]	

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7               OPERATIONS                                              SPRINT   AMDOCS   NOTES
- ------------  -----------------------------------------------------   ------   ------   -----

7.1.8.3                      -   Administer [**]                        [**]     [**]     [**]
7.1.8.4                      -   Allocate [**]                                   [**]
7.1.8.5                      -   Perform [**]                                    [**]
7.1.8.6                      -   Create/[**]                            [**]     [**]
7.1.8.7                      -   Restart [**]                           [**]     [**]
7.1.8.8                      -   Install [**]                           [**]     [**]
7.1.8.9                      -   Maintain [**]                                   [**]
7.1.8.10                     -   Maintain [**]                                   [**]
7.1.8.11                     -   Perform [**]                           [**]     [**]
7.1.8.12                     -   Perform [**]                                    [**]
7.1.8.13                     -   Provide [**]                           [**]     [**]
7.1.8.14                     -   Provide [**]                           [**]     [**]
7.1.9            -   APPLICATION SECURITY MANAGEMENT
7.1.9.1                      -   Submit [**]                            [**]     [**]
7.1.9.2                      -   Update [**]                            [**]     [**]
7.1.9.3                      -   Track [**]                             [**]     [**]
7.1.9.4                      -   Validate [**]                          [**]     [**]
7.1.9.5                      -   Approve [**]                           [**]     [**]
7.1.9.6                      -     Perform [**]                         [**]     [**]
7.1.9.7                      -   Perform [**]                           [**]     [**]
7.1.10           -   FILE [**]                                                            [**]
7.1.10.1                     -     Perform [**]                         [**]     [**]
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7	OPERATIONS	SPRINT	AMDOCS	NOTES
7.1.10.2	- Perform [**]	[**]	[**]	
7.1.11	- DATABASE [**]			
7.1.11.1	- Perform [**]	[**]	[**]	
7.1.11.2	- Perform [**]	[**]	[**]	
7.1.12	- LAN AND WAN MANAGEMENT			
7.1.12.1	- Perform [**]	[**]	[**]	[**]
7.1.12.2	- Provide and maintain [**]	[**]	[**]	
7.1.12.3	- Provide, install and maintain [**]	[**]	[**]	[**]
7.1.12.4	- Provide, install and maintain [**]	[**]	[**]	[**]
7.1.12.5	- Install, manage and maintain [**]	[**]	[**]	[**]
7.1.12.6	- Update and maintain [**]	[**]	[**]	[**]
7.1.12.7	- Provide [**]	[**]	[**]	[**]
7.1.12.8	- Coordinate [**]	[**]	[**]	[**]
7.1.12.9	- Establish [**]	[**]	[**]	[**]
7.1.12.10	- Maintain [**]	[**]	[**]	[**]
7.1.12.11	- Maintain [**]	[**]	[**]	[**]
7.1.12.12	- Serve [**]	[**]	[**]	[**]
7.1.12.13	- Serve [**]	[**]	[**]	[**]
7.1.12.14	- Provide [**]	[**]	[**]	[**]
7.1.12.15	- Obtain [**]	[**]	[**]	[**]
7.1.12.16	- Adhere [**]	[**]	[**]	[**]

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7                 OPERATIONS                                                      SPRINT  AMDOCS  NOTES
- ------------     -----------------------------------------------------------    ------  ------  -----

7.2               PRODUCTION ENVIRONMENT STANDARDS
7.2.1                 -   PC PLANNING
7.2.1.1                   -   Coordinate [**]                                     [**]    [**]
7.2.1.2                   -   Configure [**]                                      [**]
7.2.1.3                   -   Support [**]                                        [**]
7.2.2                 -   PC HARDWARE AND SOFTWARE DEPLOYMENT
7.2.2.1                   -   Provide [**]                                        [**]
7.2.2.2                   -   Provide [**]                                        [**]    [**]
7.2.2.3                   -   Provide [**]                                        [**]
7.2.2.4                   -   Provide [**]                                        [**]
7.2.2.5                   -   Distribute [**]                                     [**]
7.2.3                 -   PC SYSTEM SUPPORT
7.2.3.1                   -   Install and maintain [**]                           [**]
7.2.3.2                   -   Install and maintain [**]                           [**]
7.2.3.3                   -   Install and test [**]                               [**]
7.2.3.4                   -   Perform [**]                                        [**]
7.2.3.5                   -   Install and maintain [**]                           [**]
7.2.3.6                   -   Maintain [**]                                       [**]
7.2.3.7                   -   Manage [**]                                         [**]
7.2.3.8                   -   Provide [**]                                        [**]
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7	OPERATIONS	SPRINT	AMDOCS	NOTES
7.3	DISASTER RECOVERY			
7.3.1	- ORGANIZATION			
7.3.1.1	- Determine [**]	[**]	[**]	
7.3.1.2	- Identify on-going [**]	[**]	[**]	
7.3.2	- FACILITIES			
7.3.2.1	- Maintain [**]		[**]	
7.3.2.2	- Maintain "[**]		[**]	
7.3.2.3	- Maintain [**]	[**]	[**]	
7.3.2.4	- Maintain [**]	[**]	[**]	
7.3.2.5	- Ensure [**]	[**]	[**]	
7.3.3	- PLANNING			
7.3.3.1	- Define [**]	[**]	[**]	
7.3.3.2	- Determine [**]	[**]	[**]	
7.3.3.3	- Define [**]	[**]	[**]	
7.3.3.4	- Develop [**]	[**]	[**]	
7.3.3.5	- Establish [**]	[**]	[**]	
7.3.3.6	- Define [**]	[**]	[**]	
7.3.3.7	- Develop "[**]	[**]	[**]	
7.3.3.8	- Determine [**]	[**]	[**]	
7.3.3.9	- Identify [**]	[**]	[**]	
7.3.3.10	- Determine [**]		[**]	
7.3.3.11	- Define [**]	[**]	[**]	

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7              OPERATIONS                                              SPRINT  AMDOCS   NOTES
- ------------  -----------------------------------------------------  ------  ------   -----

7.3.3.12               -     Develop [**]                              [**]    [**]
7.3.4          -     TESTING
7.3.4.1                -     Develop [**]                              [**]    [**]
7.3.4.2                -     Test [**]                                 [**]    [**]
7.3.4.3                -     Develop [**]                              [**]    [**]
7.3.5          -     IMPLEMENTATION
7.3.5.1                -     Define [**]                               [**]    [**]
7.3.5.2                -     Develop [**]                              [**]    [**]
7.3.5.3                -     Approve [**]                              [**]    [**]
7.3.5.4                -     Execute [**]                              [**]    [**]
7.3.6          -     ADMINISTRATION
7.3.6.1                -     Develop [**]                              [**]    [**]
7.3.6.2                -     Identify [**]                             [**]    [**]
7.3.6.3                -     Establish [**]                            [**]    [**]
7.3.6.4                -     Develop [**]                              [**]    [**]
7.4            BILLING OPERATIONS PRODUCTION SUPPORT
7.4.1          -     PROCESS [**]
7.4.1.1                -     Establish [**]                            [**]    [**]    [**]
7.4.1.2                -     DESIGN [**]
7.4.1.2.1              -     [**]
7.4.1.2.2              -     [**]                                      [**]    [**]
7.4.1.3                -     ESTABLISH [**]                            [**]    [**]
```

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ON-GOING ROLES AND RESPONSIBILITIES

7	OPERATIONS	SPRINT	AMDOCS	NOTES
7.4.1.3.1	- [**]			
7.4.1.3.2	- [**]	[**]	[**]	
7.4.1.4	- Provide [**]	[**]	[**]	
7.4.1.5	- Provide [**]	[**]	[**]	
7.4.2	- EXECUTION	[**]	[**]	
7.4.2.1	- Execute [**]			
7.4.2.2	- Perform [**]	[**]	[**]	[**]
7.4.2.3	- Perform [**]	[**]	[**]	[**]
7.4.2.4	- Perform [**]	[**]	[**]	[**]
7.4.2.5	- Resolve [**]	[**]	[**]	[**]
7.4.2.6	- Perform [**]	[**]		
7.4.2.7	- Monitor [**]	[**]	[**]	
7.4.2.8	- Provide [**]		[**]	
7.4.2.9	- Escalate ([**]	[**]	[**]	[**]
7.4.2.10	- Track [**]	[**]	[**]	
7.4.2.11	- Perform [**]	[**]		

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7	OPERATIONS	SPRINT	AMDOCS	NOTES
- ------------	---	------	------	-----
7.4.2.12	- Provide [**]	[**]	[**]	
7.4.2.13	- Perform [**]	[**]	[**]	
7.4.2.14	- Execute [**]	[**]	[**]	
7.4.2.15	- Execute [**]	[**]	[**]	[**]
7.4.2.16	- Provide [**]	[**]	[**]	
7.4.2.17	- Validate, [**]	[**]		
7.5	DATA MANAGEMENT			
7.5.1	- Procure [**]	[**]		[**]
7.5.2	Maintain [**]		[**]	
7.5.3	- Provide [**]		[**]	[**]
7.5.4	- Develop and maintain [**]		[**]	
7.5.5	- Provide [**]	[**]		
7.5.6	- [**]	[**]		
7.6	VENDOR MANAGEMENT			
7.6.1	- PLANNING			
7.6.1.1	- Provide [**]	[**]	[**]	
7.6.1.2	- Coordinate & facilitate [**]	[**]	[**]	

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7	OPERATIONS	SPRINT	AMDOCS	NOTES
- ------------	--	------	------	-----
7.6.2	- PERFORMANCE [**]			
7.6.2.1	- Provide [**]	[**]	[**]	
7.6.2.2	- Coordinate & facilitate [**]	[**]	[**]	
7.6.2.3	- Coordinate & facilitate [**]	[**]	[**]	
7.6.2.4	- Review [**]	[**]	[**]	
7.7	REPORT PRINTER MAINTENANCE			
7.7.1	- Provide/maintain [**]	[**]	[**]	[**]
7.7.2	- Install [**]	[**]		
7.7.3	- Provide [**]	[**]		
7.8	NETWORK SECURITY MANAGEMENT			
7.8.1	- Perform [**]	[**]		
7.8.2	- Manage [**]	[**]		
7.8.3	- Periodically [**]	[**]		
7.8.4	- Install [**]	[**]		
7.8.5	- Perform [**]	[**]		
7.9	PROVISIONING PRODUCTION SUPPORT			
7.9.1	- PROVISIONING [**]			
7.9.1.1	- Provision [**]	[**]	[**]	

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7              OPERATIONS                                              SPRINT  AMDOCS  NOTES
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7.9.1.2                    -    Provision [**]                         [**]    [**]
7.9.2              -    PROVISIONING [**]
7.9.2.1                    -    Disposition [**]                       [**]    [**]
7.9.2.2                    -    Provide [**]                           [**]    [**]
7.9.2.3                    -    Provide [**]                           [**]    [**]
7.9.3              -    PROVISIONING [**]
7.9.3.1                    -    Schedule [**]                          [**]    [**]
7.9.3.2                    -    Connectivity [**]                      [**]    [**]
7.9.4              -    Maintain [**]                                  [**]    [**]    [**]
7.9.5              -    Provide [**]                                   [**]    [**]
7.9.6              -    Repair [**]                                    [**]    [**]    [**]
7.9.7              -    SUBSCRIBER [**]
7.9.7.1                    -    Provide [**]                           [**]    [**]
7.9.7.2                    -    Place [**]                             [**]    [**]
7.9.7.3                    -    Perform [**]                           [**]    [**]
7.9.7.4                    -    Provide [**]                           [**]    [**]
7.10           NETWORK ELEMENT MANAGEMENT SUPPORT
7.10.1             -    ENVIRONMENT SUPPORT
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ON-GOING ROLES AND RESPONSIBILITIES

7		OPERATIONS	SPRINT	AMDOCS	NOTES
7.10.1.1	-	Maintain and own the [**]		[**]	
7.10.1.2	-	Provide [**]		[**]	
7.10.1.3	-	Provide [**]		[**]	
7.10.1.4	-	Provide a [**]		[**]	
7.10.1.5	-	Deliver [**]	[**]		
7.10.1.6	-	Provide [**]	[**]		[**]
7.10.1.7	-	Provide [**]		[**]	
7.10.1.8	-	Provide [**]		[**]	
7.10.1.9	-	Provide [**]	[**]		
7.10.1.10	-	Provide [**]	[**]		
7.10.1.11	-	Provide [**]		[**]	
7.10.1.12	-	Perform [**]		[**]	
	-	Refresh [**]			
7.10.1.13	-	Provide [**]		[**]	
7.10.1.14	-	Provide [**]		[**]	
7.10.1.15	-	Provide [**]		[**]	
7.10.1.16	-	Own and maintain [**]	[**]		
7.10.1.17	-	Provide [**]		[**]	
7.10.1.18	-	Provide [**]		[**]	

O = Owns   P = Participates   V = Has Visibility   BLANK = No Involvement

7	OPERATIONS	SPRINT	AMDOCS	NOTES
- ------------	---	------	------	-----
7.10.1.19	- Update [**]		[**]	
7.10.1.20	- Provide [**]	[**]	[**]	[**]
7.11	COLLECTION ANALYSIS PRODUCTION SUPPORT			
7.11.1	- COLLECTION [**]			
7.11.1.1	- Conduct [**]	[**]	[**]	
7.11.1.2	- Creation [**]	[**]	[**]	[**]
7.11.1.3	- Perform [**]	[**]	[**]	
7.11.1.4	- Provide [**]	[**]	[**]	
7.11.1.5	- Optimizing [**] Optimizing [**]	[**]	[**]	[**]
7.11.1.6	- Implementation [**]	[**]	[**]	
7.11.2	- REPORTING [**]			
7.11.2.1	- Creation and modification [**]	[**]	[**]	
7.11.2.2	- [**]	[**]	[**]	
7.11.2.3	- [**]	[**]	[**]	[**]
7.11.2.4	- [**]	[**]	[**]	[**]
7.11.3	- EXTERNAL BUREAU SCORE			
7.11.3.1	- Initiate [**]	[**]	[**]	
7.11.3.2	- Transmit [**]	[**]	[**]	

O = Owns   P = Participates   V = Has Visibility   BLANK = No Involvement

7	OPERATIONS	SPRINT	AMDOCS	NOTES
- ------------	--	------	------	-----
7.11.3.3	- [**]	[**]	[**]	
7.11.3.4	- [**]	[**]	[**]	
7.11.3.5	- [**]	[**]	[**]	
7.11.3.6	- Operate and maintain [**]	[**]	[**]	
7.12	LEADS MANAGEMENT PRODUCTION SUPPORT			
7.12.1	- API REPORTING			
7.12.1.1	- Provide [**]	[**]	[**]	[**]
7.12.2	- CROSS-SELL/UP-SELL (X/U) SUPPORT FOR CSM			
7.12.2.1	- Process [**]	[**]	[**]	[**]
7.12.2.2	- Provide [**]	[**]	[**]	[**]
7.13	ORDER MANAGEMENT PRODUCTION SUPPORT			
7.13.1	- ENSEMBLE [**]			
7.13.1.1	- Provide [**].	[**]	[**]	
7.13.2	- [**] REPORTING			
7.13.2.1	- Provide [**]	[**]	[**]	[**]
7.14	INTERFACE ENCRYPTION			
7.14.1	- Provide [**]	[**]	[**]	

     O = Owns   P = Participates   V = Has Visibility   BLANK = No Involvement

ON-GOING ROLES AND RESPONSIBILITIES

7	OPERATIONS	SPRINT	AMDOCS	NOTES
7.14.2	- Provide [**]		[**]	
7.14.3	- Install [**]		[**]	
7.14.4	- Design [**]		[**]	
7.14.5	- Provide [**]	[**]		

    O = Owns   P = Participates   V = Has Visibility   BLANK = No Involvement

8	MISC.	SPRINT	AMDOCS	NOTES
- ------------	--	------	------	-----
8.1	PROGRAM OFFICE			
8.1.1	Provide [**]	[**]	[**]	
8.1.2	Open Issues - [**]	[**]	[**]	
8.1.3	Implement, host, and administer [**]	[**]	[**]	
8.2	MEETINGS			
8.2.1	Facilitate [**]	[**]	[**]	
8.2.2	Participate [**]	[**]	[**]	
8.2.3	Participate [**]	[**]	[**]	
8.2.4	Provide [**]	[**]	[**]	

O = Owns   P = Participates   V = Has Visibility   BLANK = No Involvement

```
                        SCHEDULE C
          CREDITABLE PERFORMANCE SPECIFICATIONS (CPS)

I.   SCOPE

For avoidance of doubt, (i) for the period commencing on the Effective Date and
ending on the date upon which the Initial Release is released to the production
environment ("Initial Release Production Date"), the Schedule C to the Original
Agreement, as previously amended by the Parties, shall continue in effect and
shall serve as the Schedule C to the Agreement in lieu of this Schedule C; and
(ii) commencing on the Initial Release Production Date, this Schedule C shall be
effective and shall serve as the Schedule C to the Agreement.

Amdocs will measure and report its performance on the Creditable Performance
Specifications ("CPS") set forth below, and each CPS is ranked "High", "Medium"
or "Low" based on the level of criticality to Sprint (the "Criticality Levels"):
```

NUMBER	CREDITABLE PERFORMANCE SPECIFICATION	CRITICALITY LEVEL
	Customer Services	
1.	[**]	[**]
2.	[**]	[**]
3.	[**]	[**]
4.	[**]	[**]
5.	[**]	[**]
	[**]	
6.	[**]	[**]
7.	[**]	[**]
8.	[**]	[**]
9.	[**]	[**]
10.	[**]	[**]
11.	[**]	[**]
12.	[**]	[**]
13.	[**]	[**]
14.	[**]	[**]
15.	[**]	[**]
	[**]	
16.	[**]	[**]
17.	[**]	[**]

II. MEASUREMENT STRUCTURE

Each CPS shall be measured using a "Blue-Green-Yellow-Red" traffic light
mechanism (the "Individual CPS BGYR State"), with "Blue" representing the
highest level of performance and "Red" representing the lowest level of
performance. Depending on the specific Individual CPS BGYR State, [**]). Also,
on a monthly basis, an overall CPS score (the "Overall CPS Score") will be
determined, by assigning points to each CPS based on its Individual CPS BGYR
State and its Criticality Level (with a higher Overall CPS Score indicative of a
lower level of performance by Amdocs). The matrix set forth below describes the
methodology for computing the Overall CPS Score:[**]

| | CRITICALITY LEVEL | | |
INDIVIDUAL CPS BGYR STATE	HIGH	MEDIUM	LOW
Blue	[**]	[**]	[**]
Green	[**]	[**]	[**]
Yellow	[**]	[**]	[**]
Red	[**]	[**]	[**]

However, during the [**] from the [**] the matrix set forth below [**]. For the
avoidance of doubt, [**]

| | CRITICALITY LEVEL | | |
INDIVIDUAL CPS BGYR STATE	HIGH	MEDIUM	LOW
Blue	[**]	[**]	[**]
Green	[**]	[**]	[**]
Yellow	[**]	[**]	[**]
Red	[**]	[**]	[**]

[**]

III. GRACE PERIODS

     The Parties have agreed that for certain specified time periods based on
calendar days (each a "Grace Period") Amdocs' obligation to perform the Services
in accordance with some or all of the CPS will be suspended (such CPS referred
to hereinafter as the "Suspended CPS") upon the occurrence of certain events
that the Parties recognize will negatively impact Amdocs' ability to perform the
Services in accordance with the CPS ("CPS Suspension Events"). [**]

No.	Suspension Event	Grace Period	Suspended CPS
1.	[**]	[**]	[**]
2.	[**]	[**]	[**]
3.	[**]	[**]	[**]
4.	[**]	[**]	[**]
5.	[**]	[**]	[**]
6.	[**]	[**]	[**]
7.	[**]	[**]	[**]
8.	[**]	[**]	[**]
9.	[**]	[**]	[**]
10.	[**]	[**]	[**]

[**]

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IV. [**]

    Set forth below is a table [**] set forth below [**]

TABLE 4.1

```
            [**]
          -----------
[**]       [**]    [**]
- ------    ----    ----

 High      [**]    [**]
Medium     [**]    [**]
 Low       [**]    [**]
```

[**]

TABLE 4.2

[**]
- ----

[**] $[**]
[**]

```
   HIGH                                                    [**]
- ----------   -----------------------------------------------------------------------------------------------------

BGYR State   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]
   Blue      [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]
   Green     [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]
  Yellow     [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]
   Red       [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]
  MEDIUM                                                    [**]
BGYR State   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]
   Blue      [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]
   Green     [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]
  Yellow     [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]
   Red       [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]
   LOW                                                      [**]
BGYR State   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]
   Blue      [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]
   Green     [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]
  Yellow     [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]
   Red       [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]
```

[**]

```
  [**]   [**]   [**]
- ------  ----   ----

  High   [**]   [**]
Medium   [**]   [**]
   Low   [**]   [**]
```

[**] set forth in the chart below:

```
                                    [**]
     -------------------------------------------------------------
     [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]
     ----   ----   ----   ----   ----   ----   ----   ----   ----

[**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]
[**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]
```

V.   MONTHLY CPS REPORT

        On a monthly basis, Amdocs shall provide a written report to Sprint which
includes the following information (the "Monthly CPS Report"): (i) Amdocs'
quantitative performance for each CPS; (ii) each Individual CPS BGYR State and
the Overall CPS Score; (iii) any monthly [**] for each CPS; (iv) the
year-to-date [**] for each CPS and all the CPS; (v) a [**] and corrective action
plan with respect to any CPS where the Individual CPS BGYR State was not "Blue"
or "Green" during the preceding month; and (vi) trend or statistical analysis
with respect to each CPS as requested by Sprint. The Preliminary Monthly CPS
Report shall be due on the [**] of the following month and the Final Monthly CPS
Report shall be due on the [**] of the following month. The Monthly CPS Report,
delivered on the [**] of the following month, will include each KPI being
tracked by Amdocs.

Amdocs will continue to provide a service level data feed to Sprint for the
Service Scope system. New solutions will be reviewed and collaborated as the web
reporting definition evolves.

VI.   CREDITABLE PERFORMANCE SPECIFICATION REVIEW AND CHANGE PROCESS

        CPSs are subject to review on the following occasions throughout the Term:

    -     [**] Review: Amdocs and Sprint shall set a mutually agreed date to
          conduct [**] reviews of the CPS and Amdocs' performance with respect
          to the CPS. At a minimum, the [**] review will include:

          -     [**] review of the [**];

          -     [**], if any, based upon mutual written agreement. Amdocs will
                make the required system updates in order that any revised CPS
                will become effective January first of the following year.
                Schedule C [**] each calendar year ([**] time and under no
                circumstance greater than [**] time); Amdocs will tune its system
                to accommodate any agreed CPS change each [**]. The new CPS' will
                be effective [**] of the following year. (End of year lockdown
                takes place each [**], so no change can occur past [**] in each
                year.)

    -     Sprint may request to include a new CPS(s) or an Associated Measure(s)
          to Schedule C on a [**]. Upon mutual agreement of the CPS (s) or the
          Associated Measure(s), Amdocs will implement within [**] months from
          the date of such agreement.

Any item to be considered as an exclusion or inclusion to the SLA by Amdocs or
Sprint must be submitted to the corresponding Amdocs/Sprint SLA team. The item
is then documented in the "SLA Exclusion List" spreadsheet which contains the
CPS affected, date of issue, date submitted, description of issue,

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inclusion/exclusion resolution, approver's name and approval date. This information is then submitted to the appropriate SLA team (Sprint or Amdocs) to take to the business for approval. Once approved or rejected the date and name of the business owner, along with the action, is documented in the "SLA Exclusion List' and the appropriate actions are taken if needed.

If requested by either party, Amdocs or Sprint, changes to any CPS shall be submitted for approval to each Party's Steering Committee members prior to becoming effective.

VII. DEFINITIONS

TERM	DEFINITION
[**]	[**]
[**]	[**]
Amdocs	Has the meaning set forth in the Agreement.
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	Has the meaning set forth in the Measurement Structure section of this Schedule C.
[**]	[**]
[**]	- [**]
[**]	[**]
[**]	The elapsed time between (i) the earlier of (x) the time of the [**] or (y) [**] can successfully process in its entirety.
[**]	The transactions, with respect to each [**], to be measured in calculating the [**]. Each of the [**] are rated "Heavy," "Medium" or "Light," based on the [**] with it. In addition, every [**] during the Term Sprint [**] it determines relate to any [**], provided that Amdocs [**]. Set forth below are the [**] (beneath the [**] to which they relate):[**]

[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]

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```
TERM                              DEFINITION
----                              ----------
              [**]                        [**]

              [**]                        [**]

                                               [**]

              [**]                        [**]

              [**]                        [**]

              [**]                        [**]

              [**]                        [**]

              [**]                        [**]

              [**]                        [**]

              [**]                        [**]

                                                [**]

              [**]                        [**]

              [**]                        [**]

              [**]                        [**]

              [**]                        [**]

              [**]                        [**]

                                                [**]

              [**]                        [**]

              [**]                        [**]

                                                [**]

              [**]                        [**]

              [**]                        [**]

                                                [**]

              [**]                        [**]

              [**]                        [**]

              [**]                        [**]

                                                [**]

              [**]                        [**]

              [**]                        [**]

              [**]                        [**]

              [**]                        [**]

              [**]                        [**]

                                                [**]

              [**]                        [**]

              [**]                        [**]

              [**]                        [**]

              [**]                        [**]

              [**]                        [**]

                                                [**]

              [**]                        [**]

              [**]                        [**]

                                                [**]

              [**]                        [**]

              [**]                        [**]

              [**]                        [**]

              [**]                        [**]
```

[**]	[**]
[**]	[**]
	[**]
[**]	[**]
[**]	[**]
	[**]
[**]	[**]
[**]	[**]
[**]	[**]

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TERM	DEFINITION
[**]	[**]
	[**]
[**]	[**]
[**]	[**]
	[**]
[**]	[**]
[**]	[**]
[**]	[**]
	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
	[**]
[**]	[**]
[**]	[**]
[**]	
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
CPS	Creditable Performance Specification has the meaning set forth in the Agreement.
[**]	[**]
[**]	[**]
Customized Product	Has the meaning set forth in the Agreement.
[**]	[**]
[**]	[**]
Day	Calendar day
[**]	[**]
[**]	[**]
[**]	[**]

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TERM	DEFINITION
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
GE	Greater than or Equal to
GT	Greater Than
[**]	[**]
[**]	[**]
Individual CPS BGYR State	Has the meaning set forth in this Schedule C in the Individual CPS Monthly Scoring Matrix section..
[**]	[**]
Issue	Any trouble, fault or defect related to the Customized Product or the delivery of the Services.
[**]	[**]
[**]	[**]
[**]	[**]

          -    [**]

          -    [**]

          -    [**]

          -    [**]

          -    [**]

          -    [**]

          -    [**]

          -    [**]

          -    [**]

          -    [**]

          -    [**]

          -    [**]

          -    [**]

          -    [**]

          -    [**]

          -    [**]

          -    [**]

          -    [**]

          -    [**]

```
     TERM                           DEFINITION
     ----                           ----------

[**]            [**]

[**]            [**]

LE              Less than or Equal to

LT              Less Than

[**]            [**]

Major Additional  Has the meaning set forth in the Agreement.
Release

[**]            [**]

[**]            [**]

Missed CDRs     Has the meaning set forth in Appendix I under the Billable
                Missed CDR Quantity CPS..

[**]            [**]

Net Amount      Has the meaning set forth in the Performance Credits and
                Bonuses section of this Schedule C.

[**]            [**]

[**]            [**]

[**]            [**]

[**]            [**]

[**]            [**]

Overall CPS     Has the meaning set forth in the Individual CPS Monthly
Score           Scoring Matrix of this Schedule C.

Party           Has the meaning set forth in the Agreement.

Performance     Has the meaning set forth in the Performance Credits and
Credit          Bonuses of this Schedule C.

[**]            [**]

[**]            [**]

Priority Level  The severity designation assigned to an Issue to reflect the
                business impact of that particular Issue. Priority Levels are
                assigned by the Parties as mutually agreed upon in accordance
                with the criteria set forth below. Below are criteria to be
                used in assigning Priority Levels:

                PRIORITY 1 (P1):
                [**]
                PRIORITY 2 (P2):
```

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TERM	DEFINITION
	[**]
	PRIORITY 3 (P3):
	[**]
[**]	[**]
[**]	[**]
Production Environment	Has the meaning set forth in the Agreement.
[**]	[**]
Release	Has the meaning set forth in the Agreement.
Reseller	Has the meaning set forth in the Agreement.
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
Sprint	Has the meaning set forth in the Agreement.
[**]	[**]
Steering Committee	Has the meaning set forth in the Agreement.
Sub-Functions	Any module in the Customized Product.
Subscriber(s)	Has the meaning set forth in the Agreement.
[**]	[**]
[**]	[**]
[**]	[**]
Term	Has the meaning set forth in the Agreement.
[**]	[**]

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TERM	DEFINITION
Third Party	Has the meaning set forth in the Agreement.
[**]	[**]
[**]	[**]
Training Environment	As defined in Appendix I under the Training Environment CPS section of this Schedule C document.
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]

VIII. [**]

      Certain CPS definitions include more than one associated measurement to
      determine the composite score for the CPS. It is therefore necessary to
      merge the results from the associated measurements in order to determine
      the score for an individual CPS for the Measurement Period. [**].

There are circumstances when a CPS or Associated Measure may become inactive or
not applicable for a Measurement Period. For circumstances where a measure is
not to be included, the color will be set to white. [**]

BGYR	[**]
Blue	[**]
Green	[**]
Yellow	[**]
Red	[**]

ASSOCIATED MEASUREMENT CHART

INDIVIDUAL CPS		ASSOCIATED MEASUREMENTS	CPS PERCENTAGE
[**]	-	[**]	[**]
	-	[**]	[**]
[**]	-	[**]	[**]
	-	[**]	[**]
[**]	-	[**]	[**]
	-	[**]	[**]
[**]	-	[**]	[**]
	-	[**]	[**]
[**]	-	[**]	[**]
	-	[**]	[**]
	-	[**]	[**]
[**]	-	[**]	[**]
	-	[**]	[**]
	-	[**]	[**]
[**]	-	[**]	[**]
	-	[**]	[**]
	-	[**]	[**]
[**]	-	[**]	[**]
	-	[**]	[**]
	-	[**]	[**]
	-	[**]	[**]
[**]	-	[**]	[**]
[**]	-	[**]	[**]

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```
INDIVIDUAL CPS    ASSOCIATED MEASUREMENTS    CPS PERCENTAGE
- --------------   -----------------------   --------------

                  -      [**]                     [**]
                  -      [**]                     [**]
[**]              -      [**]                     [**]
                  -      [**]                     [**]
[**]              -      [**]                     [**]
                  -      [**]                     [**]
[**]              -      [**]                     [**]
                  -      [**]                     [**]
[**]              -      [**]                     [**]
[**]              -      [**]                     [**]
[**]              -      [**]                     [**]
                  -      [**]                     [**]
```

INDIVIDUAL CPS BGYR CHART


```
BGYR STATE    TOTAL POINTS
- ----------  ------------

Blue          [**]
Green         [**]
Yellow        [**]
Red           [**]
```

SAMPLE CALCULATION

Step 1: CALCULATE [**] FOR EACH [**]A) [**]B) [**]

Step 2: CALCULATE THE [**] IS COMPUTED [**]Special Exception: IF ANY
[**]Computing the [**] (Rounding): [**]WHERE APPLICABLE,
[**] WILL BE USED [**], UNLESS OTHERWISE SPECIFIED [**]

SAMPLE CALCULATION

Using the [**] the following [**]

```
INDIVIDUAL CPS BGYR STATE    PRODUCTION ENVIRONMENT
- ------------------------    ----------------------

Blue                             [**]
Green                            [**]
Yellow                           [**]
Red                              [**]
```

[**]

```
                              APPENDIX I
                 CREDITABLE PERFORMANCE SPECIFICATIONS (CPS)

1.0  CSM

     1.1. CSM ONLINE AVAILABILITY

          See Annex A for definition and calculation.

     1.2. CSM RESPONSE TIME

          1.2.1. CREDITABLE PERFORMANCE SPECIFICATION

Specification:          CSM Online Response Time

Definition:             The amount of time required for a requested CBF
                        Transaction to be completed.

                        This CPS applies to that portion of transaction
                        processing for which Amdocs is responsible.

CPS Formula:

[**]                         [**]

[**]                         [**]

[**]                         [**]

Measurement Period:     Calendar Month

Data Source:            Amdocs Performance Analyzer Tool

                        Amdocs shall not change or redesign the Performance
                        Analyzer Tool without written agreement from Sprint.
                        Subject to the preceding sentence, changes to the
                        Performance Analyzer Tool will be reflected in the
                        Impact Assessment notes for future release and will
                        be supplied to Sprint.

                        [**]

Frequency of Collection:  Continuous

Special Exclusions:     [**]
```

1.2.2. CPS MEASURES

- Each Measurement Period, Amdocs shall summarize the CSM
  Response Times for all CBF Transactions [**].

[**]

All CSM CBF transactions are a part of this measurement.

	[**]		
INDIVIDUAL CPS BGYR STATE	[**]	[**]	[**]
Blue	[**]	[**]	[**]
Green	[**]	[**]	[**]
Yellow	[**]	[**]	[**]
Red	[**]	[**]	[**]

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2.0 FDT (ORDER MANAGEMENT SYSTEM)

    2.1. FDT (ORDER MANAGEMENT SYSTEM) ONLINE AVAILABILITY

        See Annex A for definition and calculation.

    2.2. FDT (ORDER MANAGEMENT SYSTEM) RESPONSE TIME

        2.2.1. CREDITABLE PERFORMANCE SPECIFICATION

Specification:	FDT Response Time
Definition:	The amount of time required for a requested CBF FDT Transaction to be completed.
	This CPS applies to that portion of transaction processing for which Amdocs is responsible.

CPS Formula:

[**]	[**]
[**]	[**]
[**]	[**]

Where A, B & C represent the 1st, 2nd and 3rd categories of the CPS measure charts

Measurement Period:	Calendar month
[**]	[**]
Data Source:	Amdocs Performance Analyzer Tool
	Amdocs shall not change or redesign the Performance Analyzer Tool without written approval from Sprint. Subject to the preceding sentence, changes to the Performance Analyzer Tool will be reflected in the Impact Assessment notes for future release and will be supplied to Sprint.
Frequency of Collection:	Continuous
Special Exclusions:	[**]

2.3. CPS MEASURES

Each Measurement Period, Amdocs shall summarize the FDT Response Times
for all CBF Transactions [**]

The parties have agreed that the Performance Analyzer Tool provides
measurements that closely approximate Amdocs' responsibilities for CBF
Transaction processing, [**]

All FDT CBF transactions will be measured.

2.3.1. CPS MEASURES FOR [**] TRANSACTIONS

Individual CPS BGYR State	[**]		
- -----------------------	-----------------		
	[**]	[**]	[**]
Blue	[**]	[**]	[**]
Green	[**]	[**]	[**]
Yellow	[**]	[**]	[**]
Red	[**]	[**]	[**]

2.3.2. CPS MEASURES FOR [**] TRANSACTIONS

[**]

INDIVIDUAL CPS BGYR STATE	[**]		
- -----------------------	-----------------		
	[**]	[**]	[**]
Blue	[**]	[**]	[**]
Green	[**]	[**]	[**]
Yellow	[**]	[**]	[**]
Red	[**]	[**]	[**]

[**]

INDIVIDUAL CPS BGYR STATE	[**]		
- -----------------------	-----------------		
	[**]	[**]	[**]
Blue	[**]	[**]	[**]
Green	[**]	[**]	[**]
Yellow	[**]	[**]	[**]
Red	[**]	[**]	[**]

[**]

INDIVIDUAL CPS BGYR STATE	[**]		
- -----------------------	-----------------		
	[**]	[**]	[**]
Blue	[**]	[**]	[**]
Green	[**]	[**]	[**]
Yellow	[**]	[**]	[**]
Red	[**]	[**]	[**]

Transactions containing [**] will be [**] but will not[**]

3.0 ECARE (SELF CARE)

    3.1. ECARE (SELF CARE) AVAILABILITY

        3.1.1. CREDITABLE PERFORMANCE SPECIFICATION

           See Annex A for definition and calculation

    3.2. ECARE RESPONSE TIME (SELF CARE)

        3.2.1. CREDITABLE PERFORMANCE SPECIFICATION

Specification:	eCare Response Time
Definition:	The amount of time required for a requested eCare Transaction to be completed.
	Measurement will be done for all Read or Write transactions to the eCare/Customized Product databases within the Champaign facility only.
	Response time measurements are taken on a daily basis and results will be reported to Sprint on a monthly basis in keeping with the terms of the Agreement. Measurement points for this CPS exist between the application server and database server both of which reside within the Amdocs data center.
	Customized Product-related transactions, will be available during Customized Product Online Availability time.
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
Measurement Period:	Calendar month
Data Source:	Amdocs eCare / Customized Product
Frequency of Collection:	Continuous
Special Exclusions	- [**].

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3.2.2. CPS MEASURES

Set forth below is a chart depicting the CPS measurements and
related Individual CPS BGYR States for eCare response time:

All eCARE transactions are a part of this measurement.

	[**]		
INDIVIDUAL CPS BGYR STATE	[**]	[**]	[**]
Blue	[**]	[**]	[**]
Green	[**]	[**]	[**]
Yellow	[**]	[**]	[**]
Red	[**]	[**]	[**]

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4.0 WIRELESS MANAGER

    4.1. WIRELESS MANAGER AVAILABILITY

        See Annex A for definition and calculation.

    4.2. WIRELESS MANAGER RESPONSE TIME

        4.2.1. CREDITABLE PERFORMANCE SPECIFICATION

Specification:	Wireless Manager Response Time
Definition:	Wireless Manager (WM) Response time will be measured between the application server and database server on a continuous basis and reported monthly. [**]

CPS Formula

[**]	[**]
[**]	[**]

Measurement Period:	Calendar month
Measurement Transaction	Includes all WM transactions in production during the measurement
Data Source:	Wireless Manager Performance Logs
Frequency of Collection:	Continuous (During all application availability)
Exclusions:	[**]

        4.2.2. CPS MEASURES

          Set forth below is a chart depicting the CPS measures and related Individual CPS BGYR States for WM response time:

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```
                              [**]
                           -----------
INDIVIDUAL CPS BGYR STATE   [**]    [**]
- ------------------------   ----    ----


Blue                        [**]    [**]
Green                       [**]    [**]
Yellow                      [**]    [**]
Red                         [**]    [**]
```

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5.0 SVIEW

    5.1. SVIEW AVAILABILITY

        See Annex A for definition and calculation

    5.2. SVIEW RESPONSE TIME

        5.2.1. CREDITABLE PERFORMANCE SPECIFICATION

Specification:	sView Response Time
Definition:	The average amount of time required for a sView (CRM) Transaction to be completed, where such amount of time refers only to that portion of the transaction processing for which Amdocs is responsible.
	[**]
CPS Formula	1- (Number of Transactions in each category / Total number of transactions)
Measurement Period:	Calendar month
Data Source:	Amdocs sView
Frequency of Collection:	Continuous
Special Exclusions	[**]

        5.2.2. CPS MEASURES

        Set forth below is a chart depicting the CPS measures and related
        Individual CPS BGYR States for sView response time:

[**]

	[**]		
	[**]		
INDIVIDUAL CPS BGYR STATE	[**]	[**]	[**]
Blue	[**]	[**]	[**]
Green	[**]	[**]	[**]
Yellow	[**]	[**]	[**]
Red	[**]	[**]	[**]

[**]

5.3. SVIEW SYNCHRONIZATION TIME

Specification: sView Synchronization Time

Definition: Ensemble to sView Application database
                          synchronization time

                          Average number of minutes to synchronize

CPS Formula:

Measurement Period: Calendar month

Data Source: Amdocs Tracking Tool

Frequency of Collection: Continuous

Special Exclusions:

 [**]

INDIVIDUAL CPS BGYR STATE   [**]
- ------------------------   ----

Blue   [**]
Green   [**]
Yellow   [**]
Red   [**]

                          Privileged and Confidential

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6.0 BILLING

     6.1. CDR RATING THROUGHPUT

          6.1.1. CREDITABLE PERFORMANCE SPECIFICATION

Specification: CDR Rating Throughput

Definition: The percentage of CDR Rating Files that successfully
                        started processing [**].

CPS Formula: [**] [**] [**]

Measurement Period: Calendar Month.

Data Source: Automated CDR Transfer (ACT) Logs, Message
                        Acquisition and Formatting (MAF) and Audit and
                        Control Reports.

Frequency of Collection: Continuous (24 hours a day, 7 days a week)

Special Exclusions   -   [**].

          6.1.2. CPS MEASURES

               Set forth below is a chart depicting the CPS measures and related
               Individual CPS BGYR States for CDR Rating Throughput. The
               Individual CPS BGYR State shall be the least favorable BGYR State
               with respect to monthly performance or with respect to
               transmittals missed on any given day during the Measurement
               Period.

BGYR STATE   [**]
- ----------   ----

Blue   [**]
Green   [**]
Yellow   [**]
Red   [**]

     6.2. INVOICE ACCURACY

6.2.1. CREDITABLE PERFORMANCE SPECIFICATION

Specification: Invoice Accuracy (Accurate Invoice Quantity and
                          Revenue Accuracy Amount)

Definition: The percentage of correctly prepared invoices AND the
                          percentage of accurately billed revenue [**]

CPS Formula: -   [**]

Measurement Period: Calendar Month.

Data Source: Amdocs Billing Operations and Service Desk Ticketing
                          System

                          Sprint shall report via Service Desk tickets the
                          following:

                                -   Incorrectly prepared invoices.

                                -   Unprepared invoices.

                                -   Inaccurate billed amounts.

                                -   Failure to bill amounts.

                          This will include the calculation of any taxes.

Frequency of Collection: During each Billing Cycle

Special Exclusions   -   [**]

6.2.2. CPS MEASURES

[**].

For the purpose of [**]

Material impacts not reported [**] will be tracked and become
part of the End-of-Year (EOY) financial settlement process.

For the avoidance of doubt, [**] Set forth below is a chart [**]

```
INDIVIDUAL CPS BGYR STATE  [**]
- ------------------------  ----

Blue                       [**]
Green                      [**]
Yellow                     [**]
Red                        [**]
```

6.3. BILLABLE CDR MISSED QUANTITY

    6.3.1. CREDITABLE PERFORMANCE SPECIFICATION

Specification: Billable CDR Missed Quantity

Definition: The number of billable CDRs (CDR with revenue
                          attached) that were subject to processing and Billing
                          that were not processed ("Missed CDRs") by Amdocs

CPS Formula: [**]

Measurement Period: Calendar Month

Data Source: Billing

Frequency of Collection: Continuous

Special Exclusions: [**]

    6.3.2. CPS MEASURES

      [**]

```
INDIVIDUAL CPS BGYR STATE   [**]
- ------------------------   ----

Blue                        [**]
Green                       [**]
Yellow                      [**]
Red                         [**]
```

7.0 INTERFACES AND APIS

7.1. KEY INTERFACE TIMELINESS

7.1.1. CREDITABLE PERFORMANCE SPECIFICATION

Specification: Key Interfaces Timeliness

Definition: Measurement of Amdocs ability to complete Key
                        Interface functions by the times outlined below.
                        Times reflect completion times and are Monday -
                        Friday, unless otherwise noted:

KEY INTERFACES	TIMES	WEEKEND TIMES
Accts Payable	[**]	
PNC Outgoing (A/R)	[**]	
Paymentech Batch (A/R)	[**]	
OCA Download (Collections)	[**]	[**]
Stars	[**]	
Mosaics	[**]	[**]
Letters	[**]	[**]
Oracle PO	[**]	
Minotaur	[**]	
Lockbox Payments	[**]	
BCV for NDW	[**]	[**]

                        ** [**]

                        [**]

CPS Formula: [**]

Measurement Period: Calendar Month

Data Source: Batch Stats Tool

Frequency of Collection: Throughout Measurement Period

Special Exclusions: [**]

7.1.2. CPS MEASURES

         Set forth below is a chart [**]

INDIVIDUAL CPS BGYR STATE	[**]
Blue	[**]
Green	[**]
Yellow	[**]
Red	[**]

7.2. API AVAILABILITY

                See Annex A for definition and calculation

        7.3. API RESPONSE TIME

                7.3.1. CREDITABLE PERFORMANCE SPECIFICATION

Specification: Application Program Interface (API) Response Time

Definition: The amount of time required for a requested
                         transaction to be completed when submitted [**] via
                         API.

                         This CPS applies to that portion of transaction
                         processing for which Amdocs is responsible.

CPS Formula: [**]

Measurement Period: Calendar Month.

Data Source: Amdocs

Frequency of Collection: Continuous

Special Exclusions: - [**].

                7.3.2. GRACE PERIOD:

                        [**]

                7.3.3. CPS MEASURES

                                         [**]

INDIVIDUAL CPS BGYR STATE   [**]   [**]   [**]
- ------------------------   -------------------

Blue   [**]   [**]   [**]
Green   [**]   [**]   [**]
Yellow   [**]   [**]   [**]
Red   [**]   [**]   [**]

```
INDIVIDUAL CPS BGYR STATE    [**]
- ------------------------    ----

Blue                         [**]
Green                        [**]
Yellow                       [**]
Red                          [**]


To achieve an [**]
```

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8.0 DEFECT AND REPAIR

   8.1. TIME TO REPAIR

      8.1.1. CREDITABLE PERFORMANCE SPECIFICATION

Specification: Time to Repair

Definition: Amdocs' unencumbered time to repair each Issue during
                        the Measurement Period. The measurement time for this
                        CPS begins when an Issue is received through the
                        /CHAMPS interface and acknowledged by a
                        system-generated auto reply to the submission. The
                        measurement time ends when the repair is implemented
                        or, if earlier (in the case of Product Defects),
                        scheduled in accordance with the parties' joint
                        consent, for implementation in production. [**]

                        Amdocs and Sprint shall jointly agree to reprioritize
                        incidents for CPS measurement if the initial priority
                        is not reflective of the established guidelines in
                        the Definitions of this document.

CPS Formula: [**]

Measurement Period: Monthly

Data Source: CHAMPS

Frequency of Collection: Continuous

Special Exclusions   -   [**]

      8.1.2. TIME TO REPAIR CPS MEASURE

            [**]

                        Priority 1   Priority 2
Individual CPS BGYR State   [**]   [**]
- ------------------------   ----------   ----------

Blue   [**]   [**]
Green   [**]   [**]
Yellow   [**]   [**]
Red   [**]   [**]

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```
                                   Priority
Individual CPS BGYR State   [**]   3 [**]
- ------------------------   ----   --------

Blue                        [**]     [**]
Green                       [**]     [**]
Yellow                      [**]     [**]
Red                         [**]     [**]
```

        For the avoidance of doubt, [**]

    8.2. DEFECT QUANTITY AND SEVERITY

        8.2.1. CREDITABLE PERFORMANCE SPECIFICATION

Specification: Defect Quantity and Severity

Definition: The quantity and severity of Issues discovered in the
                         Customized Product and Amdocs Services during ongoing
                         operations.

                         [**]

CPS Formula: [**]

Measurement Period: Monthly

Data Source: CHAMPS

Frequency of Collection: Continuous

Special Exclusions   - [**]

        8.2.2. CREDITABLE PERFORMANCE SPECIFICATION

          [**]

```
                             [**] by Priority Level
                         ------------------------------------
Individual CPS BGYR State  Priority 1   Priority 2   Priority 3
- ------------------------  ----------   ----------   ----------

Blue                        [**]         [**]         [**]
Green                       [**]         [**]         [**]
Yellow                      [**]         [**]         [**]
Red                         [**]         [**]         [**]
```

[**]

	[**] Priority Level		
Individual CPS BGYR State	Priority 1	Priority 2	Priority 3
Blue	[**]	[**]	[**]
Green	[**]	[**]	[**]
Yellow	[**]	[**]	[**]
Red	[**]	[**]	[**]

9.0 TABLE REFRESH PERFORMANCE

    9.1. TABLE REFRESH SCHEDULE AND ACCURACY

        9.1.1. CREDITABLE PERFORMANCE SPECIFICATION

Specification:	Table Refresh Schedule and Accuracy

Definition:

1. Percentage of production reference tickets that are completed within Table Level CPS (see chart).

    -   [**]

2. [**]

Definitions:	Normal Request:	Tickets submitted that meet the agreed upon schedules and type as stated in this Schedule C.
	Number of tickets: (# of tickets)	The sum total of all tickets received from Sprint for the Measurement Period. Includes Fast Track, Priority List and late submission requests.
	[**]	[**]
	[**]	[**]

CPS Formula:	[**]
Measurement Period:	Monthly
Data Source:	CHAMPS
Frequency of Collection:	Continuous
Special Exclusions:	- [**]

[**] TABLE

[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]

```
[**]    [**]
[**]    [**]
[**]    [**]
[**]    [**]
```

Set forth below is a chart [**]

```
INDIVIDUAL CPS BGYR STATE    [**]
- ------------------------    ----

Blue                         [**]
Green                        [**]
Yellow                       [**]
Red                          [**]
```

SCHEDULE TABLE

```
TABLE AREA    TABLE NAME    DAYS TO COMPLETE THE UPDATE REQUEST
- ----------    ----------    ------------------------------------

[**]          [**]                           [**]
[**]          [**]                           [**]
[**]          [**]                           [**]
[**]          [**]                           [**]
```

10.0 PROVISIONING TIMELINESS AND ACCURACY

    10.1. PROVISIONING AVAILABILITY

        Provisioning availability is the end-to-end availability of the
        provisioning environment, which includes both Switch Control (SC) and
        iDen Virtual Switch (IVS). [**] is considered to be [**]

    10.2. PROVISIONING TIME

        10.2.1. CREDITABLE PERFORMANCE SPECIFICATION

Specification:	Provisioning Time
Definition:	The time required to process a Valid Provisioning Transaction.
CPS Formula:	[**]
Measurement Period:	Calendar month
Data Source:	Switch Control Reports
Frequency of Collection:	Daily (7 days per week)
Special Exclusions:	[**], [**]

        10.2.2. CPS MEASURES

           Set forth below is a chart [**]

INDIVIDUAL CPS BGYR STATE	[**]
Blue	[**]
Green	[**]
Yellow	[**]
Red	[**]

    10.3. PROVISIONING SUCCESS PERCENTAGE

10.3.1. CREDITABLE PERFORMANCE SPECIFICATION

Specification: Provisioning Success Percentage

Definition: The percentage of Valid Provisioning Transactions
                        that successfully process, i.e., result in the
                        requested actions being processed by the Customized
                        Product and made available to the network and network
                        elements.

CPS Formula: [**]

                        [**]

Measurement Period: Calendar month

Data Source: Switch Control Reports

Frequency of Collection: Continuous

Special Exclusions   The calculation of this CPS excludes Sprint
                        responsible or Sprint initiated errors.

                        The calculation will not include Sprint Network
                        rejections.

                        Maintenance Periods - Provisioning Success Percentage
                        measurements will not be collected when Provisioning
                        is unavailable during agreed upon maintenance
                        periods. When Provisioning is available during
                        maintenance periods, Provisioning Timeliness will be
                        collected and this CPS shall apply.

          10.3.2. CPS MEASURES

          Set forth below is a chart [**]

INDIVIDUAL CPS BGYR STATE   [**]
- ------------------------   ----

Blue   [**]
Green   [**]
Yellow   [**]
Red   [**]

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11.0 VAD TIMELINESS AND ACCURACY

    11.1. VAD TIMELINESS

        11.1.1. CREDITABLE PERFORMANCE SPECIFICATION

Specification:	VAD Order Processing Time
Definition:	VAD timeliness is the time to process the purchase order plus the time to process the activations information. [**]
Measurement Period:	Calendar Month
Measurement unit:	Minutes
Data Source:	Customized Product
Frequency of Collection:	Continuous
CPS Formula:	[**].
Special Exclusions	[**]
	[**]

        11.1.2. CPS MEASURES

The Individual CPS BGYR State shall be the least favorable BGYR state with respect to Amdocs' VAD (Fulfillment) Timeliness performance for all Subscribers orders. Set forth below is a chart depicting the CPS measures and the related BGYR states:

[**]

INDIVIDUAL BGYR STATE	[**]
Blue	[**]
Green	[**]
Yellow	[**]
Red	[**]

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11.2. VAD PERCENTAGE OF PHONES SUCCESSFULLY ACTIVATED

11.2.1. CREDITABLE PERFORMANCE SPECIFICATION

Specification: VAD Percentage of Subscribers with services
                          successfully activated

Definition: [**]

Measurement Period: Calendar Month

Measurement unit: Subscribers with services

Data Source: The daily and monthly Sprint VAD Activation Report

Frequency of Collection: Continuous

Special Exclusion: [**]

11.2.2. CPS MEASURES

Set forth below is a chart depicting the CPS measures and the
related BGYR states:

INDIVIDUAL BGYR STATE	[**]
Blue	[**]
Green	[**]
Yellow	[**]
Red	[**]

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12.0 SAS AVAILABILITY

    See Annex A for definition and calculation.

    12.1. SAS OUTPUT AND REPORTS

        12.1.1. CREDITABLE PERFORMANCE SPECIFICATION

Specification: SAS Output and Reports

Definition: Measurement of Amdocs ability to delivery SAS Output
                        and Reports.

JOB NAME	OUTPUT OR REPORT	TARGET
[**]	[**]	[**]
[**]	[**]	[**]
[**]	[**]	[**]
[**]	[**]	[**]
[**]	[**]	[**]

CPS Formula: [**]

Measurement Period: Per cycle

Data Source: SAS

Frequency of Collection: Continuous

Special Exclusions: Rejected accounts will be handled in the next
                        cycle run

        12.1.2. CPS MEASURES

Set forth below is a chart [**]

INDIVIDUAL CPS BGYR STATE	[**]
Blue	[**]

Green   [**]
Yellow   [**]
Red   [**]

13.0 TRAINING ENVIRONMENT

    13.1. AVAILABILITY

        13.1.1. CREDITABLE PERFORMANCE SPECIFICATION

Specification: Training Environment

Definition: Training Environment availability [**].

Exclusion: [**]

Formula: See Annex A

        13.1.2. CPS MEASURES

          Set forth below is a chart [**]

Individual CPS
  BGYR State   [**]
- ------------- ----

Blue   [**]
Green   [**]
Yellow   [**]
Red   [**]

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14.0 DISASTER RECOVERY

    14.1. DISASTER RECOVERY

        14.1.1. CREDITABLE PERFORMANCE SPECIFICATION

Specification: Disaster Recovery

Definition: Time to recover online system in an event of a
                        disaster based on the following.

                        [**]

Measurement Calculation [**].

Formula: [**]

Measurement Period: Each

Data Source: Amdocs Disaster Recovery logs

Frequency of Collection: Throughout Disaster Recovery

        14.1.2. CPS MEASURES

Set forth below is a chart [**]

Individual CPS
  BGYR State   [**]
- --------------   ----

Blue   [**]
Green   [**]
Yellow   [**]
Red   [**]

15.0 RESELLER

    15.1. RESELLER CONVERSION TIME

        15.1.1. CREDITABLE PERFORMANCE SPECIFICATION

Specification: Reseller Conversion Time

Definition: The time it takes to convert reseller from current
                          platform to retail platform.

CPS Formula   [**]

Measurement Period: Calendar Month

Data Source: Amdocs Tracking Tool

Frequency of Collection: Continuous

Exclusions: [**]

        15.1.2. CPS MEASURES

          Set forth below is a chart [**]


```
INDIVIDUAL CPS
  BGYR STATE      [**]
- --------------   ----

Blue            [**]
Green           [**]
Yellow          [**]
Red             [**]
```

    15.2. RESELLER ACTIVATION TIME

        15.2.1. CREDITABLE PERFORMANCE SPECIFICATION

Specification: Reseller Activation Time

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```
Definition:              The time it takes to activate reseller from current
                         platform to retail platform.

CPS Formula              [**]

Measurement Period:      Calendar Month

Data Source:             Amdocs Tracking Tool

Frequency of Collection: Continuous  (during all application availability)

Exclusions:              [**]
```

       15.2.2. CPS MEASURES

          Set forth below is a chart [**]

```
INDIVIDUAL CPS
  BGYR STATE     [**]
- -------------  ----

Blue           [**]
Green          [**]
Yellow         [**]
Red            [**]
```

1.0 Online Availability

    1.1. CREDITABLE PERFORMANCE SPECIFICATION

[**]   [**]

[**]   [**]

[**]   [**]   [**] [**]   [**][**]
                             ————————
                                [**]

[**]   [**]

[**]   [**]

[**]   [**]

[**]   [**]

    1.2. AVAILABILITY TIMES:

        [**]

    1.3. CPS MEASURES

Set forth below is a chart [**]

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```
Individual CPS   [**]
  BGYR State
- --------------   ----

Blue             [**]
Green            [**]
Yellow           [**]
Red              [**]
```

                    ANNEX B-KPIS (KEY PERFORMANCE INDICATORS)

1.0 [**]

```
    [**]   [**]
    [**]   [**]
    [**]   [**]   [**]       [**]   [**][**]
                      _____
                        [**]
    [**]   [**]
    [**]   [**]
    [**]   [**]
    [**]   [**]
```

        1.1.2 CPS Measures

        Set forth below is a chart [**]

```
Individual CPS    [**]
  BGYR State
- --------------    ----

Blue              [**]
Green             [**]
Yellow            [**]
Red               [**]


1.3  [**]

     [**]    [**]
     [**]    [**]
     [**]    [**]
     [**]    [**]
     [**]    [**]
     [**]    [**]
     [**]    [**]

1.3.2 CPS Measures

     Set forth below is a chart: [**]



Individual CPS
  BGYR State      [**]
- --------------    ----

Blue              [**]
Green             [**]
Yellow            [**]
Red               [**]


1.4  [**]

     [**]    [**]
     [**]    [**]
```

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1.4.2 CPS Measures

     [**]

1.5 [**]

1.5.1   [**]

```
     [**]   [**]   [**][**]   [**]
     [**]   [**]
     [**]   [**]
     [**]   [**]
     [**]   [**]
```

     CPS Measures

1.5.2 Set forth below is a chart [**]


```
Individual CPS   [**]
  BGYR State
- -------------   ----

Blue             [**]
Green            [**]
Yellow           [**]
Red              [**]
```

[**]

```
     [**]   [**]
     [**]   [**]
     [**]   [**]   [**][**]
     [**]   [**]
     [**]   [**]
     [**]   [**]
     [**]   [**]
```

1.6 [**]

1.6.1   [**]

1.6.2 CPS Measures

       Set forth below is a chart [**]

Individual CPS   [**]
  BGYR State
- -------------   ----

Blue   [**]
Green   [**]
Yellow   [**]
Red   [**]

[**]

2.0 PRINT VENDOR ACCURACY - [**]

    2.1.1. CREDITABLE PERFORMANCE SPECIFICATION

Specification: Print Vendor Accuracy

[**]   [**]

CPS Formula: [**]

Measurement Period: Monthly

Data Source: Amdocs CHAMPS

Frequency of Collection: Monthly

Special Exclusions: This CPS measures Print Vendor errors, not Sprint
                           or Amdocs.

      2.2 CPS MEASURES:

              THE PRINT VENDOR ACCURACY CPS IS FOR REPORTING PURPOSES ONLY AND
              WILL NOT HAVE AN ASSOCIATED SCORE OR POINTS ASSIGNED.

3.0 EMS SYSTEM AVAILABILITY

              See Annex A for definition and calculation

4.0 SAS CORPORATE ACCOUNT TABLE RESPONSE TIME

      4.1. CREDITABLE PERFORMANCE SPECIFICATION

Specification: SAS Corporate Account Table Response Time

Definition: The average amount of time required for SAS
                           Corporate Account Table Transactions to be
                           completed[**]

CPS Formula   [**]
Measurement Period: Calendar month

Data Source: Performance Analyzer Tool

                           [**]

Frequency of Collection: Continuous

Special Exclusions   [**]

5.0 SAS RESPONSE TIME

      5.1. CREDITABLE PERFORMANCE SPECIFICATION

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Specification: SAS Response Time

Definition: [**]

CPS Formula   [**]

Measurement Period: Calendar month

Data Source: [**]

Frequency of Collection: Continuous

[**]   [**]

     5.2. CPS MEASURES

          Set forth below is a chart [**]

INDIVIDUAL CPS BGYR STATE   [**]
- ------------------------   ----

Blue   [**]
Green   [**]
Yellow   [**]
Red   [**]

6.0 TESTING TIME TO REPAIR

     6.1. CREDITABLE PERFORMANCE SPECIFICATION

Specification: Testing Time to Repair for Acceptance Testing (AT)
                        and Performance Testing

                        Definition: [**]

[**]   [**]   [**]   [**]
[**]   [**]   [**]   [**]

[**]
[**]   [**]   [**]   [**]   [**]

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```
                 Special
                 Exclusions

    6.2. CPS MEASURES


INDIVIDUAL CPS
  BGYR STATE      [**]   [**]
- --------------  ----   ----

BLUE              [**]   [**]
GREEN             [**]   [**]
YELLOW            [**]   [**]
RED               [**]   [**]
```

                        Privileged and Confidential

SCHEDULE D

CHARGES

1. License Fees. Amdocs will charge Sprint for license fees in the amount of
    $[**] ("License Fees") for the licenses to use the Generic Product and all
    Customizations to the Generic Product. Annex B sets forth a non-exhaustive
    list of modules that are included as part of the Generic Product.

2. Payment Terms with regard to License Fees. Amdocs may invoice Sprint for
    the License Fees, as follows:

            1. $[**], which the Parties acknowledge and agree was invoiced
                 previously and was already paid by Sprint on [**]

            2. $[**]. Sprint will use commercially reasonable efforts to
                 pay this invoice by [**].

3. Implementation and Conversion Fees.

    3A. [**]. The [**] amount set forth in this Schedule D (Charges) to
         implement the CTA Functionality into the Customized Product and
         achieve the Final Conversion Milestone is $[**]. However, pursuant to
         Section 2.1.1.f of the Agreement, Implementation Services Orders may
         set forth mutually agreed to amounts that shall be added to and become
         part of the [**], or shall be subtracted from the [**] with respect to
         any CTA Functionality described in clause (i) of the definition of CTA
         Functionality that is determined by the Parties to no longer be
         required. Sprint shall not be required to pay the [**] unless Sprint
         has reasonably determined that the Milestones set forth in Table 4A
         and Table 4B have been completed in conformity with the Impact
         Assessment Documents, Schedule A, and any applicable Implementation
         Services Order. Amdocs will [**] for implementation of CTA
         Functionality regardless of the level of effort required to complete
         in-scope activities in accordance with the terms hereof.

         If Sprint does not meet its agreed responsibilities resulting in a
         Delay, then, subject to the requirements of Section 10.4 (Delay),
         Amdocs shall receive the relief set forth in Section 10.4 (Delay).

3B. Project Management Office (PMO) Activities. Amdocs has begun to provide the PMO services related to this Agreement. The PMO Services Order will be agreed upon and executed by the Parties, in accordance with which Amdocs shall provide such services for the fixed fee of $[**] (subject to agreement by the Parties upon the scope of such services).

3C. In-Flight Projects. Amdocs will perform each of the In-Flight Projects, as listed and defined in Schedule A and any applicable Implementation Services Order. Each In-Flight Project shall be performed for the fixed fee amount set forth in Annex D to this Schedule D (Charges). The total of all such fixed fee amounts for all In-Flight Projects is $[**]. Each In-Flight Project will be performed within the release schedule timeframes defined in the Implementation Services Orders.

4. Payment Terms & Milestones with regard to the Implementation and Conversion Fees. Amdocs shall charge Sprint for work associated with CTA Functionality and In-Flight Projects only upon full completion of the milestones for each applicable Release and Conversion listed in Tables 4A and 4B. The portion of the [**] associated with Conversion will be charged on a per Conversion basis according to the milestones defined in Table 4B. The portion of the [**] associated with all other [**] will be charged on a per Release basis according to the milestones identified in Table 4A. Amdocs shall invoice Sprint no earlier than [**]. The portion of the [**] applicable to each Release is set forth in Table 4C and the portion of the [**] applicable to each Conversion is set forth in Table 4D. [**] is to be completed in connection with the [**]. The Parties may agree in the Implementation [**] to adjust the [**].

TABLE 4A: Implementation and Conversion Fees Payment and Milestone Table: Releases

Payment due upon completion and acceptance of:	% PAYMENT PER RELEASE
[**]	[**]%
[**]	[**]%
[**]	[**]%
[**]	[**]%

TABLE 4B: Implementation and Conversion Fees Payment and Milestone Table: Conversion

```
Payment due upon completion and acceptance of:   % PAYMENT PER CONVERSION
- ----------------------------------------------   ------------------------

[**]                                                [**]%
[**]                                                [**]%
[**]                                                [**]%
[**]                                                [**]%
```

TABLE 4C: [**]

```
[**]    [**]
- ----   -----

[**]   $[**]
[**]   $[**]
[**]   $[**]
[**]   $[**]
       -----
Total  $[**]
       =====
```

TABLE 4D: [**] by Conversion

```
CONVERSION    [**]
- ----------   -----

[**]         $[**]
[**]         $[**]
[**]         $[**]
[**]         $[**]
[**]         $[**]
[**]         $[**]
             -----
Total        $[**]
             =====
```

5. Amdocs right to dispute Sprint's determination regarding Milestones. For
    the avoidance of doubt, Amdocs shall be entitled to dispute any Sprint
    decision regarding Milestones and payments related thereto and to commence
    the dispute resolution process described in the Agreement.

6. Monthly Subscriber Fee (referred to in this Agreement, including this
    Schedule D, as "Monthly Subscriber Fee", "Monthly Charge Per Subscriber" or
    "MSF"). Amdocs will charge Sprint a monthly fee for each Subscriber billed
    through the Customized Product, pursuant to the schedules set forth below.
    [**]

6A. Monthly Subscriber Fee (MSF) for Retail Subscribers, in a [**]. The Monthly
     Subscriber Fee for Retail Subscribers is as follows, on a [**]:

TABLE 6A: Amdocs MSF, based on [**], as described above:

MIN SUBS	MAX SUBS	[**]	[**]
[**]	[**]	$[**]	$[**]
[**]	[**]	$[**]	$[**]
[**]	[**]	$[**]	$[**]
[**]	[**]	$[**]	$[**]
[**]	[**]	$[**]	$[**]
[**]	[**]	$[**]	$[**]
[**]	[**]	$[**]	$[**]
[**]	[**]	$[**]	$[**]
[**]	[**]	$[**]	$[**]
[**]	[**]	$[**]	$[**]
[**]	[**]	$[**]	$[**]
[**]	[**]	$[**]	$[**]
[**]	[**]	$[**]	$[**]

*   B will equal the total number of Retail Subscribers on the Customized
     Product on the date the Final Conversion Milestone is successfully
     achieved.

          The table above applies as follows:

          (1) [**]; however, the rate specified for [**].

          (2) Amdocs will charge Sprint [**] Subscribers.

          (3) Upon reaching a [**] through [**] will be charged to [**],
               however, the [**] will not be [**] for the period up to and
               including [**] for the [**] for the period after acceptance of
               the [**] for the [**] was actually [**]. The process set forth in
               this paragraph shall be [**] in determining the [**]. For
               example, with respect to a [**] subsequent to [**], then the [**]
               for any [**] in the [**] will not be [**].

          (4) In the event of a [**] will be the [**] the [**] according to the
               [**] for the [**]. For example, if [**] in the following [**],
               then the [**] for that following [**] is [**] than the [**]
               according to the [**] and the applicable [**].

6B. Ongoing Cost for Wholesale Subscribers. The Monthly Subscriber Fee for
     Wholesale Subscribers is as follows, on a [**]:

     TABLE 6B: Ongoing Costs for Wholesale

NUMBER OF SUBSCRIBERS	MONTHLY SUBSCRIBER FEE
[**]	$[**]
[**]	$[**]
[**]	$[**]
[**]	$[**]

     The table above applies as follows:

     (1) Amdocs will charge Sprint the [**] for [**].

     (2) Upon reaching a [**] will not be less than [**], the [**] for [**],
          the [**] for the [**] set forth in this paragraph shall be [**] in
          determining the [**]. For example, with respect to a particular [**]
          subsequent to [**], if the [**], then the [**].

     (3) In the event of a [**] will be the [**] for the previous [**]. For
          example, if the [**] in the following [**], then the [**] according to
          [**].

6C. Ongoing Cost for Prepaid Subscribers. Until and unless there is subsequent
     or separate agreement between Sprint and Amdocs on the services arising out
     of the NexGen Prepaid Platform RFP, the Monthly Subscriber Fee for in scope
     activities, for prepaid Subscribers is as follows, on a [**]:

     TABLE 6C: Prepaid Subscriber Rates

NUMBER OF SUBSCRIBERS	MONTHLY SUBSCRIBER FEE
[**]	$[**]
[**]	$[**]
[**]	$[**]
[**]	$[**]
[**]	$[**]

The table above applies as follows:

(1) Amdocs will charge Sprint the [**] for [**].

(2) Upon reaching a [**] will be [**] according to the [**], however, [**] up
     to and including [**] for the period after [**] for the [**] upon which
     [**]. The process set forth in this

paragraph shall be [**] in determining the [**]. For example, with respect to a particular [**] and the [**] subsequent to such [**], if the [**], then the [**] will not be [**].

(3) In the event of a [**] according to the [**] for the [**]. For example, if the [**], then the [**] according to the [**] and the applicable per [**], which is [**] of which is [**].

With regard to Sprint [**] that directly pay Amdocs for the Services provided to such Sprint [**], in determining the applicable monthly charge per Subscriber to be applied to Sprint Subscribers, the Parties will meet on a case by case basis to mutually agree upon the mechanism through which Sprint will [**].

During the Term, if there has been a [**] of [**] that Amdocs believes in good faith has directly and materially [**] the [**] of [**] of the Services under the Agreement, then Amdocs may request that Sprint and Amdocs meet in good faith to discuss such circumstances and determine by mutual agreement what, if any, action should be taken with respect thereto. Amdocs shall provide any documentation reasonably requested by Sprint detailing the basis of Amdocs' belief in advance of such meeting.

The parties agree that the MSF may be [**] agreed upon by the Parties or as mutually agreed by the Parties.

6D. MSF [**] for Subscribers. Sprint shall receive [**] against MSF charges accruing hereunder, as illustrated in the following table:

TABLE 6.D: [**]

```
                        [**]
CALENDAR      ---------------------
   YEAR      [**]     [**]     [**]
- --------   -----   -----   -----

[**]        $[**]    [**]    $[**]
[**]        $[**]    [**]    $[**]
[**]        $[**]    [**]    $[**]
[**]        $[**]    [**]    $[**]
[**]        $[**]    [**]    $[**]
[**]        $[**]    [**]    $[**]
[**]        $[**]    [**]    $[**]
[**]        $[**]    [**]    $[**]
            -----   -----   -----
TOTAL       $[**]   $[**]   $[**]
            =====   =====   =====
```

Note that the [**] have not been identified according to an [**] breakdown, and as such, the table above does not list the [**] for each [**], but instead identifies the total amount of the [**], which are described further in Section 6.D.2.

   (1) Discretionary [**]. Amdocs will provide $[**] in [**] to be applied
        against [**], according to the schedule set forth in Table 6.D,
        provided that the utilization of each annual amount will be evenly
        spread over [**]. Amdocs shall provide Sprint with the opportunity to
        validate the application of any discretionary [**] to confirm its
        correct application. [**]. For avoidance of doubt, for purposes of
        Section 6.D.4 below only, all [**] described in this Section 6.D.1
        applicable to a given [**] are proportionally earned as Sprint incurs
        charges in such [**] against which Sprint would be eligible to apply
        such [**].

   (2) [**].

        6.D.2.1 "In Flight" Projects - $[**]. Should Sprint elect to engage Amdocs
        to perform work towards the delivery of "In Flight" Projects, the following
        [**] will apply: For each $[**] incurred by Sprint as charges on the
        projects listed on Annex D to this Schedule D, Amdocs will grant a
        Discretionary [**] of $[**], to be applied against MSF charges, up to an
        overall maximum under this paragraph of $[**] in Discretionary [**]. Unused
        [**] will be rolled over to the next month.

        6.D.2.2 Prepaid Operational Service [**] - $[**]. Sprint and Amdocs have
        executed a letter of agreement dated [**], pursuant to which the Parties
        have entered into negotiations regarding a potential Additional Services
        Order which would engage Amdocs for Sprint's project known as NGPP. Should
        the Parties execute such an Additional Services Order or other written
        agreement for such project, the following [**] will apply: For each $[**]
        incurred by Sprint as charges for the operational services of the prepaid
        solution for Sprint as submitted in Amdocs' response to Sprint RFP for
        NextGen Prepaid Platform, Amdocs will grant a Discretionary [**] of $[**],
        to be applied against [**], up to an overall maximum under this paragraph
        of $[**] in Discretionary [**] provided however, that this Discretionary
        [**] cannot be applied to the [**] advance that is part of Amdocs pricing
        chapter of its response to the NextGen Prepaid Platform RFP.

        6.D.2.3. Prepaid Implementation [**] - $[**]. Sprint and Amdocs have
        executed a letter of agreement dated [**], pursuant to which the Parties
        have entered into negotiations regarding a potential Additional

Services Order which would engage Amdocs for Sprint's project known as
NGPP. Should the Parties execute such an Additional Services Order or other
written agreement for such project and unless otherwise indicated in such
Additional Services Order or such other written agreement, Amdocs will
invoice Sprint $[**] to develop and implement the NGPP as defined in the
letter of agreement between Sprint and Amdocs dated [**] and will grant a
Discretionary [**] of $[**], to be applied against MSF charges. [**].

Unless otherwise indicated in the NGPP Additional Services Order or other
written agreement described in the paragraph above in this Section 6.D.2.3,
Amdocs will invoice Sprint for the $[**] development and implementation
fees defined in this Section 6.D.2.3, and will provide [**] against the MSF
charges according to the following table:

MILESTONE	[**] AMOUNT	[**]AMOUNT
[**]	$[**]	$[**]
[**]	$[**]	$[**]
[**]	$[**]	$[**]
[**]	$[**]	$[**]
	-----	-----
TOTAL:	$[**]	$[**]
	=====	=====

(3) [**] Usage Policies and Procedures. The following policies and
procedures shall apply to Sprint's usage of the [**] set forth above
and to the method in which Amdocs applies such [**] on invoices issued
to Sprint: Amdocs will automatically apply [**] earned under Sections
6.D.2.1 (In-Flight Projects) and 6.D.2.2 (Prepaid Operational Service
[**]) above, will be applied against future billings in [**]. For
avoidance of doubt, for purposes of Section 6.D.4 below only, [**]
described in Section 6.D.2 above are considered earned when Sprint has
met the requirements set forth in Section 6.D.2 ([**]) above (e.g.,
the incurrence by Sprint of each $[**] charge, the completion of a
milestone) and not when such [**] is subsequently applied against
future billings in accordance with this Section 6.D.3.

(4) Any unused, earned [**] upon expiration or termination of the
Agreement shall be paid to Sprint in cash or, at Sprint's sole
discretion, may be applied to fees associated with Disentanglement
provided that Sprint has actually paid the applicable incurred charges
pursuant to which Sprint earned such [**]. For avoidance of doubt,
Amdocs shall pay such [**] to Sprint in cash or, at Sprint's sole
discretion, apply such [**] to fees associated with Disentanglement
once Sprint has actually paid such incurred charges (even if such
payment occurs after expiration or termination of the Agreement).

6E. [**]. Sprint commits to an [**]. In the [**] event of a [**] that
results in [**] to meet the [**] shall meet [**] should be taken with
respect thereto.

The following mechanism will be used for [**] on an [**] basis beginning
[**] of the date of the [**] the Parties shall calculate the actual
percentage increase in the total number of Sprint [**] applicable to the
[**]

shall be [**], provided however, that the [**] shall not be [**] and that the determination of whether [**] will be determined with reference to the [**] during that [**].

This can be shown using the following equation: [**]. Thus, for example, if the [**] and the [**] then the [**] for the [**] would be [**] is illustrated [**] + (1 +[**]

In addition to the [**] will meet a [**], provided that the [**] met [**] during any [**] with reference to the [**] during that [**].

(1) The Parties agree that the [**] shall be applied on a [**] before the [**]. An example of this [**] can be illustrated by [**]. If the Agreement is [**] following this [**] to reflect an [**].

(2) The Parties will determine whether Sprint has met its [**] through the following process. On or around [**], both Sprint and Amdocs will independently determine the [**]. This calculation must be completed independently for [**] shall then be compared to the [**] as well as [**] there are any [**] shall reconcile any variances in the calculated amounts, and agree to [**], as well as whether [**].

(3) In the event the [**] by which the [**] for any subsequent [**] is less than the [**] can be used to [**].

6.E.3.1. [**]

6.E.3.2. [**]

Once a Prepaid Subscriber is migrated to the prepaid platform that is expected to be implemented through Sprint's project known as NGPP or with respect to any new Prepaid Subscribers on NGPP, the [**] ratio identified in Section 6.D.3.1 above will be adjusted for such [**] on NGPP, and will instead be:

6.E.3.3. [**]

(4) In the event the Parties agree that Sprint has [**]. If this does not result in [**] fulfillment of the [**], a [**] will be calculated to determine [**] financial obligation to [**] as a direct result of not meeting the [**]. The [**] shall be calculated according to the following mechanism.

6.E.4.1. [**] to determine the [**]. As the [**] has been [**] will be comprised only of [**] shall be the [**] of the [**] applicable to the sum of the [**] as if all were [**] and the [**] the applicable [**].

This can be shown using the following example:

Assume the [**].

6.E.4.2 If the average [**] to determine the [**] to determine the [**] within the [**] will be comprised [**] according to the [**] that is expected to be [**] through [**] with respect to any [**] in the previous sentence will be [**] for such [**] shall be equal to the [**] applicable to the sum of the [**] (as if all were [**] applicable to the sum of the [**] as if all were [**] of the applicable rate by the [**].

This can be shown using the following example:

Assume the [**].

(5) In the event the Parties agree that Sprint has [**] for the previous
     [**]. In the event the [**] that difference, [**] according to the
     following [**] that is expected to be implemented [**] or with respect
     to any [**] in the previous sentence [**].

(6) In the event [**]. The applicable [**] shall be equal to the [**] by
     the [**] (to determine the [**].

(7) [**]

(8) For the avoidance of doubt, the various subscriber types are defined
     as:

6.E.8.1. A "Subscriber" has the meaning given in Section 12.1 (Defined
Terms) of the Agreement.

6.E.8.2. A "Retail Subscriber" means a Subscriber who is not a [**] or such
other categories that the Parties may mutually establish pursuant to
Section 12.1.169 (Subscriber) of the Agreement.

6.E.8.3. A "Wholesale Subscriber" means a Subscriber which has its billing
account with a [**] of Sprint (i.e., the end-user customer referred to in
6.D.8.4 below).

6.E.8.4. A "Wholesale Customer" means a [**] of Sprint's [**] for such [**]
(whether under the Sprint brand or otherwise); that is, in the case of
Wholesale Customer, the relationship with the end-user customer is owned by
the Wholesale Customer and not by Sprint.

6.E.8.5. A "Prepaid Subscriber" means a Subscriber for which usage is [**]
on such Subscriber [**] for such [**] of consumption and continued usage is
dependent upon maintaining a positive account balance.

In determining the fractional value of Prepaid Subscribers to offset Retail
Shortfall, depending upon the status of such Prepaid Subscribers, the
following table will apply:

STATUS	[**] OF A PREPAID SUBSCRIBER
[**]	[**]%
[**]	[**]%
[**]	[**]%
[**]	[**]%
[**]	[**]%

        Annex E contains the definitions of each of the Prepaid Subscriber
        statuses described in the table above.

        If the Parties execute an Additional Services Order for Sprint's
        project known as NGPP that provides an alternative definition of a
        Prepaid Subscriber, such definition shall apply to this Schedule D.

(9) Calculation of the MSF

(a) Amdocs shall calculate the number of Subscribers through the following
     mechanism. For each bill cycle used for Subscribers, Amdocs will
     determine the number of Subscribers that have been processed during
     that bill cycle. Once the final bill cycle of a [**] been run, Amdocs
     shall calculate the total number of Subscribers that for that [**],
     which is the aggregate of each bill cycle Subscriber count for that
     [**]. These Subscriber values will be calculated independently for
     [**].

(b) Amdocs shall invoice Sprint in the MSF for cancelled Subscribers up to
     but not [**] from the date of cancellation. If, after the [**], there
     is new billing activity (e.g. [**], payments) for the Subscriber,
     Amdocs shall invoice Sprint for the MSF for the [**] in which the new
     billing activity occurs. Annex C to this Schedule D provides an
     example of the application of the above provision.

     For each cancelled Subscriber, Amdocs shall set the field
     "STATUS-CODE" in the "BILL-SUBSCRIBER" table of the Customized Product
     to a value of "C".

(c) As the Customized Product invoices cancelled Subscribers for up to
     [**] beyond their cancellation date, and in order to comply with the
     provisions of subparagraph (a) above, Sprint and Amdocs shall modify
     the following Customized Product reference tables to be capped in the
     aggregate at [**].

     i.   [**]

     ii. [**]

(d) In addition, in order to comply with the provisions of paragraph (a)
     above, the [**] in the Customized Product logic for the accommodation
     of late charges and adjustments will be [**], but only for the purpose
     of the above compliance. In the event that Subscribers are moved to an
     alternative bill cycle as a result of Load Balancing, Amdocs shall
     invoice Sprint for those Subscribers only [**]. In the event that a
     Subscriber is shifted to a different cycle, Sprint must approve any
     cycle shifting prior to Amdocs completing the shift. Amdocs and Sprint
     shall collectively reconcile any such shifts to ensure Sprint is not
     charged for these Subscribers multiple times.

(e) [**] after cancellation for a given cancelled Subscriber, the BAN
     containing that Subscriber has no active Subscribers but still has an
     outstanding balance due or a [**], and that balance or [**] is not in
     a "Written-Off" status in the Customized Product, then for the purpose
     of such invoicing, Amdocs will consider this BAN

as having a single Subscriber until such time as the balance or [**]
is "Written-Off", or the balance becomes [**] as a result of a payment
being applied or a [**] balance being refunded. [**].

7. Amdocs Rate for Additional Services. For all Additional Services requested
   by Sprint after the [**], the [**] labor price tiers will be as follows
   (not inclusive of CPI adjustments):

TABLE 7: Amdocs Rate

PAID HOURS (PER YEAR)	INITIAL RATE
[**]	$[**]
[**]	$[**]

For avoidance of doubt, the hours of development that are performed by Amdocs
and compensated for by the [**] set forth in this Schedule D shall not be
included in any calculation to determine which tier of the above table applies
in determining the Amdocs Rate applicable to Additional Services.

The above Amdocs Rates may be adjusted no more frequently than [**], commencing
[**] by the rate of [**] as applicable in the definition of Amdocs Rate in the
Agreement.

7.A. Amdocs Rates and Off-Shore Plan. Amdocs may [**] the use of the [**],
subject to the following:

(1) Amdocs will maintain the existing location and structure of the Amdocs
    team during the initial project, leveraging the experience and timely
    quality delivery of the team, thus reducing risk of quality or delay.
    For avoidance of doubt, the existing location and structure of the
    Amdocs team presently includes the performance of certain Services in
    [**] pursuant to Section 7.8.

(2) Upon full completion of conversion and stabilization, Amdocs may
    gradually increase the portion of work provided by its employees in
    [**], including its development center in [**], in accordance with the
    process for offshoring described below.

(3) For the avoidance of doubt, "On-Site" shall be defined as any domestic
    Sprint location designated as such by Sprint, "Class A Location" shall
    be defined as any location within the [**], and "Class B Location"
    shall be defined as [**].

(4) Whenever Amdocs relocates any services, or changes the proportionate
    volume of services among locations:

7.A.4.1. If the change is [**] Amdocs may implement the change without
notice to or consent of Sprint.

7.A.4.2. If the change is [**] Amdocs will give prior written notification to Sprint and Sprint will have the opportunity to object, but Amdocs implementation of the change need not be delayed to obtain Sprint's approval.

7.A.4.3. If the change is [**] Amdocs will give prior written notification to Sprint and may not implement the change until Sprint's written approval is obtained, such approval not to be unreasonably withheld.

(5) The following conditions shall apply when determining whether to classify an Operations service change or relocation as [**]:

7.A.5.1. Any and all movement of Hardware, regardless of location and volume, shall be considered as [**]

7.A.5.2. Any and all activity involving Sprint Restricted Data shall be considered as [**]

7.A.5.3. Any and all relocation of employee management responsibilities shall be considered as [**]

7.A.5.4. The opening of any new data, development, or service facility that will support the Sprint business shall be considered as [**]

7.A.5.5. Any movement [**]% of the total labor force associated with a particular service in a particular location shall be considered as [**]

7.A.5.6. Any movement [**]% of the total labor force associated with a particular service in a particular location shall be considered as [**]

7.A.5.7. Any movement of [**]% of the total labor force associated with a particular service in a particular location shall be considered as [**]

(6) Amdocs shall provide [**] plan to Sprint, detailing the number of resources within each function that it intends to [**], as well as the timing associated with such movement. If, at any point within a [**], Amdocs intends to [**] resources in a manner that deviates from the [**] plan, Amdocs shall notify Sprint of such changes and seek Sprint's approval according to the mechanism defined in Section 8.A.5 of this Schedule D (Charges).

(7) Amdocs commits that no Sprint customer-facing positions shall be moved [**] at any point during the Term of this Agreement. For avoidance of doubt, [**], at no point will a [**] be required to [**].

(8) For avoidance of doubt, nothing in this Section 8A shall limit or otherwise negate Amdocs' obligation under the Agreement to comply with all applicable laws, rules and regulations, which may include, without limitation, restrictions and/or prohibitions regarding the performance of the Services from locations outside of the United States. In the event that (i) a change in an applicable law, rule or regulation requires Amdocs to perform certain or all of the Services from locations solely in the United States and (ii) such requirement would cause Amdocs to have to cease performing Services from locations outside of the United States where Amdocs had previously complied with all requirements of the Agreement with respect to being permitted to perform such Services from locations outside of the United States, then the Parties agree to meet in good faith to discuss what impact, if any, such requirement may have with respect to the charges set forth in this Schedule D and determine by mutual agreement what, if any, action should be taken with respect thereto.

7B. Amdocs agrees that, starting [**], the Amdocs Rate paid by Sprint for all Additional Services will be reduced by [**].

Amdocs agrees that, should the amount of Additional Services work conducted offshore [**] of the total Additional Services work completed for a particular [**], the Amdocs Rate will be further reduced, and the Parties will meet to determine the amount by which the Amdocs Rate would be further reduced.

7C. Additional Services Fee. Sprint shall pay Amdocs for the Additional Services the Additional Services Fee as provided for in the Additional Services Orders, which will be calculated based upon the Amdocs Rates for Additional Services defined above.

7D. Additional Development Commitments. Sprint agrees to engage Amdocs to perform Additional Services (in addition to the other services otherwise provided for herein) in an amount of $[**] in calendar year [**] and in an amount of $[**] in each of calendar years [**] (for each calendar year, as applicable, the "Additional Development Commitment").

   (1) In the event Sprint has not met its Additional Development Commitment
        for a given calendar year, Sprint will compensate Amdocs by paying
        [**] the annual Additional Development Commitment and the actual
        amount paid for Additional Services within that calendar year.

8.   Envelope Parameters. To the extent that Schedule L (Envelope Parameters) to
     the Agreement contemplates any additional fees to be payable by Sprint to
     Amdocs in the event that an envelope parameter stated therein is exceeded,
     then [**].

9.   Other Charges. Any other services of Amdocs that are requested by Sprint
     and are not within the scope of the Services as of the date of execution
     hereof shall be paid for by Sprint in accordance with the provisions of
     Section 5.1.2 (Adjustment of Charges) of the Agreement. Amdocs shall
     invoice Sprint for such other services [**], unless a fixed price
     arrangement is agreed upon by the Parties, where, in such a case, the
     Parties will agree on the payment terms.

10. Reimbursable Expenses. Sprint shall reimburse Amdocs for all travel and
     living expenses of its personnel participating in the performance of this
     Agreement in accordance with Annex A to this Schedule D.

11. Production CR Charges

(i) Sprint shall pay Amdocs for the Production CRs the Production CRs Charges as provided for in the Production CRs SOWs. However, if no specific fixed price amount is agreed upon for a

particular Production CR and specified in the applicable Production CRs SOW, Amdocs shall charge Sprint and Sprint shall pay Amdocs for all of Amdocs' efforts performing such Production CRs at the then current Amdocs Rate (for the avoidance of doubt, the provisions of Section 8 of this Schedule D shall apply with regard to Amdocs' development efforts of the Production CRs).

(ii) In addition, in the event that an Impact Assessment Document is created by Amdocs for a particular Production CR pursuant to the Fast Track Procedure and Sprint then decides not to proceed with development of that Production CRs (either at all or a decision is made to include such development within an Additional Release), then Sprint shall pay Amdocs for the efforts spent in producing the Impact Assessment Document up to the maximum amount (if any) of Additional Services hours stated in the applicable Production CRs SOW at the then current Amdocs Rate (for the avoidance of doubt, the provisions of Section 8 of this Schedule D shall apply with regard to such payment). If a decision is made to include such development within an Additional Release then, for avoidance of doubt, Amdocs shall not be able to charge Sprint as part of that Additional Release for Services and Deliverables already charged for pursuant to the procedures set forth in this paragraph for Production CRs. For avoidance of doubt, the Additional Services Order for the Additional Release to which such development is moved may reflect any incremental development costs associated with such development as a result of including such development as part of the Additional Release.

12. [**] Pass Through Services. For the period for which Sprint has elected to receive the [**] Pass Through Services from Amdocs in accordance with Section 5.5 of the Agreement and Schedule R, Sprint shall pay Amdocs for the [**] Pass Through Services under this Agreement in accordance with the provisions of Section 5.5 ([**] Pass Through Services) of the Agreement. Such payment by Sprint shall be made as follows:

[**], Amdocs will submit to Sprint an invoice which will consist of the following:

a)   Amdocs' conservative estimate for the amount due to Amdocs for the [**] Pass Through Services to be performed under this Agreement during the current billing period of the [**] ("Billing Period"); and

b)   the final amount due to Amdocs for the [**] Pass Through Services performed under this Agreement during the Billing Period which immediately precedes the Billing Period referred to in paragraph (a) above, minus the estimated

amount charged by Amdocs for the [**] Pass Through Services
rendered during such earlier Billing Period ("True-Up").

13. Customer Invoices.

Upon Sprint's request, Amdocs shall retrieve from the Data Center archives, and
provide to Sprint within five (5) business days of Sprint's request, any
customer invoice designated by Sprint. The first [**] of such invoices in a
calendar year will be provided to Sprint at no additional charge. Any invoice
above the initial [**] will be provided to Sprint for a fee of $[**]

14. General Terms and Assumptions. Amdocs prices are charged and paid in US
     Dollars.

ANNEX A

Reimbursable Expenses Structure

1.   Travel and Living Expenses

    1.1. Travel from St. Louis, MO, U.S.A.:

| | Daily Living | |
Destination:	Expenses:	Airfare:
Israel/Cyprus/[**]	US$[**]	See 1.5 below
Overland Park	US$[**]	US$[**]
Reston	US$[**]	US$[**]
Atlanta/Denver	US$[**]	US$[**]
Champaign	US$[**]	US$[**]

    1.2. Travel from Champaign, IL, U.S.A.:

| | Daily Living | |
Destination:	Expenses:	Airfare:
Israel/Cyprus/[**]	US$[**]	See 1.5 below
Overland Park	US$[**]	US$[**]
St. Louis	US$[**]	US$[**]
Atlanta/Denver	US$[**]	US$[**]
Reston	US$[**]	US$[**]

    1.3. Travel from Reston, VA, U.S.A.:

| | Daily Living | |
Destination:	Expenses:	Airfare:
Israel/Cyprus/[**]	US$[**]	See 1.5 below
Overland Park	US$[**]	US$[**]

```
Champaign                 US$[**]        US$[**]
St. Louis                 US$[**]        US$[**]
Atlanta/Denver            US$[**]        US$[**]
```

     1.4. Travel from Overland Park, KS, U.S.A.:


```
                          Daily Living
Destination:              Expenses:       Airfare:
- ------------            ------------    -------------

Israel/Cyprus/[**]        US$[**]     See 1.5 below
Champaign                 US$[**]        US$[**]
St. Louis                 US$[**]        US$[**]
Atlanta/Denver            US$[**]        US$[**]
Reston                    US$[**]        US$[**]
```

     1.5. Whenever Amdocs will utilize its employees or Subcontractors'
          employees who are located at sites other than St. Louis, Champaign,
          Overland Park, or Reston, Sprint shall reimburse Amdocs for travel
          expenses in the amount specified for a round trip from Overland Park,
          KS to the Sprint site.

2.   Details of Expenses

     The Daily Living Expenses and the Airfare, as stated above, are comprised
     of the following:

     2.1. Airfare:

          -    The airfare cost to the specified site is an economy class
               airfare, the terms of which are in accordance with Amdocs'
               company policy and procedure.

     2.2. Per diem Expenses:

          According to Amdocs' company policy, the current per diem expenses are
          (not to exceed):

Within the United States   US$[**]

```
Israel/Cyprus             US$[**]
[**]                      US$[**]
```

2.3. Hotel:

The average hotel cost per night, per each site, is as follows:

```
Israel/Cyprus    US$[**]
[**]             US$[**]
Overland Park    US$[**]
Reston           US$[**]
Champaign        US$[**]
Atlanta/Denver   US$[**]
St. Louis        US$[**]
```

2.4. Car Rental and Transportation

The average car rental cost, together with additional transportation
costs which may be required, for each site, is as follows:

```
Israel/Cyprus    US$[**]
[**]             US$[**]
Overland Park    US$[**]
Reston           US$[**]
Champaign        US$[**]
Atlanta/Denver   US$[**]
St. Louis        US$[**]
```

2.5. Total Daily Living Expenses:

Destination	Per diem	Hotel	Transportation	Total
Israel/Cyprus	US$[**]	US$[**]	US$[**]	US$[**]
[**]	US$[**]	US$[**]	US$[**]	US$[**]
Overland Park	US$[**]	US$[**]	US$[**]	US$[**]
Reston	US$[**]	US$[**]	US$[**]	US$[**]
Champaign	US$[**]	US$[**]	US$[**]	US$[**]
Atlanta/Denver	US$[**]	US$[**]	US$[**]	US$[**]
St. Louis	US$[**]	US$[**]	US$[**]	US$[**]

3. All the above mentioned prices are inclusive of currently known tax.

4. The above-mentioned prices will be updated once a year, subject to review
    of the then current applicable expenses and agreement between the Parties
    regarding the updated amounts, based upon the above review.

5. In no event will Sprint be required to reimburse Amdocs for travel and
    living expenses hereunder in excess of [**] Dollars ($[**]) per year during
    the Term.

6. [**]Sprint's obligation to reimburse Amdocs for its travel and living
    expenses hereunder will be subject to: (i) Amdocs providing a report on (in
    a form to be agreed by the Parties), and supporting documentation for, such
    expenses on a monthly basis to Sprint's Program Manager; and (ii) the
    Sprint Program Manager's reasonable approval of such expenses, based on his
    review of such report and supporting documentation.

ANNEX B

Amdocs' Generic Products

[**]

ANNEX C

Examples of MSF
Calculation

(FLOW CHART)

ANNEX D

In-Flight Projects and Associated Fixed Fees

```
ITEM   PROJECT NAME   FIXED FEE
- ----   ------------   ---------

  1    [**]             $[**]
  2    [**]             $[**]
  3    [**]             $[**]
  4    [**]             $[**]
  5    [**]             $[**]
  6    [**]             $[**]
  7    [**]             $[**]
  8    [**]             $[**]
  9    [**]             $[**]
 10    [**]             $[**]
 11    [**]             $[**]
 12    [**]             $[**]
 13    [**]             $[**]
 14    [**]             $[**]
 15    [**]             $[**]
 16    [**]             $[**]
 17    [**]             $[**]
 18    [**]             $[**]
 19    [**]             $[**]
 20    [**]             $[**]
 21    [**]             $[**]
 22    [**]             $[**]
 23    [**]             $[**]
 24    [**]             $[**]
 25    [**]             $[**]
 26    [**]             $[**]
 27    [**]             $[**]
 28    [**]             $[**]
 29    [**]             $[**]
 30    [**]             $[**]
 31    [**]             $[**]
 32    [**]             $[**]
 33    [**]             $[**]
 34    [**]             $[**]
```

ITEM	PROJECT NAME	FIXED FEE
- ----	------------	---------
35	[**]	$[**]
36	[**]	$[**]
37	[**]	$[**]
38	[**]	$[**]
39	[**]	$[**]
40	[**]	$[**]
41	[**]	$[**]
42	[**]	$[**]
43	[**]	$[**]
44	[**]	$[**]
45	[**]	$[**]
46	[**]	$[**]
47	[**]	$[**]
48	[**]	$[**]
49	[**]	$[**]
50	[**]	$[**]
51	[**]	$[**]
52	[**]	$[**]
53	[**]	$[**]
54	[**]	$[**]
55	[**]	$[**]
56	[**]	$[**]
57	[**]	$[**]
58	[**]	$[**]
59	[**]	$[**]
60	[**]	$[**]
61	[**]	$[**]
62	[**]	$[**]
63	[**]	$[**]
64	[**]	$[**]
65	[**]	$[**]
66	[**]	
67	[**]	$[**]
68	[**]	$[**]
69	[**]	$[**]
70	[**]	$[**]
71	[**]	$[**]
72	[**]	$[**]
73	[**]	$[**]
74	[**]	$[**]

ITEM	PROJECT NAME	FIXED FEE
- ----	------------	---------
75	[**]	$[**]
76	[**]	$[**]
77	[**]	$[**]
78	[**]	$[**]
79	[**]	$[**]
80	[**]	$[**]
81	[**]	$[**]
82	[**]	$[**]
83	[**]	$[**]
84	[**]	$[**]
85	[**]	$[**]
86	[**]	$[**]
87	[**]	$[**]
88	[**]	$[**]
89	[**]	$[**]
90	[**]	$[**]
91	[**]	$[**]
92	[**]	$[**]
93	[**]	$[**]
94	[**]	$[**]
95	[**]	$[**]
96	[**]	$[**]
97	[**]	$[**]
98	[**]	$[**]
99	[**]	$[**]
100	[**]	$[**]
101	[**]	$[**]
102	[**]	$[**]
103	[**]	$[**]
104	[**]	$[**]
105	[**]	$[**]

```
ITEM   PROJECT NAME   FIXED FEE
- ----  ------------   ---------

106   [**]            $[**]
107   [**]            $[**]
108   [**]            $[**]
109   [**]            $[**]
110   [**]            $[**]
111   [**]            $[**]
112   [**]            $[**]
113   [**]            $[**]
114   [**]            $[**]
115   [**]            $[**]
116   [**]            $[**]
117   [**]            $[**]
118   [**]            $[**]
119   [**]            $[**]
120   [**]            $[**]
121   [**]            $[**]
122   [**]            $[**]
123   [**]            $[**]
124   [**]            $[**]
125   [**]            $[**]
126   [**]            $[**]
127   [**]            $[**]
128   [**]            $[**]
129   [**]            $[**]
130   [**]            $[**]
131   [**]            $[**]
132   [**]            $[**]
133   [**]            $[**]
134   [**]            $[**]
135   [**]            $[**]
136   [**]            $[**]
137   [**]            $[**]
138   [**]            $[**]
139   [**]            $[**]
140   [**]            $[**]
141   [**]            $[**]
142   [**]            $[**]
```

ITEM	PROJECT NAME	FIXED FEE
- ----	------------	---------
143	[**]	$[**]
144	[**]	$[**]
145	[**]	$[**]
146	[**]	$[**]
147	[**]	$[**]
148	[**]	$[**]
149	[**]	$[**]
150	[**]	$[**]

ANNEX E
PREPAID SUBSCRIBER STATUS STATES

STATUS	DEFINITION AND MAIN CHARACTERISTICS	ALLOWED	NOT ALLOWED
ACTIVE	[**]	[**]	
EXPIRED	[**]	[**]	[**]
SUSPENDED	[**]	[**]	[**]
CANCELED	[**]	[**]	[**]
CLOSED	[**]	[**]	[**]

SCHEDULE E

                         DATA CENTERS

Location 1: 2109 Fox Drive
            Champaign IL 61820

Location 2: [**]

Location 3: 5555 Windward Parkway
            Alpharetta, GA 30004
            (Disaster Recovery)

SCHEDULE F

STEERING COMMITTEE

Sprint's Representatives

Name	Title
- ----	-----
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]

Amdocs' Representatives

Name	Title
- ----	-----
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]

```
                    SCHEDULE G
               LIST OF KEY PERSONNEL
```

Amdocs Critical Personnel

[**]

Amdocs Key Personnel

[**]

Sprint-Nextel Key Personnel

[**]

Schedule H - Overall Timeline

[**] RELEASES

[**]

                    Phase   Completion Date
                    -----   ---------------

- -   Functional Verification Sessions   [**]
        (Discover Phase)
- -   Impact Assessment Workflow Session   [**]
        (Discover Phase)
- -   Design Phase   [**]
- -   Develop Phase   [**]
- -   Testing   (Deploy Phase)   [**]
- -   Implement (Deploy Phase)   [**]

[**]

                    Phase   Completion Date
                    -----   ---------------

- -   Impact Assessment Workflow Session   [**]
        (Discover Phase)
- -   Design Phase   [**]
- -   Develop Phase   [**]
- -   Testing (Deploy Phase)   [**]
- -   Implement (Deploy Phase)   [**]

[**]

                    Phase   Completion Date
                    -----   ---------------

- -   Impact Assessment Workflow Session   [**]
        (Discover Phase)
- -   Design Phase   [**]
- -   Develop Phase   [**]
- -   Testing (Deploy Phase)   [**]
- -   Implement (Deploy Phase)   [**]

[**]

                    Phase   Completion Date
                    -----   ---------------

- -   Impact Assessment Workflow Session   [**]
        (Discover Phase)
- -   Design Phase   [**]
- -   Develop Phase   [**]
- -   Testing (Deploy Phase)   [**]
- -   Implement (Deploy Phase)   [**]

DATA CONVERSIONS

    1. [**]

    DATA CONVERSION - DETAIL (CONVERSIONS 1 & 2)

- Tables & Price Plan Mapping - [**]
- Hardware Procurement & setup - [**]
- Conversion Engine, [**]
- Tables and Price Plan Maintenance - [**]
- Conversion Code Maintenance - [**]
- Defect Resolution - [**]
- Mock Conversion 1 - [**]
- Mock Conversion 2 - [**]
- Mock Conversion 3 - [**]
- Mock Conversion 4 - [**]
- Conversion 1 - [**]
- Mock 2.1 - [**]
- Mock 2.2 - [**]
- Mock 2.3 - [**]
- Mock 2.4 - [**]
- Conversion 2 - [**]

```
                              SCHEDULE I

                         EXIT FEE COMPUTATION

The Exit Fee for [**] (except with respect to Additional Services for which any
separate Exit Fee (if any) is set forth in Schedule I1 (Exit Fee Computation for
Additional Services)) shall be as specified in the table below:


          AMOUNT
[**]      (US $)
- ----    ------

[**]      $[**]
[**]      $[**]
[**]      $[**]
[**]      $[**]
[**]      $[**]
[**]      $[**]
[**]      $[**]
[**]      $[**]
[**]      $[**]
[**]      $[**]


*    If the date upon which the [**] is successfully achieved results in the
     Term of the Agreement expiring during: [**], then there shall be an Exit
     Fee of $[**] applicable during the [**] only and no Exit Fee for the
     remaining [**]; (ii) [**] then there shall be an Exit Fee of $[**]
     applicable during the [**], an Exit Fee of $[**] applicable during the
     [**]; (iii) [**], then there shall be an Exit Fee of $[**] applicable
     during the [**] an Exit Fee of $[**] applicable during the [**] an Exit Fee
     of $[**] applicable during the [**] only and no Exit Fee for the [**]; or
     (iv) [**], then there shall be an Exit Fee of $[**] applicable during the
     [**], an Exit Fee of $[**] applicable during the [**], an Exit Fee of $[**]
     applicable during the [**], an Exit Fee of $[**] applicable during the [**]
     only and no Exit Fee for the [**]. For avoidance of doubt, (a) in no event
     shall this paragraph be construed to result in the existence of an Exit Fee
     for [**] or thereafter and (b) no Exit Fee shall apply to a natural
     expiration of the Term.
```

SCHEDULE I1

             EXIT FEE COMPUTATION FOR ADDITIONAL SERVICES

With respect to each Additional Services Order, the Exit Fee for each [**] shall
be as set forth below.

The Legacy Additional Services set forth in Section 2 of Schedule K (Legacy
Additional Services) shall have no Exit Fee in [**].

With respect to any future Additional Services Order that the Parties agree
shall have an Exit Fee, the Exit Fee for [**] for such Additional Services Order
shall be specified in a table such as the one below:

        AMOUNT
[**]   (US $)
- ---- ------

For avoidance of doubt, no Exit Fee applicable to an Additional Services Order
shall apply to [**] of such Additional Services Order.

```
                              Schedule J
                           Diversity Policy
```

1.0 DEFINITIONS

"CERTIFIED DIVERSE SUPPLIER" means a supplier that has been certified by a
qualified independent third-party agency as one or more of the following:

    -    Woman-owned business

    -    HUBZone business concern

    -    Service-disabled veteran-owned business

    -    Small business (US Small Business Administration certification only)

    -    Minority-owned business

    -    8(a) business concern

    -    Veteran-owned business

    -    HBC/U (Historically Black Colleges & Universities)

    -    Small disadvantaged business

"UTILIZATION REQUIREMENTS" means the target percentages for Amdocs' use of
Certified Diverse Suppliers in providing products and Services.

2.0 SCOPE

This Schedule J sets forth Sprint's supplier diversity policy and Amdocs'
obligations under that policy, including Amdocs' use of Certified Diverse
Suppliers and the regular reporting of such use.

3.0 POLICY

Sprint's supplier diversity policy requires that Certified Diverse Suppliers
will have the maximum practicable opportunity to participate in providing
products and Services to Sprint to the fullest extent consistent with efficient
contract performance.

4.0 AMDOCS' GOOD FAITH EFFORTS

Amdocs' failure to use good faith efforts to comply with this Schedule,
including Amdocs' failure to provide quarterly reports or to cooperate in any
investigation conducted by Sprint of Amdocs' performance under this Schedule (as
agreed to herein below), will be considered a material breach by Amdocs of this
Agreement. If Sprint reasonably determines that Amdocs has not made good faith
efforts (i.e. willfully or intentionally failing to comply with its Diversity
Plan) to comply with any provision of this Schedule, Sprint will provide written
notice that Amdocs is in material breach of this Agreement. For the avoidance of
doubt, where Amdocs has executed Commercially Reasonable Efforts to achieve its
Utilization Requirements as set in Section 7 to this Schedule, failure by Amdocs
to reach its Utilization Requirements shall not be considered a Default or a
breach of the Agreement or this Schedule.

5.0 AMDOCS' REQUIREMENTS

Amdocs agrees to cooperate in any studies or surveys that may be conducted by
Sprint representatives or federal or state agencies to determine the extent of
Amdocs' compliance with this Schedule, in so far as they are obligated by the
applicable law and regulations.

6.0 AMDOCS DIVERSITY PLAN

    6.1. Within 30 calendar days of the Effective Date, Amdocs will provide
         Sprint with a strategic supplier diversity subcontracting plan
         outlining the methodology to be used by Amdocs to meet its contractual
         obligation to Sprint regarding the use of Certified Diverse Suppliers
         ("Diversity Plan").

        6.1.1. Amdocs' Diversity Plan must, at a minimum, address the
               following:

            (a) Amdocs will fairly consider Certified Diverse Suppliers for
                 use as Amdocs' subcontractors and vendors under this
                 Agreement.

            (b) Amdocs' Utilization Requirements.

            (c) Records documenting (i) procedures adopted by Amdocs to
                 comply with this Schedule, including the establishment of a
                 Certified Diverse Suppliers source list; (ii) awards made to
                 Certified Diverse Suppliers on the source list; and (iii)
                 specific efforts to identify and award contracts to
                 Certified Diverse Suppliers.

            (d) Name and contact information of Amdocs' liaison manager
                 designee responsible for interfacing with Sprint's supplier
                 diversity department and administering Supplier's Diversity
                 Plan.

7.0 UTILIZATION REQUIREMENT

Amdocs must make Commercially Reasonable Efforts to meet the targeted diversity
vendor spend of [**] annually or over the term of the Agreement of Amdocs'
revenues from this Agreement, via the use of First, Second and Third Tier vendor
arrangements. The above target will be gradually increased from the above [**]
percent([**]%) to [**] percent ([**]%) by no later than the year [**]. Amdocs
will satisfy the Utilization Requirement through the use of Certified Diverse
Suppliers and may include all or part of its subcontractors who do not provide
services or deliverables under this Agreement in calculating its aggregate
Certified Diverse Supplier procurement spend for this Agreement. The Utilization
Requirement calculation is based on GAAP revenue and expense.

In this Schedule J:

    -    "Commercially Reasonable Efforts" are defined as those business
         activities that allow Amdocs to successfully meet its commitments to
         Sprint under this Schedule in the most timely, efficient, and cost
         effective manner possible, while still actively promoting the use of
         Certified Diverse Suppliers.

    -    "First Tier" arrangements are defined as situations in which Amdocs
         directly contracts with Certified Diverse Suppliers for goods and
         services directly used in meeting the requirements of Sprint contained
         in the Agreement.

    -    "Second Tier" arrangements are defined as situations in which Amdocs
         directly contracts with Certified Diverse Suppliers for goods and
         services in the normal course of business, but that are not directly
         used to meet the requirements of Sprint contained in the Agreement.

    -    "Third Tier" arrangements are defined as situations in which Amdocs is
         allowed "credit" for goods and services that although they were not
         directly purchased from a Certified Diverse Suppliers by Amdocs,
         itself, they were purchased by vendors to Amdocs, pursuant to meeting
         the needs of Sprint contained in the Agreement. An example of a "Third
         Tier spend" would be Amdocs requirement that the general contractor
         used to build a new data center for Sprint use Certified Diverse
         Suppliers for a portion of its contract with Amdocs.

8.0 REPORTING

    8.1. Amdocs will, within [**] of the end of each [**], submit [**] reports
         detailing its use of Certified Diverse Suppliers to meet the
         Utilization Requirement under this Agreement. Amdocs will submit these
         reports in a reasonable Sprint-specified format. The reports will be
         electronic and must include: (1) the total amount of invoices,
         expressed in dollars for payment by Sprint to Amdocs, for Services and
         Deliverables under this

Agreement; (2) Payments made to a Certified Diverse Supplier for the Services and Deliverables provided under this Agreement (2nd and 3rd Tier), the total amount, expressed in dollars, during that [**]; and (3) the total amount, expressed in dollars, which includes Amdocs' indirect 2nd and 3rd Tier spend.

8.2. Before the Effective Date, Amdocs must register at the following Sprint website: www.sprint.com/supplierregistration. The terms and conditions of the above website shall not affect Amdocs' undertakings in this Schedule J and shall be governed by the provisions of the Agreement (i.e. in case of inconsistency between the provisions of the Agreement and the provisions set in the above website, the provisions of the Agreement shall apply). A Sprint-approved list of independent third-party agencies for certification purposes can be found at this website.

```
                          SCHEDULE K
                  LEGACY ADDITIONAL SERVICES


This Schedule K outlines the Legacy Additional Services Amdocs provided to the
legacy Nextel organization and that Sprint expects Amdocs will continue to
provide under the Agreement. This Schedule K is broken up into two separate
sections. Section 1 addresses those Legacy Additional Services Amdocs will
continue to provide to Sprint, which shall be solely funded through the Monthly
[**] outlined in the Agreement and Schedule D (Charges). Section 2 addresses
those Legacy Additional Services Amdocs will continue to provide to Sprint and
which shall be funded [**] Monthly [**] outlined in the Agreement and Schedule D
(Charges). All services and related fees are in effect [**].

SECTION 1 - LEGACY ADDITIONAL SERVICES FUNDED VIA MONTHLY [**]


Table 1 below represents a listing of Additional Services Orders, which services
Amdocs was providing to the legacy Nextel under the Original Agreement. All of
the services associated with the ASOs listed below shall continue to be provided
by Amdocs as per Schedule B (R&R), with the funding for such ASOs included
within the Monthly [**] Sprint shall pay to Amdocs:

TABLE 1
```

ASO#	ASO DESCRIPTION
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]

ASO#	ASO DESCRIPTION
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]

SECTION 2 - LEGACY ADDITIONAL SERVICES FUNDED [**] MONTHLY [**]

The Services listed in Section 2 represent specific Services that Amdocs was providing to the legacy Nextel organization under the Original Agreement. It is Sprint's election that these services shall continue to be provided by Amdocs, with the funding for such Services to be provided as outlined with each specific Service.

2.1. [**]

Amdocs will provide the following Additional Services relating to [**] business operations and support:

2.1.1 DESCRIPTION OF SERVICES:

PROCESS ISSUES INVESTIGATION AND RESOLUTION:

Amdocs Tier 2 Helpdesk, Business Operations teams as well as Data Management team will support Nextel's requests for process issues investigation and resolution. Amdocs will address issues created by the downstream parties involved in the process, such as [**].

The [**] team maintains [**] tickets as a tool for Nextel users to communicate issue analysis requests (these tickets are not defect-related, but deal with questions or special requests for research).

Addressing these issues requires various activities, depending on the nature of the issue:

- development and execution of scripts to perform mass updates

- Specific updates to Ensemble data to reflect certain customers' port status

- Development, test and execution of ad-hoc reports that are not related to defects or issues incurred by Amdocs, as requested by Nextel

Process issue includes the research and analysis of exception codes reported by [**] and [**] versus those of Ensemble. For example, transactions that are failing due to table mismatches, [**] changes, [**] mapping problems.

For the avoidance of doubt this Additional Service Order does not include the maintenance services, as per Section 1.3 of the Agreement, but reflects Additional Services being executed by Amdocs above and beyond maintenance of the system.

PORT-IN RECONCILIATION

This service involves investigation of status discrepancies between [**] and Ensemble reporting for Port In requests, as well as coordinating any script activities (development and execution) required to bring the statuses in sync.

SERVICE SCOPE

Initial investigation into the current statuses of requests which are reported as missing from Ensemble reporting, or reported as "out-of-sync" with [**] reporting. Results will be provided to Sprint in order for the next steps to be determined. Once Sprint has advised of the next steps to be taken, Amdocs will perform the steps prior to the next week's reconciliation reports being generated. Meeting this requirement would also be dependent upon when Sprint has advised Amdocs of the steps to perform.

PORT-OUT RECONCILIATION

This service involves investigation of status discrepancies between [**] and Ensemble reporting for Port Out requests, as well as coordinating any script activities required to bring the statuses in sync.

SERVICE SCOPE

Initial investigation into the current statuses of requests which are reported as missing from Ensemble reporting, or reporting as "out-of-sync" with [**] reporting. Results will be provided to Sprint along with the action items which will be taken based on those results. Once the action items are performed, Amdocs will provide the results of those actions prior to the next reconciliation reports being generated. Meeting this requirement would also be dependent upon when Sprint has advised Amdocs of the steps to perform.

REPORTS GENERATION AND INVESTIGATION

The Business Operations (BOPS) team monitors that all [**] reports are delivered on a timely manner. The BOPS team investigates issues with report creation or discrepancies in the reports per notification from Sprint. The developers in the front-end production team support the BOPS investigation as well as make additional changes to the [**] reports. Below are the [**] reports that are supported:

[**]

PROCESS MANAGEMENT & FOLLOW-UP

Amdocs is represented at Sprint [**] management calls which are currently conducted [**], aiming at resolution of open issues that involve the different parties.

Amdocs' above representation may include representatives from BOPS, Tier 2
Helpdesk, Release Management and Development based on the need.

Amdocs participates in the planning and coordination process towards
[**] upgrades.

For the avoidance of doubt, any changes or development work or third party
changes that might be required because of [**] changes or upgrades are not
included under this Additional Service Order.

2.1.2 FEES AND PAYMENTS:

Sprint shall pay Amdocs for the Additional Services to be provided under Section
2.1.1 an on-going fee as follows:

No. of [**] related Help Desk tickets	[**] Fee
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]

*   Sprint and Amdocs will [**] the incremental effort and payment required for
      such volume of tickets per [**].

Amdocs will notify Sprint on a [**] basis the number of [**] related Help Desk
tickets for the previous [**] and the average number of [**] related Help Desk
tickets for the [**].

At the end of each [**] Amdocs will invoice Sprint, if needed, based on the
number of [**] related Help Desk tickets for that [**] and in accordance with
the table above (e.g. if the number of [**] related tickets for a [**] is [**],
Amdocs will charge Sprint $[**] for the [**]).

The amounts specified in the table above shall be increased [**], on each [**],
as per the definition of the Amdocs Rate in the Agreement.

2.2 [**]

2.2.1 DESCRIPTION OF SERVICES:

    -    Processing files from Sprint for voice, data, [**], dispatch and 3G.

    -    Create and manage audit control log for all the files and records
         received.

-   Apply drop rules and format data for guiding and rating.

-   Split records based on predefined rules such as partners and 3rd
    parties.

-   Combine records based on aggregate rules defined in the system.

-   Create error records when events do not have sufficient data.

-   Auto recovery process - if a job failed it can be restarted after
    correction.

-   Comprehensive reporting indicating messages processed and dropped
    based on drop reasons.

-   End to end auditing for each event received.

-   TMS (CSV format) reports to Sprint for QA and daily balancing.

-   Disaster recovery per Overall DR plan

-   Fixing issues code/data per SLA.

-   Processing of events per SLA.

-   Monthly builds addressing defects.

-   Maintain systems and applications and support release upgrades.

2.2.2 FEES AND PAYMENTS:

Sprint shall pay Amdocs for the Additional Services described in Section 2.2.1
as follows:

1.   [**], to be invoiced by Amdocs upon execution of the Agreement

2.   For any month Sprint elects to utilize the Amdocs [**] service, Amdocs
     shall charge a monthly fee, starting [**] and each such month after
     that, as per the table below:

Number of Subscribers	Monthly fee
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]

In the event Sprint elects to utilize [**] services (other then via Amdocs),
Sprint shall provide at least [**] prior written notice to Amdocs of such
election and the Parties shall meet to discuss any modifications to the
Agreement that may be required as a result of such election.

2.3 [**]

2.3.1 DESCRIPTION OF SERVICES:

Amdocs will provide the following Additional Services relating to [**] for the
UBP platform:

          Service   Note
          ---------   ---------

1   [**]
2   [**]   [**]
3   [**]   [**]
4   [**]
5   [**]

2.3.2 FEES AND PAYMENTS:

Sprint shall pay Amdocs for the Additional Services described in Section 2.3.1
as follows:

     1.   [**], to be paid upon [**].

     2.   [**] Sprint elects to [**] the Amdocs [**] service, Amdocs shall
          charge Sprint a monthly fee, [**] and each such month after that, as
          per the table below:

Number of Subscribers   Monthly fee
- ---------------------   -----------

          [**]   [**]
          [**]   [**]
          [**]   [**]
          [**]   [**]
          [**]   [**]
          [**]   [**]
          [**]   [**]
          [**]   [**]
          [**]   [**]
          [**]   [**]
          [**]   [**]

In the event Sprint elects to utilize [**] services (other then via Amdocs),
Sprint shall provide at least [**] prior written notice to Amdocs of such
election and the Parties shall meet to discuss any modifications to the
Agreement that may be required as a result of such election.

2.4 [**]

2.4.1 DESCRIPTION OF SERVICES:

Amdocs will provide on-going maintenance for the [**] production support
environment.

Under this service, Amdocs will provide on-going maintenance of the [**]
production support environment for Sprint data only through the performance of
the following services:

- -   Support of the environment will be [**]. This should reflect a time stamp
       of [**] after the Ensemble Production environment becomes available.

- -   Provision of the resources to maintain both the hardware and the software
       needed to manage the environment.

- -   Maintenance and support of the environment will be performed by Amdocs as
       follows:

    -    Amdocs will provide a copy of the Ensemble [**] and [**].

    -    Amdocs will provide disk space to match the growth of the production
         customer database at no additional charge to Sprint. Any additional
         disk space will be supplied by Sprint.

    -    Amdocs will provide access to the UNIX command lines. SQL access and
         [**] access is required and such applications will be compatible for
         access with the most recent version made available.

    -    Amdocs will limit security for the environment to the [**] and Data
         Management teams; the assumption is that no other groups will require
         access to this environment [**].

    -    Amdocs will provide full refresh of Ensemble tables, daily, to include
         all production tables (applications, references and operational), and
         the following [**].

    -    Amdocs will perform full refreshes daily, and these will be completed,
         and the environment made available [**] after the Ensemble production
         environment becomes available.

    -    The refresh will not start until after [**], that is to say it will
         generally be after [**].

    -    Amdocs will provide Nextel with the ability to start the application
         that initiates the [**] or [**] process.

    -    Amdocs will give Nextel the ability to run activities for [**] and any
         other Amdocs-developed scripts or applications requested by Nextel.

    -    Amdocs will support an automated export and import process for all
         tables created within the environment beyond the Ensemble tables that
         are replicated from the Production environment. The scripts for the
         export and import of these temporary tables are owned and maintained
         by Sprint. Sprint will initiate the export script and Amdocs will tag
         the import script to the end of the BCV split (refresh) process.

- Amdocs will send [**] text notification to [**] members (as identified and provided by Sprint) of the success or failure of the replication and export/import process.

- All new Ensemble releases and builds will be installed in the [**] production environment within [**] of the production installs unless a prior agreement is made.

- Amdocs will provide the same level of support for application and data issues as is given [**].

- Amdocs will provide training for any, and all new applications that are owned by [**] in the production environment for a total of 40 hours per quarter.

    DR environment is not included as part of this service

2.4.2 FEES AND PAYMENTS:

    Sprint shall pay Amdocs for the Additional Services described in Section 2.4.1, as follows:

Annual maintenance of $[**] to be paid on [**].

[**] License - Amdocs shall provide to Nextel the right to continue using the [**] license for Nextel [**] target server. In consideration for such use, Nextel will pay Amdocs an annual amount of $[**] to be paid on [**].

[**]

2.4.3 DURATION:

Sprint undertakes to continue to obtain the Services described in this Section 2.4 from Amdocs for the period commencing [**] and ending on the [**]. Thereafter, Sprint may elect to continue to obtain such Services on a [**] basis. Sprint agrees to provide to Amdocs at [**] prior written notice of a decision not to continue to receive such Services.

2.5 [**]

2.5.1 DESCRIPTION OF SERVICES:

    Amdocs will provide Sprint with the following services:

    Process Descriptions (see attached document) -

        1.   [**]

        2.   [**]

        3.   [**]

    (a) ON-SITE SUPPORT. Amdocs shall provide Nextel with the following on-site support:

        One Amdocs specialist encompasses activities required to service the operational Credit Analysis Management Customized Product installed as part of the Additional Services provided under this Order. On-site support encompasses activities, such as, but

not limited to, [**] and [**] and [**].

    (b) OUTSOURCING SERVICES. Amdocs [**] the software product and provide support to monitor, repair and maintain the software and its associated hardware. Amdocs will operate the Customized Product resulting from the Customization described in (b) above in an outsourcing mode, which includes [**] and operating such Customized Product. This includes one high availability production and one non-production environment.

        -    The non-production environment will be used for User Acceptance Testing and production fixes.

        -    The [**] will be located and operated out of Amdocs' Data Center in Champaign, Illinois. All hardware and third party software components will be located in Champaign, Illinois. All such required hardware and software licenses will be [**] (for the avoidance of doubt, including the software components known as [**] and [**]). In addition, Amdocs will provide a Disaster Recovery Plan (DRP) site, as a backup environment in a Disaster Recovery mode, as follows:

The Disaster Recovery (DR) solution provides recovery capability of [**] in a DRP site in the case of disaster.

    (c) LICENSE. Amdocs grants a [**] license to Sprint, for the use of the [**], per the terms set forth in the Agreement. Sprint shall purchase a license for the reporting software tool known as [**] (or any compatible tool if agreed upon between the parties) and Amdocs shall not be responsible for such software tool.

2.5.2 FEES AND PAYMENTS:

Sprint shall pay Amdocs for the Additional Services described in Section 2.5.1 a monthly amount, as follows:

        2.5.2.1. OUTSOURCING SERVICES

Sprint shall pay Amdocs a monthly outsourcing fee as follows:

Number of Subscribers	Fee per Subscriber [**] ($)
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]

2.5.2.2. ON-SITE SUPPORT.

Sprint shall pay Amdocs for one resource performing on-site support services a [**]. This amount shall be increased [**], as per the definition of Amdocs Rate in the Agreement.

2.5.2.3. CREDIT ANALYSIS MAINTENANCE SERVICES (AS DEFINED IN SECTION 2.5.1). A [**], to be paid in advance in [**].

SUBSCRIBER DEFINITION

Subscriber definition for the purpose of providing Outsourcing Services relating to the Credit Analysis Management Customized Product under this Service:

Any Subscriber billable for purposes of MSF, as defined in the Agreement, and utilizing [**] services.

2.5.3 DURATION:

Sprint undertakes to continue to obtain the Services described in this Section 2.5 from Amdocs for the period commencing [**] and ending on the [**]. Thereafter, Sprint may elect to continue to obtain such Services [**]. Sprint agrees to provide to Amdocs [**] prior written notice of a decision not to continue to receive such Services.

2.6 [**] TWO DAYS BILLING

2.6.1 DESCRIPTION OF SERVICES:

Amdocs will provide Sprint with the following services for retail Subscribers:

Amdocs shall enhance the Customized Products and [**] additional hardware and software in order to reduce the [**], as follows:

Phase 1 - Amdocs - [**]

For as long as Amdocs continues to provide the [**] Pass Through Services via [**], Amdocs shall continue to perform as defined under [**] under

the Original Agreement; provided that payment shall be determined as set
forth in Section 2.6.1 below.

Phase 2 - Amdocs - Sprint [**]

For as long as Sprint [**] serves as the print and mail [**] - Amdocs' part
(as described below) in each billing cycle will on average be less than or
[**] performance target includes steps 1 to 5 (for the avoidance of doubt,
excluding step 8 - confirmation) of Table 2.6. Sprint audit time, as
defined in step 6 and Sprint print and mail time as defined in step 7 are
outside the scope of this Service performance.

Additionally, and effective immediately, Amdocs will work jointly with
Sprint to reduce overall print time via parallelizing processes between
[**] and Amdocs and other efficiency measures, such as Authorization To
Start (ATS) process and parallel processing of reports, transmission files
and printing. Amdocs believes that cooperation between and Sprint [**] and
Amdocs on these measures can yield significant time from the overall
processing time of a cycle.

In the event of stopping and reprinting the cycle as part of an ATS process
agreed upon with Amdocs, Sprint and Amdocs equally bear in the cost of the
reprint not to exceed [**].

During the period where there will be a mix of [**] and [**] printing, [**]
time will apply for files printed at [**] and [**] time will apply for
files printed at [**]. When files are sent to both [**] and [**], the
applicable SLA will apply for each of then separately.

In order to verify that Amdocs meets its commitments as described in this
section 2.6.1, Sprint agrees that cycles will remain closely balanced in
size.

Billing Cycle Time measurement (Amdocs part):

Each Billing Cycle comprises the following steps: (1) [**] (2) [**], (3)
[**], (4) [**], (5) [**], (6) [**], (7) [**] and (8) [**].

Table 2.6 Responsibilities Table

AMDOCS - [**]		AMDOCS - SPRINT [**]	
STEPS	RESPONSIBLE	STEPS	RESPONSIBLE
(1) [**]	[**]	(1) [**]	[**]
(2) [**]	[**]	(2) [**]	[**]
(3) [**]	[**]	(3) [**]	[**]
(4) [**]	[**]	(4) [**]	[**]

```
(5) [**]              [**]        (5) [**]              [**]
(6) [**]              [**]        (6) [**]              [**]
(7) [**]              [**]        (7) [**]              [**]
(8) [**]              [**]        (8) [**]              [**]
```

Start time ("Start Time") for each Billing Cycle is [**], unless otherwise
agreed in writing by the parties. For cycles that start on [**], the start
time is the earliest of the locking of usage [**].

Sprint's audit time is comprised of three pieces; [**], and [**]. Sprint's
audit time starts when qualifying batch [**] and [**] (including all TMSII
reports) are received by Sprint with zero [**] and zero [**].

All time spent re-[**] billing cycles, running [**] or performing full or
partial "[**]" due to [**] will be [**] Amdocs' Billing Cycle Time.

Sprint and Amdocs shall agree on which party is responsible for each
"[**]", [**], full or partial "[**]" of bill cycles. If Sprint is
responsible for a [**], all hours associated with cycle [**] will be [**]
from the total hours.

If Amdocs is responsible, all time spent [**], and full or partial "[**]"
of bill cycles will be counted against Billing Cycle Time.

In the event of an Amdocs operational error that occurs during a [**],
[**], or full or partial "[**]" of any Billing Cycle, that is required due
to Sprint's action, then all time spent [**] because of the Amdocs error
will [**] total Billing Cycle Time.

Measurement formula: [**].

Measurement period: calendar month.

Sprint will audit and approve bill cycles if either [**] of the subscribers
in a cycle are contained within reporting for the first batch OR [**]% of
the subscribers in a cycle are contained within the first batch and there
are no [**] with more than [**] subscribers. In cases where [**] remain to
be [**] after a first batch, Amdocs will also provide an additional full
set of audit reports for the subsequent and final batch. (for the avoidance
of doubt, approval to print and mail the main bulk of subscriber bills will
not depend on [**] the [**] and providing the second set of reports for
[**]% of the subscribers) If issues arise substantially [**] processing
time, the parties will agree on a remedy plan based on analysis of the root
cause.

2.6.2 FEES AND PAYMENTS:

Sprint shall pay Amdocs for the Additional Services described in Section
2.6.1 a monthly amount, as follows:

1. Amdocs - [**] and Amdocs - [**]

Up to [**] Subscribers: monthly fee of $[**] for the Services described in
Section 2.6.1 provided that Amdocs has met the target of equal or less than [**]
or [**] for its responsibilities as reflected in Section 2.6.1.

Up to [**] Subscribers [**]: monthly fee of $[**] for the Services described in
Section 2.6.1 provided that Amdocs has met the target of equal or less than [**]
or [**] for its responsibilities as reflected in Section 2.6.1.

2. Credits: Amdocs - [**] and Amdocs - [**]

   a.   In the event that Amdocs has exceeded [**] or [**] (i.e. not met
        its responsibilities), the following amounts will be deducted
        from the monthly fee payable to Amdocs under Section 2.6.2 (1) of
        this Schedule K:

	Hours ([**])	Hours ([**])	$K/month (Sum Total)
Up to [**] Subs	[**]	[**]	[**]
	[**]	[**]	[**]
	[**]	[**]	[**]
	[**]	[**]	[**]
	[**]	[**]	[**]
	[**]	[**]	[**]
	[**]	[**]	[**]

During any period where Amdocs continues to [**] Pass Through Services via
[**] for certain Subscribers [**] and [**] also serves as the print and
mail [**] for certain Subscribers [**], the amount that shall be deducted
from the monthly payment to Amdocs shall be (i) [**]% of the amount set
forth in the table above if it fails to meet its hours target for [**],
(ii) [**]% of the amount set forth in the table above if it fails to meet
its hours target for [**], or (iii) [**]% of the amount set forth in the
table above if it fails to meet its hours target for both [**] and [**].

It is understood that these credits are intended to reflect, to some
extent, the diminished value of Amdocs' Services in such events. These
credits are not intended to

compensate Sprint for any breach or default by Amdocs under the Agreement, nor to constitute damages, liquidated damages, or other compensation for any such breach or default. In no event shall these credits be Sprint's sole and exclusive remedy with respect to any failure of Amdocs to comply with the requirements of this Schedule; provided that any monetary award granted to Sprint with respect to such failure shall be reduced by, but shall not be limited to, any such credits paid by Amdocs with respect to such failure.

      b.   Up to [**] Subscribers: In the event that Amdocs has exceeded [**] or [**], the following amounts will be deducted from the monthly fee payable to Amdocs under Section 2.6.2 (1) of this Schedule K:

	Hours ([**])	Hours ([**])	$K/month (Sum Total)
Up to [**] Subs	[**]	[**]	[**]
	[**]	[**]	[**]
	[**]	[**]	[**]
	[**]	[**]	[**]
	[**]	[**]	[**]
	[**]	[**]	[**]
	[**]	[**]	[**]

During any period where Amdocs continues to [**] Pass Through Services via [**] for certain Subscribers [**] and [**] also serves as the print and mail [**] for certain Subscribers [**], the amount that shall be deducted from the monthly payment to Amdocs shall be (i) [**]% of the amount set forth in the table above if it fails to meet its hours target for [**], (ii) [**]% of the amount set forth in the table above if it fails to meet its hours target for [**], or (iii) [**]% of the amount set forth in the table above if it fails to meet its hours target for both [**] and [**].

It is understood that these credits are intended to reflect, to some extent, the diminished value of Amdocs' Services in such events. These credits are not intended to compensate Sprint for any breach or default by Amdocs under the Agreement, nor to constitute damages, liquidated damages, or other compensation for any such breach or default. In no event shall these credits be Sprint's sole and exclusive remedy with respect to any failure of Amdocs to comply with the requirements of this Schedule; provided that any monetary award granted to Sprint with respect to such failure shall be reduced by, but shall not be limited to, any such credits paid by Amdocs with respect to such failure.

2.6.3 DURATION:

Sprint undertakes to continue to obtain the Services described in this Section 2.6 from Amdocs for the period commencing on the [**] and ending on the [**]. Thereafter, Sprint may elect to continue to obtain such Services on a [**] basis. Sprint agrees to provide to Amdocs [**] prior written notice of a decision not to continue to receive such Services.

Schedule L
Envelope Parameters

PARAMETER	METRIC	SLA IMPACT	HARDWARE	SOFTWARE	STORAGE	STAFFING	OPERATIONAL COSTS	OTHER	LEAD TIME REQUIRED (MONTHS)	COMMENTS AND NOTES
Retail and wholesale subscribers	[**]	[**]	[**]	[**]	[**]	[**]	[**]			
Number of Price Plans per month	[**]				[**]	[**]	[**]	[**]	[**]	
Concurrent Online Users per 1,000 subscribers	[**]	[**]	[**]	[**]	[**]	[**]	[**]			[**]
VAD - Maximum number of orders per month	[**]	[**]	[**]	[**]	[**]	[**]		[**]	[**]	
VAD - Average Handsets / Orders	[**]	[**]	[**]						[**]	
VAD - Average Order Size with private lists	[**]	[**]							[**]	
VAD - Peak number of concurrent sessions	[**]	[**]	[**]	[**]	[**]	[**]		[**]	[**]	
VAD - Average ASN/order	[**]		[**]						[**]	
Maximum number of Retail Billing Cycles per month	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
Maximum number of Wholesale Billing Cycles per month	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
Maximum number of retail subscribers per cycle	[**]	[**]	[**]	[**]	[**]		[**]	[**]	[**]	[**]

```
                       Schedule L
                   Envelope Parameters


                                                                                  LEAD
                                                                                  TIME    COMMENTS
                                      SLA                              OPERATIONAL REQUIRED AND
PARAMETER                  METRIC   IMPACT  HARDWARE  SOFTWARE  STORAGE  STAFFING    COSTS    OTHER  (MONTHS)  NOTES
- ---------                ------   ------  --------  --------  -------  --------  ----------- -----  --------  --------

API calls at peak hour     [**]     [**]    [**]      [**]      [**]     [**]                         [**]      [**]
Monthly average number of CDRs
    per Subscriber per day  [**]     [**]    [**]      [**]      [**]     [**]                         [**]      [**]
Number of customer database
    transactions per peak hour
    per 1,000 subscribers   [**]     [**]    [**]      [**]      [**]                                  [**]
```

a.   Develop [**] training materials for End Users training (a total of
     [**] training [**]):

     -    [**] training [**]

     -    [**] training [**]

     -    [**] training [**]

     -    [**] training [**]

     The materials will reflect the Ensemble front end functionality and
     processes as provided for release 1. It will incorporate business processes
     and flows as provided by Sprint and will address the training needs of the
     Ensemble end users ([**].

     The breakdown of the [**] mentioned above for R1 will be [**] Sprint
     University.

     The training materials will be developed using Sprint University templates
     and tools ([**] and [**]). It will include:

     -    Web based materials. The following describes the Amdocs basic
          structure for [**] materials.

     -    Overview lessons include overview, concepts, objectives and functional
          principles.

     -    Lessons consist of an introduction and learning objectives, and of a
          number of activities, so trainees can study the system with
          simulations.

     -    Activities typically include introduction and application simulation
          incorporating the Guide Me and Let Me modes

     -    Summary and evaluations.

b.   Student Materials

     -    Updated work books to provide step by step hands on exercises using a
          training environment

c.   Train the Trainer session [**]

d.   On-line Help

     -    The on-line help contains information about procedures and processes
          that can be performed in the system, as well as explanations on the
          various screen components. On-line help is accessible through the
          actual on-line system.

- Provides window context-sensitive help, including all field
  definitions as well as search capabilities ("content," "index," or
  "find").

e.   Glossary

- Web based glossary that includes Ensemble terminology with cross
  reference to Sprint legacy terminology. [**].

f.   Additional Development with Release Updates

- Support Sprint University in updating the end users training materials
  for [**] releases (Release [**]).

- Release [**]: Develop an additional [**] training to [**].

- Release [**]: Develop an additional [**] training to support Business
  customers' functionality [**] and an additional [**].

- Release [**]: Develop an additional [**] training to support new
  release functionality.

- Update workbook for each release to support new exercises.

g.   Training Environments

        Amdocs will provide training environment to accommodate Amdocs
        front end applications and to support Sprint's end users training
        roll out. This includes:[**]

```
                         SCHEDULE N
                      PARTY COMPETITORS

                      SPRINT COMPETITORS

The following list of competitors is in no way intended as a comprehensive or
exhaustive list of competitors to Sprint. The following companies are the major
competitors to Sprint, those with which the company would have a significant
concern should any of these entities to acquire a substantive interest in any of
our partners or vendors.

                            -    [**]

                            -    [**]

                            -    [**]

                            -    [**]

                            -    [**]

                            -    [**]

                            -    [**]

                            -    [**]

                            -    [**]

                            -    [**]

                            -    [**]

                            -    [**]

                            -    [**]

                            -    [**]

                            -    [**]

Note: This list focuses on our core business going forwards. Independent ILECs,
cable companies, and ISPs are not included though they may be influential
competitors going forward.

                      AMDOCS COMPETITORS

                            -    Convergys

                            -    [**]

                            -    Comverse

                            -    Portal

                            -    Oracle and Siebel

                            -    CGI

                            -    [**]

                            -    Intec

                            -    CSG

                            -    [**]

                            -    [**]

                            -    [**]

                            -    [**]

                            -    [**]

                            -    [**]

                            -    [**]

                            -    [**]
```

- [**]
- [**]
- [**]
- [**]
- [**]
- [**]
- [**]
- Accenture
- [**]
- [**]
- EDS
- [**]
- [**]
- IBM
- [**]
- [**]

SPRINT THIRD PARTY MATERIALS

HARDWARE/SOFTWARE:

All call center facilities will be under Sprint's responsibility. Sprint will
provide desktop PCs, configured as per the following minimum requirements:

[**]

HARDWARE:

- -   [**]

SOFTWARE:

[**]

HARDWARE:

[**]

SOFTWARE:

[**]

HARDWARE:

- -   [**]

SOFTWARE:

- -   [**]

HARDWARE:

- -   [**]

SOFTWARE:

- -   [**]

HARDWARE:

- -   [**]

SOFTWARE:

- -   [**]

Miscellaneous

[**]

HARDWARE: [**]

SOFTWARE:

- -   [**]

HARDWARE:

- -   [**]

SOFTWARE:

- -   [**]

SCHEDULE P
List of Countries

[**]

Form of Additional Services Order

ORDER NO. __ (ADDITIONAL SERVICES)

AMDOCS SOFTWARE SYSTEMS LIMITED ("Amdocs"), upon acceptance of this Additional Services Order, agrees to provide to SPRINT/UNITED MANAGEMENT COMPANY ("Sprint"), and Sprint agrees to purchase from Amdocs, under the terms and conditions of this Additional Services Order and those contained in the Customer Care and Billing Services Agreement between Sprint and Amdocs dated as of_____, 2006, as amended (the "Agreement"), which is specifically incorporated herein by this reference, the Additional Services described below:

1.   Effective Date of This Order:

     _____

2.   Description of The Additional Services to be Provided under this Additional Services Order:

     See Exhibit A to this Additional Services Order.

3.   Roles and Responsibilities for the Additional Services referred to in Section 2 above (to be considered an amendment to Schedule B of the Agreement for the duration of this Additional Services Order):

     See Exhibit B to this Additional Services Order / None.

4.   CPSs, if applicable, to the Additional Services referred to in Section 2 above (to be considered an amendment to Schedule C of the Agreement for the duration of this Additional Services Order):

     See Exhibit C to this Additional Services Order / None.

5.   Fees and Payments for the Additional Services described in Section 2 above (to be considered an amendment to Schedule D of the Agreement for the duration of this Additional Services Order):

     See Exhibit D to this Additional Services Order.

6.   Exit Fee Computation, if applicable, for the Additional Services described in Section 2 above (to be considered an amendment to Schedule I1 of the Agreement for the duration of this Additional Services Order):

     See Exhibit I to this Additional Services Order / None.

7. Envelope Parameters, if applicable, for the Additional Services described
    in Section 2 above (to be considered an amendment to Schedule L of the
    Agreement for the duration of this Additional Services Order):

    See Exhibit L to this Additional Services Order / None.

8. Additional Sprint Third Party Materials, if applicable, for the Additional
    Services described in Section 2 above (to be considered an amendment to
    Schedule O of the Agreement for the duration of this Additional Services
    Order):

    See Exhibit O to this Additional Services Order / None.

9. Acceptance: Acceptance testing, where applicable, shall be conducted in
    accordance with Section 4.5 (Acceptance Testing) of the Agreement with
    respect to each deliverable hereunder unless expressly set forth otherwise
    in this Additional Services Order.

10. Special Terms and Conditions (if any):

    (a) Special provisions relating to Acceptance (if applicable to this
         Additional Services Order): _____
         _____

ACCEPTED: ACCEPTED:

SPRINT/UNITED MANAGEMENT
COMPANY   AMDOCS SOFTWARE SYSTEMS LIMITED

("Sprint")   ("Amdocs")

By: By:
   --------------------------------   ------------------------------------
     (Signature)   (Signature)
Name: Name:
   ------------------------------   ----------------------------------
     (Typed or Printed)   (Typed or Printed)
Title: Title:
   ------------------------------   ----------------------------------
     (Typed or Printed)   (Typed or Printed)

Date: Date:
   ------------------   ------------------

EXHIBIT A

Description of the Additional Services

EXHIBIT D

Fees and Payments for the Additional Services

SCHEDULE R

PRINCIPLES OF THE [**] PASS THROUGH SERVICES

1. The Parties acknowledge that pursuant to the Original Agreement the Parties
    agreed that, as of [**], for a period of [**], Amdocs shall be [**] Pass
    Through Services. [**]. Pursuant to the Original Agreement, Sprint has the
    right, at its sole discretion, exercisable by a written notice to Amdocs
    delivered at least [**] prior to the expiration of the above initial [**]
    term, to extend the initial term arrangement for a period of [**]. At the
    end of this [**] period, Sprint shall have the right to extend the term of
    the arrangement until [**], by a written notice to Amdocs delivered at
    least [**] prior to the expiration of the [**] extension period. As further
    described in Section 5.5 ([**] Pass Through Services), Sprint has elected
    to [**] the [**] Pass Through Services, such election to be effective as of
    [**] or such other date mutually agreed to by the Parties. Accordingly, the
    Parties acknowledge that the continued performance of the [**] Pass Through
    Services is subject to the terms set forth in Section 5.5 ([**] Pass
    Through Services) of the Agreement.

2. The services to be provided as [**] Pass Through Services and the charges
    for such services (before the additional annual [**] Pass Through Services)
    of the Agreement is added) are described in appendices A, B, C, D and E
    attached hereto and made an integral part of this Schedule R. The above
    five appendices (the "Appendices" or "Appendix", as applicable) specify
    four printing options with four associated pricing options as well as
    special services and their rates.

3. Sprint has chosen to apply Appendix B as of the [**] in continuation to the
    following application which has occurred under the Original Agreement with
    regard to the services provided to Sprint as the [**] Pass Through
    Services: (i) Appendix A has been applied as of [**]; (ii) the printing
    option described in Appendix B has been utilized as of [**] and the pricing
    of this Appendix B has been applied as of [**] (instead of the printing
    option and pricing of Appendix A, respectively). In addition, Sprint may
    request Amdocs, any time during the five-year period or its extensions, if
    any, specified in Section 5.5 of the Agreement, that any other Appendix
    shall apply as of its implementation date. Amdocs shall implement any such
    requested Appendix change as shall be agreed upon in good faith between the
    parties (subject to the last sentence of Section 7 herein below).

4. [**] and its extensions, if any, specified in Section 5.5 of the Agreement,
    subject to the audit procedures specified in Section 10 herein below. These
    charges, with the exception of the annual fixed amount to be added as
    provided in Section 5.5 of the Agreement, represent the sole and entire
    financial consideration for any and all of the services to be performed in
    accordance with Appendices A, B, C, D and E under the Agreement. Any
    additional charges or costs associated with the services provided in
    accordance with Appendices A, B, C, D and E to be performed hereunder will
    be borne by Amdocs and [**].

5. As of [**] (commencing under the Original Agreement), the applicable Unit
    Price charges per statement, as specified in the Appendices, will be
    determined on the

basis of "run month" ("run month" is the set of billing cycles scheduled to process in a given month, e.g., all [**] cycles), taking into consideration the accumulated volume of statements, relating to Sprint and Nextel Partners (as defined under the Original Agreement) combined aggregate volume based on using continuous form paper processed by [**]. The resulting Unit Price will apply retroactively as of the first statement printed during that run month.

6.   As of [**] (commencing under the Original Agreement) the applicable tier price becomes effective in the month in which the accumulated volume of statements relating to Sprint and Nextel Partners (as defined under the Original Agreement) reaches the new tier threshold. The tier price reached becomes effective for that month's charges retroactive to the first statement printed during that run month.

7.   Should Sprint select one of the options from any of the three Appendices (B, C or D) hereof other than Appendix A, and, as aforesaid, Sprint has already chosen Appendix B as provided for in Section 2 above, then Sprint [**]. As part of the conversion services, the parties shall agree on acceptance criteria for acceptable completion of the conversion. The [**] conversion services are detailed in Appendix F attached hereto and made a part hereof but generally include the recalibration of machinery to accommodate the Sprint requested change in pricing Appendix. Should Sprint request the above [**] conversion services detailed in Appendix F (resulting from the selection of a different Appendix) after [**], the parties will negotiate in good faith the amount of the above [**] conversion fee to be paid. Sprint shall pay Amdocs all charges that Amdocs incurs for the above conversion fees (without any additional markup), as well as any additional Amdocs development fee. For the avoidance of doubt, the above one-time conversion fee and the additional Amdocs development fee are applicable to each of the above Appendices (including but not limited to Appendix B). Amdocs will perform the conversion services substantially in accordance with Section 2.1.1 of the Agreement and will not charge Sprint for more than [**] per conversion, based on Amdocs Rate at the time of conversion.

8.   During the[**] term and its extensions, if any, referred to in Section 1 above, prices for paper products may be updated (increase or decrease, as the case may be), if applicable, [**] (under the Original Agreement), until the end of the agreement. The paper products price increase or decrease will be determined based on the [**]. Any price increase as aforesaid is subject to a prior written notice of [**] from Amdocs to Sprint.

     The paper products price increase or decrease, as the case may be, will be calculated based on the [**] as provided above by using the following formula:

                    ([**]

          [**].

9.   During the [**] term and its extensions, if any, referred to in Section 1 above, in the event Sprint requires Amdocs to perform a change in preprinted paper products stock, Amdocs will instruct [**] to use existing applicable preprinted paper products as near as reasonable to its full consumption. In addition, Sprint will pay Amdocs (and [**] will be instructed accordingly by Amdocs) for unused preprinted paper products provided that such paper products is as near zero as possible but in no

event more [**] of remaining applicable preprinted paper products. In the event Sprint requires Amdocs to perform a change in blank paper products, Amdocs will instruct [**] to manage the change as provided above for pre-printed paper products, and Sprint shall be required to reimburse Amdocs for unused blank paper products provided that such products is as near zero as possible but in no event more than [**] of remaining applicable paper products.

10. Amdocs and Sprint, subject to execution of a non-disclosure agreement between Sprint and [**], will conduct an audit and periodic pricing review of [**]'s pricing as follows (the audit shall only apply to the Appendix that is then in effect):

   (i)   Such audit and the selection of the industry expert to conduct such audit and [**] process will be performed in accordance with the [**] methodology, process and procedure set forth in Exhibit A to this Schedule R. The [**] methodology, process and procedure shall be completed with the aim of ensuring that the [**] pricing for Amdocs (and as a result, for Sprint), specified in Appendices A, B, C, D and E attached hereto, [**], taking into consideration the paper products price determined in accordance with Section 8 above; i.e., verification that the overall package of [**]'s services and paper products is [**].

   (ii) The [**] audit process may be utilized up to [**] times during the [**] term specified in Section 1 above, the first audit shall not have commenced earlier than [**] as of [**]. The parties may conduct the Paper Products [**] and services [**] audit described in this Section 10 concurrently.

   (iii) The second and third [**] audits may be performed any time following the first review but in no event earlier than [**] after the preceding audit;

   (iv) The industry expert who performs the review will be determined by and acceptable to Amdocs and [**]; In the event that Amdocs and Sprint are unable to agree on the industry expert [**] prior to the agreed start date of each audit, than such dispute shall be handled in accordance with the dispute resolution process set forth in the Agreement.

   (v)   The cost of the above audits will be borne equally by Sprint and Amdocs.

11. Sprint shall have the right to terminate its arrangement with Amdocs with regard to [**] services, as provided for in Section 1 above, without any liability whatsoever including but not limited to payment for such services following the termination date, in the event [**] methodology, process and procedure, within the timeframesand as specified in Exhibit A hereof.

12. In the event that (i) Sprint elects to terminate its arrangement with Amdocs with regard to [**] services, as provided in Section 11 above, or (ii) Sprint terminates the Agreement, Sprint shall have the right, by a written notice to Amdocs specifying a termination date, to terminate the arrangement with Amdocs with regard to [**]'s services as specified in Section 1 above, without any liability whatsoever including but not limited to any obligation to pay Amdocs for [**] services following the termination date. For the avoidance of doubt, Sprint shall remain obligated to pay, in accordance with the terms of the Agreement, all charges incurred by Sprint as provided in the applicable Appendix that is effect at the time through the termination date (including the transition services period), and as provided in Section 5.5 of the Agreement.

13. In the event that Sprint terminates the arrangement with Amdocs with regard to [**]'s services as specified in Section 5.5 of the Agreement, Amdocs shall instruct [**] to (i) continue its services for Sprint, without any deterioration of such services' quality and timing, until the termination date, and (ii) provide Amdocs and Sprint with any and all support required for transition of [**] services as set forth in Exhibit B (Transition Services) attached hereto for Sprint to transition to another vendor designated by Sprint. No additional conversion costs will be applied by [**] and [**] will manage the paper products to near zero and within the range specified in Section 9 above. Amdocs will charge Sprint for such Transition Services as shall be mutually agreed to by Sprint and Amdocs and in no event shall such charges be for more than [**] for such Transition Services, based on the Amdocs Rate at the time of conversion, excluding bill layout changes which will be charged separately. Amdocs will not charge Sprint for communications line to, or hardware to be installed at, the above new vendor facility, as long as this facility is within the United States. Any dispute with regard to reaching agreement regarding the transition services shall be resolved in accordance with the dispute resolution provisions set forth in the Agreement.

14. In the event that [**] elects to change the printing center location from El Dorado Hills, CA to another site, Amdocs will provide Sprint with [**] prior written notice. In addition, Amdocs shall not be entitled to charge Sprint any postage charges higher than those in effect before the above location change. The basis for this comparison shall be the average per page postage cost for the previous [**] prior to the location change, normalized for the average number of Sprint supplied inserts per invoice. Also, Amdocs shall reimburse Sprint in the form of a credit memo for any incurred increased or additional tax obligations, or any other additional cost, resulting from the location change. The credits shall be applied on a monthly basis as long as [**] is Amdocs' subcontractor for the [**] Pass Through Services to Sprint.

EXHIBIT A - [**] AUDIT PROCESS PRINCIPLES

1.   This Exhibit A describes the [**] audit methodology, process, and
     procedures that will be used by an industry expert (the "Expert") as
     required in Section 10 of Schedule R to the Agreement. The cost of the
     Expert [**] services shall be borne equally between Sprint and Amdocs. In
     the event of any inconsistency or contradiction between the provisions of
     this Exhibit and the provisions of Schedule R, the provisions of this
     Exhibit shall prevail with regard to the audit process.

2.   The Expert shall conduct the audit. For the avoidance of doubt, the Expert
     selection process will be initiated by Sprint, but final agreement
     regarding Expert selection will be reached mutually between Amdocs and
     Sprint. Sprint will recommend the Expert, providing background, credentials
     and support for the recommendation in writing to Amdocs. Amdocs will have
     [**] to provide a written acceptance or rejection of the recommendation.
     Amdocs must provide a written explanation if its decision is to reject
     Sprint's recommendation. If Amdocs does not respond within [**], then
     Sprint's recommendation shall be deemed mutually acceptable to Sprint and
     Amdocs. In the event the parties are unable to agree on the Expert, the
     issue shall be submitted to dispute resolution under the Agreement. If the
     Sprint recommended Expert is rejected as a result of the dispute resolution
     process, then the Expert selection process stated above shall be repeated
     until an acceptable Expert is selected. Qualifications of the Expert shall
     include billing fulfillment, print, and mail industry expertise, and a then
     current understanding of the print marketplace as it relates to
     substantially equivalent services (as defined herein below). Each party may
     identify additional minimum qualifications that the Expert must meet in
     order to qualify for the [**] audit engagement. As these additional minimum
     qualifications are identified, each party may propose these to the other
     party. Such additional minimum qualifications must be agreed upon in
     writing by both parties. In addition, the Expert shall be an independent
     third-party. In this situation, the term independent means that the Expert,
     not necessarily the Expert's firm, has not had any relationship with any of
     the parties (i.e., Sprint, Amdocs and [**]) or their affiliated companies
     within [**] of the date of the expert selection other than previous
     engagements to execute the audit methodology. Separate reasonable
     non-disclosure agreements will be signed between the expert and Sprint,
     Amdocs and [**]. The Expert shall safeguard all proprietary and
     confidential information, including but not limited to Sprint, Amdocs and
     [**] competitive data normally not available in the public domain.

3.   The [**] methodology, process and procedure shall be conducted as described
     in paragraph 10 (i) of Schedule R. For purpose of this Exhibit A,
     "substantially equivalent" means a provider of products and services of the
     same type provided by [**], which has a proven ability to handle similar
     volumes as handled by [**] for Amdocs.

4.   The Expert's benchmark information for substantially equivalent providers
     shall be obtained via a variety of means including [**]'s pricing for
     Sprint (through Amdocs),

requests for proposal, requests for information, the Expert's cost and
price analysis, the Expert's industry knowledge, and other information
lawfully at the disposal of the Expert or in the public arena regarding
substantially equivalent providers.

5. The audit shall address all pricing for services provided by [**] to Amdocs
    and identified in Schedule R to the Agreement. This audit shall also
    address new pricing appendices, if any, agreed to in writing by [**],
    Amdocs and Sprint that are intended to be added to Schedule R under a
    contract amendment.

6. The agreement with the Expert, to be signed between the Expert and Sprint,
    will provide, inter alia, that (i) The Expert's audit report will be
    provided to Sprint, Amdocs and [**]; (ii) The audit report will contain a
    summary comparison of applicable substantially equivalent providers prices,
    which can be disclosed to the parties without breaching any provisions of
    contract or law to the then current [**] prices (i.e., those specified
    Appendices A, B, C, D and E of Schedule R to the Agreement or stated above
    in Section 5), and (iii) the means used to determine the substantially
    equivalent providers prices.

7. Sprint shall give [**] notice prior to an audit. The selection of the
    Expert will be completed within the [**] notice prior to the audit start
    date. All parties involved in the audit should make every effort to
    conclude the audit within [**] of the audit start date. Should the Expert
    determine that the audit cannot be completed within the [**] time period,
    the Expert shall, upon written notice of such extension to Amdocs and
    Sprint, be granted an extension of [**]. The extension shall commence on
    the [**] day after the audit start date. Any additional extension requested
    by the Expert shall be mutually agreed upon by Amdocs and Sprint. This
    automatic [**] extension notice shall be provided by the Expert to Sprint
    and Amdocs [**] before the scheduled audit conclusion.

8. The audit will be considered to have failed due to Amdocs' or [**]'s
    non-compliance in the event that either Amdocs or [**], respectively, does
    not provide, in time to conclude the audit within [**], what the Expert
    considers to be reasonable responses to the Expert's information inquiries
    that are within the scope of this Exhibit A and which may be disclosed to
    the Expert without breaching any provisions of law or contract. In the
    event that an audit is considered to have failed due to the lack of
    reasonable responses as identified above, Senior Management (Vice President
    or above) from Sprint and Amdocs will meet within [**] of any such failure
    at Sprint's offices in Herndon, VA to discuss and in good faith attempt to
    resolve any outstanding issues. If the respective Senior Managers cannot
    agree on a resolution within [**], Sprint shall have the right to terminate
    its arrangement with Amdocs with regard to [**] services, as provided in
    Section 11 of Schedule R to the Agreement If Sprint does not elect to
    terminate its Agreement with Amdocs in respect to [**] then the audit will
    not count toward the [**] audits allowed under Schedule R and Sprint may
    initiate another audit subject to the provisions of Schedule R with the
    exception of the [**] time limitation, which shall be waived in the case of
    a failed audit.

9. The prices paid by Sprint shall not increase due to the findings of any
    audit (for the avoidance of doubt, paper prices may be increased as
    provided for in Schedule R

even as the total cost of printing services remains the same or decreases as the result of an audit).

10. Should the Expert conclude that [**]'s offerings are not [**] (as determined by the process noted above), mainly, that [**], Amdocs will have [**], from the date of confirmation of receipt of the Expert's audit report by [**], to confirm with Sprint in writing that [**] will comply with the Expert's recommendation. Should [**] agree to comply, such price changes shall be effective retroactive to the first day of the month in which the final report of the audit is provided by the Expert to an overnight carrier, signature required, for submission to Sprint, Amdocs and [**] and remain in effect until the results of the next audit. Should [**], then Sprint shall have the right to terminate the arrangement as stated in Section 11 of Schedule R to the Agreement.

```
                        EXHIBIT B

                  [**] TRANSITION SERVICES

GENERAL OBLIGATIONS:

Amdocs shall require that [**] use commercially reasonable efforts to support
the transition of responsibility for the print services to a replacement
provider designated by Sprint, including but not limited to the provision of
relevant information which is not [**]'s confidential information. Amdocs shall
require that [**] adhere to existing service levels in the agreement between
Amdocs and [**] for the [**] Pass Through Services through the completion of the
transition period and until termination. The applicable tier pricing structure
provided in Appendix A through E shall be used.

SPECIFIC SERVICES:

The transfer will include the performance of the following specific services:

1.    Amdocs shall require that [**] cooperates in a commercially reasonable
      manner with the continued performance of service until the termination date
      established by Sprint, subject to the Disentanglement Services period as
      provided for in the Agreement. Periodically at Amdocs request, but not to
      exceed monthly during the transition services, Sprint shall use best
      efforts to provide a [**] forecast allowing [**] to plan for adequate
      capacity to meet existing service levels. Tier One pricing shall be
      effective for volumes less then Tier One until termination.

2.    Proving [**] receives at least [**] notice prior to the termination date,
      Amdocs shall require [**] to manage paper products to as near to zero as
      possible but in no event will Sprint be charged for more than [**] of
      remaining applicable paper products. If the termination date is changed
      from that identified in the termination notice and requires additional
      paper products, Sprint acknowledges that [**] will need at least a [**]
      notice to acquire paper products to be able to adhere to existing service
      levels in the agreement between Amdocs and [**] for the [**] Pass Through
      Services. If Sprint elects to take possession of this paper products,
      totaling less then [**] inventory at the time of termination, then Amdocs
      shall require that [**] use commercially reasonable efforts to assist
      Sprint or its designee in taking possession FOB origin.

3.    Amdocs shall require [**] to provide for prompt conclusion of all services
      to be provided under the agreement between Amdocs and [**] for the [**]
      Pass Through Services as Sprint shall reasonably direct and provide
      documentation of work completed or in process, in accordance with the terms
      of the agreement between Amdocs and [**] for the [**] Pass Through Services
      until termination date.
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4.   Amdocs shall require that [**] shall deliver to Sprint or Sprint's
     designee, at Sprint's request, all documentation and data in [**]'s
     possession owned by Sprint or Sprint's customers or which contains Sprint
     or Sprint's customers proprietary and/or confidential information, except
     for documents and data that are legally privileged to [**], and [**] shall
     destroy all copies of such documentation and data not turned over to Sprint
     (even if such documentation and data contain [**] proprietary and/or
     confidential information), at no charge to Sprint.

     Upon Sprint's reasonable determination that [**] has successfully performed
     its obligations in accordance with the agreement between Amdocs and [**]
     for the [**] Pass Through Services and this Exhibit B, Sprint will provide
     Amdocs with written notice that the transition has satisfactorily occurred.

[**]
[**]

[**] PRICING

[**]
[**]
[**]

PROCESSING	2. UNIT PRICE	CHARGE UNIT
[**]	[**]	[**]
[**]	[**]	[**]

PAPER PRODUCTS

[**]	[**]	[**]
[**]	[**]	[**]
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PAPER TYPES USED:

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NOTE: PAPER PRICES IN THIS SCHEDULE ARE [**]

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PROCESSING       3. UNIT PRICE   CHARGE UNIT
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PAPER TYPES USED:


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NOTE: PAPER PRICES IN THIS SCHEDULE ARE [**]

                              (APPENDIX A)
                                 AMDOCS

                                  [**]
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                              [**] PRICING

                                  [**]
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PROCESSING       4. UNIT PRICE   CHARGE UNIT
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PAPER TYPES USED:

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NOTE: PAPER PRICES IN THIS SCHEDULE ARE [**]

                              (APPENDIX A)
                                AMDOCS

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                            [**] PRICING

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PROCESSING   5. UNIT PRICE   CHARGE UNIT
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PAPER TYPES USED:

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NOTE: PAPER PRICES IN THIS SCHEDULE ARE [**]

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                            [**] PRICING

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PROCESSING   6. UNIT PRICE   CHARGE UNIT
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PAPER TYPES USED:

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NOTE: PAPER PRICES IN THIS SCHEDULE ARE [**]

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PROCESSING          7. UNIT PRICE   CHARGE UNIT
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PAPER TYPES USED:


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NOTE: PAPER PRICES IN THIS SCHEDULE ARE [**]
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PROCESSING       8. UNIT PRICE   CHARGE UNIT
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PAPER TYPES USED:


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NOTE: PAPER PRICES IN THIS SCHEDULE ARE [**]

                              (APPENDIX A)
                                AMDOCS
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PROCESSING       9. UNIT PRICE   CHARGE UNIT
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PAPER TYPES USED:

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NOTE: PAPER PRICES IN THIS SCHEDULE ARE [**]

                              (APPENDIX A)
                                AMDOCS
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                           [**] PRICING

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PROCESSING	10. UNIT PRICE	CHARGE UNIT
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                                   [**]

PROCESSING   UNIT PRICE   CHARGE UNIT
- ----------   ----------   -----------

[**]   [**]   [**]
[**]   [**]   [**]

PAPER PRODUCTS
[**]   [**]   [**]
[**]   [**]   [**]
[**]   [**]   [**]
[**]   [**]   [**]
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PAPER TYPES USED:

[**]   [**]
[**]   [**]
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[**]   [**]

NOTE: PAPER PRICES IN THIS SCHEDULE ARE [**]

                                  (APPENDIX D)
                                    AMDOCS
                                    [**]
                                    [**]

                                [**] PRICING
                                    [**]
                                    [**]
                                    [**]

PROCESSING   UNIT PRICE   CHARGE UNIT
- ----------   ----------   -----------

[**]   [**]   [**]
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PAPER PRODUCTS
[**]   [**]   [**]
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PAPER TYPES USED:

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[**]   [**]
[**]   [**]

NOTE: PAPER PRICES IN THIS SCHEDULE ARE [**]

                              Appendix E

Special Services Pricing
SPECIAL HANDLING AND SERVICE CHARGES

			PER	
	UNIT	CHARGE	EVENT	
DESCRIPTION	PRICE	UNIT	MINIMUM	EVENT
- ---------	-----	------	-------	-----
[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]
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[**]	[**]	[**]	[**]	[**]
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[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]
[**]		[**]	[**]	[**]

                 PROFESSIONAL PRODUCTS AND SERVICES

			PER	
	UNIT	CHARGE	EVENT	
	PRICE	UNIT	MINIMUM	EVENT
	-----	------	-------	-----
[**]	[**]	[**]	[**]	[**]
[**]		[**]	[**]	
[**]	[**]	[**]	[**]	[**]

                    [**]SERVICES RATE CARD

                    PROFESSIONAL SERVICES

		CHARGE	PER	
BASIC	CHARGE	PER	EVENT	
SERVICES	UNIT	UNIT	MINIMUM	EVENT
- ------	------	------	-------	-----
[**]				
[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]
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[**]   [**]   [**]   [**]   [**]

[**]

AMDOCS

DESCRIPTION OF CONVERSION SERVICES

Project Development Estimates (PDE) are issued for project change requests. Client Services Management owns a Project Change Request (PCR) process to receive, qualify and submit PDE requests.

PDE's are issued with seven basic components:

PROJECT DEFINITION

A brief statement of the scope and high-level requirements for the requested project. More detail can be found in the Project Development Plan or the Project Requirements Document

PRICE

Estimate or Actual detail charges for hourly and fixed fee services. Hourly Services include, but not limited to Project Management, Development, Testing, Print Analyst, Expedite Fee (for high priority requests)

ASSUMPTIONS

Assumptions relate only to the contractual obligations undertaken by the PDE. Includes the facts that it is an estimate and actual costs may vary, that it is subject to expiration if not approved within [**], etc. Technical assumptions are found in the Project Development Plan.

PROJECT MILESTONES

Milestone actions and dates requiring client review and action if the documented schedule is to be met.

PROJECT MANAGEMENT

This fee is for requirements gathering events, software solution documentation, and management of the overall project from software design and construction through software integration in the Production environment. Project Management is the application of knowledge, skills, tools, and techniques to project activities in order to meet or exceed stakeholder needs and expectations from a project

DEVELOPMENT / QA

The fee is designing, coding unit and integration testing of the software solutions

DOCUMENTATION

This fee is for writing the Operations manuals, input data map, statement map, and other documents required under the Software Development Life Cycle (SDLC), the corporate standard development process or by Operational departments in order to implement the software in the Production environment.

Additional documentation:

User Documentation:

Document(s) outlining the functionality of product delivered in non-technical terms. Should include some, if not all, of the following items: actual sample screen displays, procedures for running, possible error conditions, handling of posted errors, etc

SCHEDULE T
                    [**] CUSTOMIZATION HOURS PROCEDURE

1.   Regulatory Requirements Review Procedure - General

In order to determine the utilization of the [**] Customization Hours, Sprint
and Amdocs shall follow the procedure described in this Schedule T. This
Procedure is comprised of the following four phases:

      1.1 The Requirements Phase

      Definition of the applicable regulatory requirements (i.e. state and
      federal regulatory requirements, including without limitation, those
      requirements promulgated by the Federal Communications Commission)

      1.2 The Quality Review Phase

      Verification of information necessary for design of the software solution
      for the applicable regulatory requirement

      1.3 The Alternative Solutions Phase Presentation of alternative solutions

      1.4 The LOE (level of effort) Review Phase Review by Sprint and Amdocs of
           the alternative solutions and estimates (provided in the Alternative
           Solutions Phase) and reaching a mutual agreement of the utilization
           (if any) of the available [**] Customization Hours.

With the exception of any efforts related to the development of the LLE for the
technical solution (as these terms are defined in Section 4.2 below), which will
be paid for by Sprint or for which [**] Customization Hours will be used, [**].

2.   The Requirements Phase

      2.1 Sprint's team responsible for managing Ensemble business requirements
           will work with Sprint's applicable managers (Sprint's relevant
           "business owners") to identify and define the relevant regulatory
           requirements by performing the following activities:

           (i) Preparation of any supplementary data related to the regulatory
                requirements in accordance with the table in Annex A attached to
                this Schedule T and made a part hereof ("Regulatory Requirements
                Supplementary Data").

           (ii) Submission by Sprint to Amdocs, in a form of functionality change
                requests ("CRs"), of the functionality changes resulting (in
                Sprint's opinion) from the regulatory requirements based upon the
                Regulatory Requirements Supplementary Data. For the avoidance of
                doubt, the

corresponding Regulatory Requirements Supplementary Data will be submitted to Amdocs as well. In each CR, Sprint will separate the functionality changes derived from regulatory requirements and those resulting from non-regulatory requirements and specify the applicable Categories as described in clause (iii) below.

(iii) Assignment by Sprint of categories to the required functionality changes derived from regulatory requirements within each CR, based on the descriptions in the following table ("Category" or "Categories"):

Regulatory requirements functionality change Category	Description	Regulatory requirement functionality change content
Category 1	[**]	[**]
Category 2	[**]	[**]
Category 3	[**]	[**]

2.2 Amdocs will promptly confirm that Sprint's assignment of Categories is (in Amdocs' opinion) correct or, in the event that Amdocs is of the opinion that a different Category is more suitable or that there are other ways to comply with the applicable regulatory requirement, Amdocs will promptly discuss with Sprint the above issues; provided that if, in any case, Sprint and Amdocs are unable to promptly agree as to any Category assignment, Sprint's decision as to Category shall be determinative subject to the dispute resolution process specified in Sections 7.2 and 7.3 below.

2.3 Sprint will prioritize the Category 2 and 3 regulatory requirements functionality changes within each CR as an input for the LOE Review Phase, to support decision on inclusion/exclusion of such functionality changes in case Sprint concludes that the corresponding estimated effort does not support the cost benefit considerations or applicable business case. Category 1 regulatory requirements functionality changes shall not be prioritized, as such changes will not be considered for exclusion during the LOE Review Phase.

2.4 Amdocs will support Sprint in the preparation of the relevant CRs documentation by providing guidance for cost effective approach to the applicable solutions (as customary between the Parties with regard to the CRs at the time of execution of Amendment No 9 to the Original Agreement).

2.5 Sprint will prepare and provide the regulatory requirements CRs (as well as the Regulatory Requirements Supplementary Data) based on a single solution approach (i.e., the CRs shall not require multiple solutions recommendations for the same regulatory requirements functionality changes).

3. The Quality Review Phase

This Quality Review Phase shall commence before the conclusion of the Requirements Phase. Sprint's teams responsible for managing Ensemble business requirements and Sprint's team responsible for planning integration with Amdocs will confirm the following, and updated or missing information and documents shall be submitted to Amdocs:

    3.1 All of the required Regulatory Requirements Supplementary Data is provided to Amdocs

    3.2 The submitted CRs clearly specify the applicable regulatory requirement(s).

Amdocs will review the CRs and the Regulatory Requirements Supplementary Data to validate the assigned Category and to verify whether the regulatory requirements can not be complied with in other ways, but, for the avoidance of doubt, Sprint shall have the final right to decide which solution will be implemented and any Category determination. However, the Parties acknowledge that Amdocs may have concerns regarding the assigned Category even during the Alternative Solutions Phase and the LOE review Phase and is entitled to dispute the assigned Category as a result of such concerns, subject to Section 7.4 of this Schedule T.

4. The Alternative Solutions Phase

    4.1 Amdocs will describe a proposed technical solution with regard to the regulator requirements functionality changes within each CR. Such description shall be in the form of an impact assessment document to be agreed upon and signed off by the parties (as customary between the Parties with regard to CRs at the time of execution of Amendment No. 9 to the Agreement).

    4.2 Amdocs will also provide a breakdown of low level estimates of the required efforts ("LLEs") with regard to the proposed technical solution associated with the CR (in a separate document, as customary between the Parties with regard to CRs at the time of execution of Amendment No. 9 to the Agreement).

    4.3 Amdocs may provide alternative minimal development approaches and present them to Sprint for review and approval. For the avoidance of doubt, such alternative minimal development approaches may be in whole or in part within Sprint's responsibility (e.g., not necessarily a CR approach). Amdocs will also provide an initial rough estimate of the cost of such alternative minimal development approach (es).

    4.4 Sprint and Amdocs will discuss and decide a final solution to be implemented (taking into consideration also the alternative minimal development approaches).

5. The LOE Review Phase

    5.1 For each Release, or CR if applicable, Amdocs will provide a regulatory requirements summary table ("Regulatory Requirements Summary

Table") which includes the details specified in Annex B attached to this Schedule T and made a part hereof for each of the regulatory requirements functionality changes associated with that Release or CR.

5.2 During this phase, Sprint and Amdocs will jointly review the Regulatory Requirements Summary Table. The purpose of this review is for Sprint and Amdocs to agree on the amount of [**] Customization Hours (including any Rolled-over [**] Customization Hours) to be used for the relevant Release or CR, provided the applicable [**] Customization Hours are not used up (or Customization hours to be paid in the event that there are not that many [**] Customization Hours).

5.3 The agreed upon LLE will be a [**] which Amdocs is committed to perform the relevant regulatory requirement functionality change. If the applicable LLE is not agreed upon, then Amdocs' presented LLE shall be the basis for the use of the [**] Customization Hours [**] subject to the dispute resolution process.

5.4 Sprint's applicable managers (Sprint's relevant "business owners") may participate in the review in case the LLE percentage allocation does not support the corresponding cost benefit considerations or the applicable business case.

6.   Payment

Following the process described above in this Schedule T, Sprint shall, as applicable, promptly execute Additional Services Orders or Production CRs using the Fast Track Procedure. Such Additional Services Orders or Production CRs shall specify the allocation of [**] Customization Hours to be used (and/or payment to be made).

7.   Special Escalation Procedure

7.1 Sprint's team known as CBS Services Delivery will act as the facilitator with regard to the procedure described in this Schedule T in order to ensure its smooth implementation

7.2 In the event of any dispute between the Parties during or with regard to the above process, the Parties will, as soon as practicable, discuss in good faith any applicable disagreements with the aim of solving such dispute within [**].

7.3 In the event that the dispute is not resolved within such [**] period, all remaining disagreements shall be resolved in accordance with the Agreement's general dispute resolution provisions contained in Section 4.6 of the Agreement.

7.4 Amdocs acknowledges that regulatory compliance is critical to Sprint's business operations and therefore agrees that, notwithstanding any dispute between the Parties during or with regard to any aspect of the procedure describe din this Schedule T, Amdocs shall promptly undertake and complete, a technical solution as described in this Schedule T for every functionality change derived from regulatory requirements and requested by Sprint hereunder, according to a reasonable schedule as Sprint

determines is necessary in order for it to comply with any regulatory
deadline associates with such functionality change.

Term	Definition
Requirement Number	Complete and fully qualified requirement number from the requirements submission form. This requirement must be flagged as a regulatory item in this form.
Regulatory Category	1, 2 or 3 described above.
Regulatory Entity	Name of the regulatory organization or group that has established the regulation or made the ruling
Regulatory Document	Name and reference to the specific document that contains the subject regulation. (Copy of regulation to be attached to requirements document).
Regulatory Document Reference	Specific reference within the regulatory document that describes the regulation (ex. Docket Number, Page, etc.)
Regulation Compliance Date	Date that Sprint must be in compliance with the regulation. Additional information if necessary should be included in the Business Case.
Penalties	Yes or No. If the regulation imposed specific penalties associated with non-compliance, the details should be included in the Business Case.
Legal Approval	Name of the person in the Legal Department who has approved that the requirement is necessary to be compliant with a regulation.
Guideline/Industry Standard Change	This field is used to identify a requirement to modify a previous implementation of the same regulatory item. A reference should be provided to the previous implementation of the regulation, for example "Ensemble Release 3.1"
Explanation of the applicability	An explanation why the business requirement in the proposed CR is an applicable solution to the regulation

Term	Definition
CR Number	The CR's assigned number
Requirement Number	Complete requirement number from the CR form
Sprint's Category	The Category as assigned by Sprint for this requirement in the applicable CR
Amdocs' Category	The Category for this requirement per Amdocs' understanding (if different from Sprint's Category). Note: This is a temporary field. Once the LOE Review phase is concluded and the final Category is determined (according to the process described in Schedule T) this field will be cleared
LLE	LLE [**] for this regulatory requirement
Alternative Minimal Development Approach Estimate	The effort [**] required for development of the alternative minimal development approach. This field is applicable only for requirements of Category 2 or 3, and will remain empty for requirements of category 1
Percentage of the LLE	The alternative minimal development approach percentage of the LLE (where 100% represents the full solution, i.e., not such alternative approach)

```
                          SCHEDULE U

                         SERVICES MATRIX


                    CUSTOMER    CUSTOMER DATA
                      DATA    SECURELY ACCESSED
                      SENT       IN US BASED      ACTIVITIES AS
AREA                TO [**]     DATA CENTER     CURRENTLY KNOWN
- ----              --------   -----------------  ---------------


Production management
   / shift management  [**]         [**]             [**]
Scheduling             [**]         [**]             [**]
Bill validation**      [**]         [**]           - [**]
Billing QA             [**]         [**]             [**]
Reference Tables       [**]         [**]             [**]
Billing OGS team       [**]         [**]             [**]
Help Desk              [**]         [**]             [**]
Infrastructure Support [**]         [**]             [**]
Conversion Execution   [**]         [**]             [**]
Traffic Management     [**]         [**]             [**]
AR/GL Validation       [**]         [**]             [**]
Transmissions          [**]         [**]             [**]
Fulfillment            [**]         [**]             [**]
Information security   [**]         [**]             [**]


** [**], the following additional details shall apply:[**]



            Champaign, IL   [**]
            -------------   ----

[**]          [**]            [**]
    > [**]    [**]            [**]
    > [**]    [**]            [**]
    > [**]    [**]            [**]
[**]          [**]            [**]
    > [**]    [**]            [**]
    > [**]    [**]            [**]
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  > [**]    [**]              [**]
  > [**]    [**]              [**]
  > [**]    [**]              [**]


All Champaign resources are [**]
All [**] resources are [**]
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```
                        Schedule V
                Historical Data Requirements

HISTORICAL DATA REQUIRMENTS



                 NUMBER OF
                MONTHS/ DAYS
PARAMETER       AVAILABLE
- ---------     ------------

[**]
[**]            [**]
[**]            [**]
[**]            [**]
[**]            [**]
[**]            [**]
[**]            [**]
[**]            [**]
[**]            [**]
[**]            [**]
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PURGE AND ARCHIVE PROJECT

[**]   [**]   [**]   [**]   [**]   [**]   [**]
[**]   [**]   [**]   [**]   [**]   [**]
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```
                        Schedule V
                 Historical Data Requirements


                                      Amount of
                                      Historical
                                      Data to be
                                      included in
        REMARK_TYPE_CD   REMARK_TYPE_DESC   Conversion
        --------------   ----------------   -----------

   1        [**]             [**]              [**]
   2        [**]             [**]              [**]
   3        [**]             [**]              [**]
   4        [**]             [**]              [**]
   5        [**]             [**]              [**]
   6        [**]             [**]              [**]
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  49        [**]             [**]              [**]
  50        [**]             [**]              [**]
```

SCHEDULE W

FAST TRACK PROCEDURE

The following procedure shall apply to Production CRs:

1. Sprint shall submit to Amdocs a detailed request for each Production CR by using the Production CRs Request Form (Annex A to this Schedule W).

2. Amdocs shall promptly review the Production CRs Request Form in order to verify that the requested Production CR is compliant with the Production CR definition specified in Section 12.1 (Defined Terms) of the Agreement. In the event that Amdocs is of the opinion that the requested Production CR does not comply with the above referred to definition, Amdocs shall promptly notify Sprint and the Parties will discuss whether the requested Production CR is to be processed as a Production CR or as part of an Additional Release. If Sprint and Amdocs do not agree, the requested Production CR shall not be treated as a valid Production CR until and unless decided otherwise through the dispute resolution procedures referred to in Section 9 below.

3. Promptly following the conclusion of the activities described in Section 2 above of this Schedule W, the following shall occur:

    (a) Amdocs shall provide Sprint with an initial rough estimate of the amount to be charged by Amdocs for the development of the Production CR; and

    (b) Sprint and Amdocs applicable teams shall meet and discuss in detail Sprint's Production CR requirements and Amdocs' proposed solution with regard to such requirements (i.e., the scope of the Production CR).

4. Following and based upon the above Parties' teams discussions, Amdocs shall send Sprint a Production CRs SOW substantially in the form of Annex B to this Schedule W. Such Production CRs SOW shall also include the applicable Production CRs Charges.

5. Amdocs will provide an impact assessment document with regard to all Production CRs that involve Customization. In the event that any particular Production CR does not involve Customization, an Impact assessment document will not be provided by Amdocs for that Production CR.

6. Production CRs SOW, and, where applicable, the Impact Assessment Document, shall not be deemed approved by Sprint until approved as follows:

    (a) The Production CRs SOW shall be approved by two signatures: One by Sprint's applicable manager (Sprint's relevant "business owner") and the second by Sprint's Vice President, Customer Billing Services

    (b) The Impact Assessment Document (if any) shall be approved by mail.

    For the avoidance of doubt, Amdocs is not required to sign the Production CRs SOW (and the impact assessment document, if any) but shall not commence the performance of any Additional Services required by the applicable Production CRs

SOW unless such Production CRs SOW is approved by Sprint as provided for in Section 5.3.7 (Invoicing of Production CRs) of the Agreement.

7. Following Sprint's approval as provided for in Section 5.3.7 (Invoicing of Production CRs) of the Agreement, Amdocs shall commence the development of the applicable Production CR and shall perform the requirements of the Production CR SOW.

8. In the event that Sprint would like to introduce changes to an already approved Production CRs SOW or cancel such approved Production CRs SOW, Sprint shall so notify Amdocs by an e-mail sent to the Amdocs contacts specified in that Production CR SOW. Upon receipt of such notification e-mail, Amdocs shall cease all performance of the affected Production CRs SOW and do the following: (i) Send to Sprint an invoice for all efforts performed by Amdocs with regard to such Production CRs SOW until the cessation of efforts as aforesaid (amount of Customization hours comprising such efforts to be specified) and Sprint shall pay such invoice in accordance with the provisions of Section 5.3.10 of the Agreement, and (ii) in the event that the above notification e-mail refers to requested changes in the approved Production CR SOW, Amdocs shall also send to Sprint a revised Production CRs SOW, based on the requested changes, for Sprint's review and comments / approval while specifying the effect of such changes on timetable and efforts to be paid by Sprint. Upon reaching an agreement between Sprint and Amdocs regarding the revised Production CRs SOW, it has to be approved by Sprint in accordance with the procedure described in Section 5.3.7 (Invoicing of Production CRs) of the Agreement.

9. Special escalation procedure regarding production CRs:

    (a) In the event of any dispute between the Parties during or with regard to the above described Fast Track Procedure, the Parties will, as soon as practicable, discuss in good faith any applicable disagreements with the aim of solving such disagreements within [**].

    (b) In the event that the above disagreements are not resolved within such [**] period, all remaining disagreements shall be resolved in accordance with the Agreement's general dispute resolution provisions specified in Sections 4.6.1 and 4.6.2 of the Agreement.

2

ANNEX A TO SCHEDULE W

PRODUCTION CRS REQUEST FORM

```
CBS IT - CHANGE REQUEST FORM


DATE SUBMITTED: For CBS-IT Release Management Use    In-scope for Release: _____
               Only                                 In scope for Build: _____
               CR #: 1035

TITLE: _____

BUSINESS AREA: _____    BUSINESS SME: _____    PROJECT MANAGER: _____    VERSION: _____

REQUEST PURPOSE:  [X] Enhancement                    [ ] Concept                    TARGET DATE: _____
                                                                                    Date CR needs
                  [ ] This CR is associated with a defect fix.  Vantive number: _____   to be delivered

STATUS            [X] Standard Request  [ ] Production Support (complete     [ ] Urgent (complete Justification Section if
                                            Justification Section if checked)    checked)
```

ANTICIPATED BUSINESS AREAS AFFECTED Note: If more than one Business Area is affected, cross-functional approval is required. At completion of requirements cross-functional impact matrix to be completed by EU.						
[X] Care	[X] Enterprise/ Corporate Accounts	[ ] IT Customer Billing Services (CBS)	[ ] National Upgrade Program	[ ] Product Management	[ ] Strategic Business Operations
[X] CFS- Cash	[ ] Finance (Commissions)	[ ] IWS	[ ] NexStep	[ ] Resource Management	[ ] Tax
[X] CFS- Collections	[ ] Finance (AR/AP/ Controller)	[ ] Legal	[X] Sprint Partners	[ ] Revenue Assurance	[ ] Telesales
[X] CFS - Credit	[ ] Fulfillment	[ ] Marketing	[ ] Sprint Retail Stores	[ ] Sales Operations	[ ] VAD
[ ] Corporate Compliance	[ ] IT Architecture	[X] National Field Care (The Regions)	[ ] Order Management	[ ] Service & Repair	[ ] WNP
[ ] Engineering	[X] Customer Life Cycle & Retention	[ ] Business Continuity	[ ] Pricing	[ ] Boost	[ ] Other -
[ ] Other -	[ ] Other -	[ ] Other -	[ ] Other -		

```
REGULATORY       [ ] This CR contains requirements necessary to comply with government regulations
IMPACT           [ ] This CR introduces automation or refinement to functionality affecting regulatory compliance
Check all that   [ ] This CR introduces risks to regulatory compliance that must be addressed
apply            NOTE: If either of the above apply, complete the REGULATORY IMPACTS section below
```

ANTICIPATED IT AREAS AFFECTED At completion of requirements cross-functional impact matrix to be completed by EU						
[ ] AR & Collections	[ ] Fraud	[ ] Lockbox	[ ] Price Plans	[ ] Switch Control	[ ] Training
[ ] Billing	[ ] INC/SNC	[ ] MPS/MAF/EMS	[ ] Provisioning	[ ] TOES	[ ] Security
[X] CSM	[ ] Infrastructure	[ ] NDW	[ ] Reference Tables	[ ] VAD	[ ] SAS
[ ] Customer Hierarchy	[ ] Interfaces	[ ] OARS	[ ] Resource Management	[ ] WIAT	[ ] Data Management
[ ] eCare	[ ] Inventory Control	[ ] OCA Download	[ ] SAR	[ ] Wireless Manager	[ ] Other -
[ ] FBF	[ ] IVR	[ ] OL2	[ ] Smart Connect	[ ] XML Bridge for IWS	[ ] Other -
[ ] FDT	[ ] Lightbridge	[ ] PaymentTech	[ ] STARS	[ ] APIs	[ ] Other -

QUANTITATIVE IMPACTS (Check all that apply)		NON-QUANTITATIVE IMPACTS (Check All that apply)		
[ ] Increase Revenue	[ ] Decrease Churn		[ ] Customer Impacting	[ ] Ensemble User Impacting
[ ] Increase ARPU	[ ] Reduce Costs		[ ] Leverage Other Investments	[ ] Other -

```
HIGH-LEVEL
DESCRIPTION OF
IMPACTS

HIGH LEVEL DESCRIPTION

Please be as detailed as possible
when describing what you are
looking for from this CR. Remember
that you will need to break out the
specific detailed requirements in
the 'Detailed Requirements' section
of this form. Attachments/examples
into this description are welcomed.

CURRENT SITUATION AND WORKAROUNDS

Describe the problem or current
situation requiring a solution.
Include costs, risks, etc.,
associated with the current
situation.
```

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KEY BENEFITS
Include other business needs this CR may
satisfy in addition to the primary problem
described in Current Situation.

WHAT WILL CHANGE
Describe the prescribed changes at a
functional level. Remember to describe what
the system must do without attempting to
dictate how it will do it.

Any business process changes associated with
the system change should be included here as
well.

ASSUMPTIONS
Please include any known assumptions which
impact or could impact the
implementation/development of this CR.

DEPENDENCIES
Include dependencies on other projects, CRs,
or initiatives upon which the validity or
implementation of this CR depends.

POTENTIAL SECURITY IMPACTS	SECURITY IMPACTS: Will this functionality be available to all users or will security restrictions be required for this functionality?
	Which functional areas within Sprint will need to have access to this functionality?

POTENTIAL TABLES IMPACTS
Tables Impacts: Will this functionality
require a Schema change, New entry, or
Modification to the Reference Tables?

REGULATORY IMPACTS
DESCRIBE HOW THIS CR IMPACTS REGULATORY
COMPLIANCE. WHAT PORTIONS OF THIS CR ARE
NECESSARY TO COMPLY WITH GOVERNMENT
REGULATIONS? DOES THIS CR MAKE COMPLIANCE
EASIER, CHEAPER, LESS RISKY? ARE THERE
POTENTIAL RISKS TO COMPLIANCE INTRODUCED BY
THIS CR?

ANTICIPATED FUNDING SOURCE	IT General Funds [X]
	ITAC [ ]
	POC [ ]
	PIC [ ]
	Regulatory [ ]
	Other (please specify) [ ] _____

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SUGGESTED TESTING
CHECK ALL THAT APPLY

Unsure-Please recommend [X]
Sprint User Acceptance Testing [ ]
Billing [ ]
Data Aging (Multi Bill Runs) [ ]
FDT/CSM [ ]
Other (please specify) [ ] _____

TEST OUTPUT REQUIREMENTS
List any test output files that you would like
to review prior to this request being
implemented

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CBS IT - CHANGE REQUEST FORM

DETAILED BUSINESS REQUIREMENTS SECTION

BUSINESS SCENARIO #	BUSINESS SCENARIO DESCRIPTION	REQ #	REQUIREMENT	ADDITIONAL INFORMATION	ACCEPTANCE CRITERIA	PRIORITY
	DEFINITION: A Sprint process that must be supported by the desired new or modified system functionality		DEFINITION: A description of an activity or function that must be performed by the system. Describes what the system must do but not how the system must do it. Each requirement should stand alone, defining only one function or activity.		DEFINITION: Brief description how the requirement can be tested to meet the Business requirement.	DEFINITION: Regulatory = R Mandatory = M Nice to Have = NH
	EXAMPLE: User is performing an activation of a new pre-paid subscriber on a new account.		EXAMPLE: Ensemble will not allow the user to complete the activation without completing the credit check.		EXAMPLE: Ensure Ensemble will not allow the user to complete the activation without completing a credit check.	EXAMPLE: M
			EXAMPLE: Ensemble allows the user to enter address.		EXAMPLE: Ensure Ensemble allows a user to enter an address.	EXAMPLE: NH

Enter Your Data Below. Insert New Rows as needed.

CBS IT - CHANGE REQUEST FORM

GENERAL APPROVALS

The following approvals are required for every Change Request submission:

AUTHORIZED APPROVER	PRINTED NAME	SIGNATURE
REQUESTING VICE PRESIDENT (SIGNATURE REQUIRED WHEN SUBMITTED)		
CBS VICE PRESIDENT		
AMDOCS VICE PRESIDENT		
ENSEMBLE UTILIZATION		
CBS-PI PLANNING & INTEGRATION DIRECTOR		

CROSS-FUNCTIONAL APPROVALS

Approval from each affected functional area is required.

NAME OF CROSS-FUNCTIONAL APPROVER	EXTERNAL FUNCTION (BUSINESS AREA)	SIGNATURE

KEY CONTACTS

Contact information is required for all stakeholders listed. (THIS IS REQUIRED
FOR SOW AND IA CONTACT INFORMATION)

TITLE	NAME	ORGANIZATION	OFFICE PHONE	PTN
EBO SPONSOR				
REQUESTING VP				
BUSINESS SME CONTACT:				
IT PM CONTACT:				
CR REQUESTOR / AUTHOR				
EU CONTACT				

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CORE TEAM MEMBERS

NAME	POSITION (TITLE)	PHONE	EMAIL

CHANGE RECORD

DATE	AUTHOR	VERSION	CHANGE REFERENCE

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CBS IT - CHANGE REQUEST FORM

Addendum: Urgent / Production Support Change Request

Section must be completed if the Change Request is flagged as Production Support
or deemed Urgent. NOTE completing these sections does not guarantee approval for
delivery outside of the normal change requirement process. Clear, concise,
accurate, and complete information is required in this section.

JUSTIFICATION:
Urgent: Why this change request is
urgent enough to justify varying from
the Standard Change Request process

Production Support: Why this CR must be
included as an enhancement or fix for
the next Maintenance build.

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ANNEX B TO SCHEDULE W

PRODUCTION CRS SOW FORM

amdocs

                    STATEMENT OF WORK FORM

DATE PREPARED:

FROM:

TO: [**]

COMPANY: Sprint

REGARDING: FTxxxx - (name)

HIGH LEVEL DESCRIPTION:

KEY BENEFIT:

ASSUMPTIONS/LIMITATIONS:

IMPACTED AREAS:

TESTING REQUIREMENTS:

ESTIMATED COMPLETION DATE:

LOE: XXX Hours

COST:
Amdocs shall charge Sprint for CR in the amount of $XXXXXX.XX

TERMS OF PAYMENT: 100% upon completion.

MISCELLANEOUS:
Attached is the original CR request

                              [**]   [**]
- --------------------------   --------------------   --------------   ----------
Authorized Customer Billing   Name   Title   Date
 Services (CBS) Signature

- --------------------------
     Sprint Purchase
       Order Number

SCHEDULE Y

PRIVACY AND SECURITY ATTACHMENT

This Schedule Y supplements and is a part of the Agreement to which it is
attached. Capitalized terms used in this Schedule without definition have the
meanings ascribed to them in the Agreement.

1. WEAPONS. Amdocs Personnel must not carry weapons or ammunition onto
    Sprint's premises or use or carry weapons while performing Services at
    any Sprint facility or attending Sprint-sponsored activities. Amdocs
    Personnel at Sprint's premises must comply with all postings or
    notices located at Sprint's premises regarding safety, security or
    weapons. As used herein, "Personnel" means direct and indirect
    employees, subcontractors and agents.

2. BACKGROUND CHECKS. To the extent permitted by law:

    a. Amdocs will ensure that reasonable background checks are
        performed on all [**] Amdocs Personnel being hired to
        perform Services for Sprint and any other background checks
        required by law for the performance of Services. Without
        limiting the foregoing, for US citizens, background checks
        will include, at a minimum: [**]; and

    b. For non US citizens, background checks will be conducted in
        accordance with and to the extent permitted by, the
        applicable laws of the relevant country.

    c. Amdocs Personnel who provide Services to Sprint will not
        include anyone with a [**]; and

    d. Amdocs will immediately remove any Amdocs Personnel with a
        [**].

3. TREATMENT OF AND ACCESS TO SPRINT-OWNED PROPERTY. Sprint will be and
    remain, at all times, the sole and exclusive owner of the Sprint-Owned
    Property (including any modification, compilation, or derivative work
    of, and all intellectual property and proprietary rights contained in
    or pertaining to, the Sprint-Owned Property). Except as expressly
    provided in Section 7 of the Agreement and Section 12 and Section 14
    of this Schedule Y, Amdocs must return all Sprint-Owned Property to
    Sprint upon (a) the termination or expiration of this Agreement and
    (b) at any time earlier upon Sprint's request, provided however that
    the parties shall negotiate in good faith to ensure that the return of
    Sprint-Owned Property at Sprint's request would not interfere unduly
    with Amdocs' performance of this Agreement. Subject to Section 10.1 of
    the Agreement, Amdocs is responsible and must account for all
    Sprint-Owned Property, [**]. Sprint-Owned Property may only be used in
    connection with Amdocs' performance of its obligations under this
    Agreement. Amdocs will not commercially exploit the Sprint-Owned
    Property, including without limitation Sprint Data, or do any other
    thing that may in any manner adversely affect the

integrity, security or confidentiality of such items, other than as specified herein or as directed by Sprint in writing.

4. SPRINT PROPRIETARY MATERIALS. All Sprint-Owned Property in existence on the Effective Date or, if created or acquired thereafter, created or acquired entirely independently of Amdocs' engagement hereunder, will continue to be owned exclusively by Sprint and Amdocs will not have any rights thereto, except as may be expressly provided pursuant to this Agreement.

5. PROPERTY RETURN. When an Amdocs Personnel assignment ends for any reason, voluntary or involuntary, Amdocs will ensure all Sprint-Owned Property in Amdocs Personnel possession is returned to Sprint [**]. If Sprint-Owned Property, including without limitation security badge and keys, is not returned within [**], Amdocs will [**].

6. IT AND SECURITY POLICIES. Amdocs will, and will cause all its Personnel to comply with the Sprint information technology, security, facilities and engineering policies and requirements as they [**] by Sprint to Amdocs from time to time [**]. Without limiting the foregoing, Amdocs acknowledges that the following policies [**] shall be considered [**] and acknowledges its obligation pursuant to the Agreement to abide by such policies: (a) [**]). Sprint shall provide any modifications and updates in the IT and Security Policies to Amdocs in writing; provided that [**], in which event [**]. Amdocs will become compliant with such modifications and updates in the IT and Security Policies within [**], the specific timeframe as mutually agreed to by the Parties. Sprint will cooperate with Amdocs' compliance efforts and the Parties will negotiate in good faith the period for such compliance efforts if the Parties mutually agree that the scope of the compliance requirements necessitate a longer timeframe for implementation. If implementation of future modifications and updates in the IT and Security Policies requires an Amdocs investment, then such increased costs shall be allocated pursuant to the applicable provisions of Section 2.5 of the Agreement (where Customization hours are involved) and agreed upon Additional Service Orders (for other and additional costs). Amdocs will inform all Personnel of their obligation to comply with all the IT and Security Policies. In the event of any violation of any of the IT and Security Policies, whether by Amdocs or any of its Personnel, Amdocs will (i) cure the violation to Sprint's satisfaction [**], as and to the extent directed by Sprint, remediate any impact thereof; (ii) immediately offer to remove or remove from any service for Sprint any Personnel who commit a material violation of any of the IT and Security Policies and (iii) furnish a suitable replacement, meeting all the requirements hereof, [**]. If Amdocs has not cured the violation within [**], Sprint may, at its option, and without limiting any other remedy hereunder, [**]. Amdocs agrees that Sprint may [**]. Notwithstanding the provisions of Section 6, [**] of this Schedule Y, such Sections of this Schedule Y shall apply; provided that [**], then the Parties shall meet in good faith to determine the manner and timeframe in which Amdocs shall implement such changes in Sprint's IT and Security Policies and consistent with Section 2.5 of the Agreement (if applicable).

7. DELETED

8.   SPRINT SECURITY QUESTIONNAIRE. As part of Sprint's assessment of
     Amdocs' internal control structure, Amdocs may be requested, without
     limitation, to answer security questionnaires or conduct scans of
     servers, databases and other network hardware.

9.   SECURITY PROCEDURES. All transactions that [**] that are sent by
     Amdocs outside of the networks and facilities owned and operated by
     Sprint or Amdocs will be encrypted [**] then the provisions of the
     last sentence of Section 6 of this Schedule Y shall apply.
     Additionally, each party will [**]. Each party agrees that any [**].
     For avoidance of doubt, nothing in this Section 9 shall be construed
     to limit Amdocs' obligations under Section 14(b) with respect to
     Privacy Laws.

10. INVESTIGATIONS. Amdocs will refer any security breach to Sprint
     Corporate Security immediately upon becoming aware of the incident.
     Amdocs must make [**] as reasonably requested. Amdocs will provide to
     corporate security the necessary personnel and resources to track,
     identify, and mitigate abuse of the suppliers systems as it pertains
     to fraud and theft investigations being conducted by Sprint.

11. OTHER SECURITY REQUIREMENTS.

The costs for compliance with subsections (a) and (b) of this Section 11
shall be allocated pursuant to the applicable provisions of Section 2.5 of
the Agreement [**]. Sprint shall cooperate with Amdocs' compliance efforts
with subsections (a) and (b) below. The Parties will state the technical
requirements, implementation timetables and processes for compliance with
subsections (a) and (b) below in [**] as applicable to be agreed upon by
the Parties.

          a.   The systems, servers, applications and services provided by
               Amdocs shall support Sarbanes Oxley regulations, Payment
               Card Industry (PCI) standards.

          b.   The systems, applications and servers provided by Amdocs
               [**] All aforementioned requirements [**]. Prior to
               implementation of the [**]. In addition, Amdocs will provide
               a [**].

          c.   Amdocs will provide a security point of contact to work
               directly with Sprint Corporate Security. Amdocs must conduct
               network scans on servers, databases, applications, and
               network elements supporting Sprint and will provide scan
               results to Sprint Corporate Security on a quarterly basis
               with remediation steps for identified issues.

          d.   AMDOCS will complete Sprint Corporate Security's vendor
               security plan within [**] days of the Effective Date of the
               Agreement and maintain the security plan in accordance with
               timelines included in the plan template [**] provided to
               Amdocs.

12. CONFIDENTIAL INFORMATION

          a.   PROTECTION OF CONFIDENTIAL INFORMATION. Each Party
               acknowledges that while performing its obligations under
               this Agreement it may have access to the other Party's
               Confidential Information. With respect to all

Confidential Information, and subject to the provisions of Sections 7.1(c) and 7.3 of the Agreement, the Parties agree that commencing on the Effective Date (or, if earlier, the date on which either Party disclosed Confidential Information to the other) and continuing during and after the termination or expiration of this Agreement, neither Party will disclose to any Third Party, and each Party will keep strictly confidential, all Confidential Information of the other. To protect Sprint's Confidential Information from unauthorized use, including disclosure, loss or alteration, Amdocs will (i) meet the IT and Security Policies, subject to the provisions of Section 6 of this Schedule; and (ii) inventory and test Security Standards before accepting Sprint's Confidential Information. In no event will the Recipient fail to use reasonable care to avoid unauthorized use, including disclosure, loss or alteration of the Discloser's Confidential Information.

b. PERMITTED DISCLOSURE. Each Party may disclose the other Party's Confidential Information to the Recipient's Personnel if they have a need to know and an obligation to protect the Confidential Information that is at least as restrictive as this Schedule Y. Neither Party will use the Confidential Information of the other Party except solely as necessary in and during the performance of this Agreement, or as expressly licensed hereunder. Each Party will be responsible for any improper use or disclosure of any Confidential Information of the other by such Party's officers, partners, principals, employees, agents or independent contractors (including individuals who become former partners, principals, employee, agents or independent contractors).

c. EXCEPTIONS. The obligations of this Section will not apply to any Confidential Information for a period longer than it is legally permissible to restrict disclosure of that item of Confidential Information.

d. REQUIRED DISCLOSURE. Either Party may disclose Confidential Information to the extent required by law or by order of a court or governmental agency or any other entity authorized by applicable law to require such disclosure; provided, however, that the Recipient of such Confidential Information shall use its commercially reasonable efforts to maintain the confidentiality of the Confidential Information by means of a protective order or other similar protection and will give the owner of such Confidential Information prompt notice in order that it have every opportunity to intercede in such process to contest such disclosure, and will use its commercially reasonable efforts to cooperate with the owner of such Confidential Information if the owner wishes to obtain a protective order or otherwise protect the confidentiality of such Confidential Information. The owner of such Confidential Information reserves the right to obtain a protective order or otherwise protect the confidentiality of such Confidential Information.

e. THIRD PARTY INFORMATION. Neither Party will disclose to the other Party any confidential information of a third party without such third party's consent.

f. NOTIFICATION. In the event of any improper disclosure or
    loss of Confidential Information, the Recipient will
    promptly notify the Discloser. Notices shall be to the
    contact information in accordance with the Agreement;
    provided that with respect to notices to Sprint, in
    addition, a copy of such notice shall be delivered to
    Corporate Security.

g. RETURN OF CONFIDENTIAL INFORMATION. Unless a Party is
    expressly authorized by this Agreement to retain the other
    Party's Confidential Information, such Party will promptly
    return or destroy, at the other Party's option, the other
    Party's Confidential Information, and any notes, reports or
    other information incorporating or derived in whole or in
    part from such Confidential Information, and all copies
    thereof within five (5) business days of termination or
    expiration of the Agreement or the Disclosing Party's
    written request, whichever is earlier, except that, at the
    time of termination or expiration, the Parties shall
    negotiate in good faith to allow the retention of such
    portion of Confidential Information or copy thereof as
    necessary to comply with law. Following the deadline for
    destruction or return, and promptly upon the Disclosing
    Party's request, an officer of the Recipient will certify to
    the other Party that it no longer has in its possession or
    under its control any Confidential Information in any form,
    or any copy thereof. Notwithstanding the above, Amdocs
    acknowledges that Sprint will have no obligation to return
    any Deliverables (or portions thereof) to Amdocs or any
    notes, reports or other information incorporating or derived
    from such Deliverables.

13. AUDITS

A. OPERATIONAL AUDIT AND/OR SECURITY ASSESSMENT. Sprint and its
    authorized representatives (including its internal and
    external auditors) will have the right, no more than once
    per quarter [**] of this Schedule Y [**] compliance with
    applicable laws or regulations and with Schedule Y. For
    purposes of such audit, Amdocs will grant Sprint and its
    representatives all relevant access to Amdocs' facilities,
    books, procedures, and records (other than cost information)
    and all other information required for Sprint to ascertain
    facts directly relevant to Amdocs' performance and the
    subject matter of the audit. Amdocs will provide, and cause
    Amdocs subcontractors to provide, Sprint and its
    representatives such information and assistance as
    reasonably requested in order to perform such audits;
    provided, however, the parties will arrange such assistance
    in such a way that it does not interfere with the
    performance of Amdocs' duties and obligations hereunder and
    its business generally. Any Third Parties and authorized
    representatives performing an audit under this subsection
    must execute a nondisclosure agreement that is at least as
    restrictive as this Section 12 of Schedule Y and is
    reasonably satisfactory to Amdocs.

B. SAS 70 REPORT. Each year, Amdocs must provide Sprint an
    auditor's report concerning the Amdocs' activities issued
    under Statement of Auditing Standards No. 70 (or any
    applicable successor thereto) provided that the report

(i) is a "Type II" report under such standard, (ii) was prepared by a firm of certified public accountants that is registered with the Public Company Accounting Oversight Board and is reasonably acceptable to Sprint, and (iii) covers a time period and is of such scope and result as to provide, to the extent relevant, sufficient evidence to support a favorable assessment by Sprint of its internal controls over financial reporting and its auditors' attestation and report for that fiscal period. Sprint and Amdocs will mutually establish the scope and degree of the controls to be tested. Sprint may still wish to perform their own security assessment subject to the provisions of this Schedule Y.

C.   RESULTS OF OPERATIONAL AUDIT AND/OR SECURITY ASSESSMENT. If any audit reveals a material inadequacy or insufficiency of Amdocs' performance of any of its obligations under this Schedule Y, then, without limiting any other rights or remedies of Sprint under this Agreement or at law, upon receiving written notice of such inadequacy or insufficiency in performance, Amdocs shall promptly develop a corrective action plan in cooperation with Sprint, such plan to be subject to Sprint's approval, and promptly thereafter implement such plan at Amdocs' sole cost and expense. In such event, Sprint may perform one additional follow up audit to verify performance under the corrective action plan (and to examine any areas potentially affected by such action plan) [**]. Sprint agrees that the results of any audit and/or security assessments will be considered Amdocs' Confidential Information.

14.   PRIVACY.

a.   OWNERSHIP AND USE OF [**] DATA. [**] Data is and will remain the exclusive property of Sprint. Amdocs will access, use, collect, maintain, and disclose or share [**] Data only in strict accordance with the terms of this Schedule and only to the extent strictly necessary to perform its obligations under this Agreement, or as otherwise required by law. Amdocs may not otherwise modify the [**] Data, merge it with other data, commercially exploit it, disclose it or do any other thing that may in any manner adversely affect the integrity, security or confidentiality of such data, other than as expressly specified in this Schedule or as Sprint directs in writing. Sprint makes no representation or warranty as to the accuracy or completeness of the [**] Data, and Amdocs agrees that Sprint, its employees and agents will have no liability to Amdocs resulting from any use of the [**] Data.

b.   PRIVACY LAWS. Amdocs agrees that its collection, access, use, maintenance and disclosure of [**] Data will comply with all federal, state and local laws, rules and regulations as they may be amended from time to time (the "Privacy Laws") applicable to (i) Sprint [**] of the Agreement [**] provided that Amdocs shall [**] of the Agreement [**] and (ii) Amdocs. Privacy Laws include, without limitation, (1) with respect to Privacy Laws applicable to Sprint, the FCC's Customer Proprietary Network Information rules and regulations implementing 47 U.S.C. Section 222 (the "CPNI Law"), (2) laws governing consumer protection and data

security, and (3) laws governing marketing by telephone, direct mail, e-mail, SMS, wireless text messaging, fax, and any other mode of communication. Amdocs agrees that it also will comply with all industry standards and best practices applicable to (i) Sprint [**] of the Agreement [**]; provided that Amdocs shall [**] of the Agreement [**] (ii) Amdocs. An industry standard applicable to Amdocs is ISO 17799 with which Amdocs will comply [**]. Sprint will cooperate with Amdocs' compliance efforts and Amdocs will at all times perform its obligations in [**]. For purposes of its obligations under this Schedule, the acts or omissions of Amdocs' employees, agents, representatives, contractors, subcontractors, or affiliates (and such affiliates' employees, agents, representatives, contractors, or subcontractors) will also be deemed the acts or omissions of Amdocs.

c.   SECURITY. Amdocs will be fully responsible for any unauthorized collection, access, use, and disclosure of [**] Data. Without limiting the foregoing, Amdocs will [**], and [**]. Amdocs shall give Sprint written notice prior to conducting any aspect of the Services outside the United States and promptly provide to Sprint, upon Sprint's written request, a full and complete list of all locations where [**] Data may be accessed or reside [**]; provided such activities comply with Privacy Laws requiring that the Services and/or [**] Data be located solely in the United States. "Authorized Personnel" are Amdocs' and Amdocs' Affiliates' full-time Personnel who have a need to know or otherwise access the [**] Data to enable Amdocs to perform its obligations under this Agreement, and who are bound in writing by obligations of confidentiality that are at least as stringent as the terms of this Schedule. Upon Sprint's written request, Amdocs will promptly identify all Authorized Personnel in writing. During the term of each Authorized Personnel employment by Amdocs, Amdocs will at all times cause such Authorized Personnel to strictly abide by its obligations under this Schedule and, after the termination of employment, Amdocs will use the same efforts to enforce the confidentiality obligations of such Authorized Personnel as Amdocs uses to enforce such obligations with respect to its own similarly confidential information, provided that Amdocs will not use less than reasonable efforts in such enforcement. Amdocs further agrees to cooperate with Sprint in maintaining and implementing at Sprint's request procedures to ensure the security of the [**] Data. Amdocs further agrees that it will maintain a disciplinary process to address any unauthorized access, use or disclosure of [**] Data by any of Amdocs' officers, partners, principals, employees, agents or independent contractors. For avoidance of doubt, nothing in this Section 14(c) shall be construed to limit Amdocs' obligations under Section 14(b) with respect to Privacy Laws.

d.   DISCLOSURE OF [**] DATA. Except in response to a valid court order or otherwise to the extent legally required in response to a request from a law enforcement agency, Amdocs will not disclose any [**] Data to any third

party. If, in the written opinion of its counsel addressed to Sprint, Amdocs is compelled as a matter of law to disclose the [**] Data in the absence of a protective order, it will disclose to the party compelling the disclosure only the part of the [**] Data that is required by law to be disclosed, and Amdocs will use its commercially reasonable efforts to obtain confidential treatment for all disclosed information. Amdocs further agrees that, prior to any such disclosure, it will advise and consult with Sprint and its counsel as to such disclosure and the nature and wording of its disclosure. In addition, Section 12(d) shall apply to [**] Data to the extent they are consistent with this Section 14.

e. CUSTOMER TOUCH. Notwithstanding any other provision in this Agreement, Amdocs agrees that any and all messages sent to current, former and prospective Sprint subscribers, however delivered (e.g., short messaging service, e-mail, telephone), are subject to Sprint's written approval, and Amdocs shall not contact any current, former or prospective customer of Sprint in any manner, except as expressly provided under this Agreement or with Sprint's express prior written consent.

f. RETURN OF [**] DATA. Section 12(g) of this Schedule Y shall also apply to [**] Data.

g. COOPERATION AND INSPECTION. Amdocs will establish a disciplinary process to address any unauthorized access, use or disclosure of [**] Data by any of Amdocs' employees or subcontractors. Amdocs will immediately notify Sprint of any potential or actual breaches of security that may result in the unauthorized collection, access, use or disclosure of [**] Data. Amdocs will make all reasonable efforts to assist Sprint in relation to the investigation and remedy of any such breach of security and any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized access, use or disclosure of [**] Data.

h. INJUNCTIVE RELIEF. Amdocs acknowledges and agrees that a breach of any obligation set forth in this Schedule by Amdocs may result in irreparable harm for which monetary damages may not provide a sufficient remedy and, as a result, Sprint will be entitled to both monetary damages and equitable relief.

i. INDEMNIFICATION/REMEDIES. Amdocs agrees to indemnify, defend and hold harmless Sprint, including its parent, subsidiaries and affiliates, and each of their respective officers, shareholders, directors and employees, from and against any claims, losses, liabilities, costs or expenses (including reasonable attorney's fees) arising out of or relating to Amdocs' performance of its obligations under this Schedule. Amdocs' indemnification obligations under this Schedule will not be limited by any provisions limiting Amdocs' liability under this Agreement (including any disclaimer of liability for consequential, incidental, exemplary, punitive, or special damages). Notwithstanding any other provision of the Agreement, Amdocs agrees that, without limiting any of its other rights or remedies under the Agreement or at law, a material breach by Amdocs of

the provisions of this Schedule Y shall be treated as a
Default under clause (c) of the definition of Default under
the Agreement. Notwithstanding the provisions of Section
6.3.2 (Material Default) of the Agreement, in the event that
the above material breach directly relates to [**] Data that
resides in the databases of the Customized Product, Sprint
shall have the right to terminate this Agreement upon
written notice to Amdocs in the event that Amdocs fails to
cure such Default under clause (c) of the definition of
Default under within [**] after written notification by
Sprint of the breach has been received by Amdocs, unless
Sprint agrees to a longer cure period for the implementation
of a corrective action plan to be performed by Amdocs at
Amdocs' sole cost and expense; provided that if Sprint
agrees to such a corrective action plan and Amdocs does not
cure the breach in accordance with such corrective action
plan, Sprint shall have the right to terminate this
Agreement upon written notice to Amdocs effective as of the
date set forth in such notice. During the cure period,
Sprint may instruct Amdocs to suspend all relevant Services
directly related to the material breach.

j.   CONFIDENTIALITY. The obligations set forth in this Schedule
     supplement the provisions in the Agreement to which this
     Schedule is attached regarding Confidential Information (or
     confidentiality, in general). This Schedule will govern to
     the extent there is any conflict between it and such
     agreement. Except as expressly provided in this Section 14
     of this Schedule Y, the exceptions relating to protection of
     Confidential Information included in the Agreement will not
     apply to [**] Data.

k.   MISCELLANEOUS. The obligations set forth in this Schedule
     will survive the termination or expiration of the Agreement
     for any reason. The provisions in this Schedule relating to
     [**] Data will govern all privacy, security and
     confidentiality obligations with respect to [**] Data to the
     extent there is any conflict between it and other provisions
     of the Agreement.

ELECTRONIC PAYMENT PLATFORM

1.0 DEFINITIONS. The following definitions will apply to this Exhibit:

[**]" means the process of: (1) accessing the Amdocs's web site located outside of Sprint's electronic firewall through the [**] (or other Sprint approved network) for the purpose of purchasing Products or Services, and (2) capturing the data from Amdocs's web site and moving it through Sprint's electronic firewall back into Sprint's internal systems.

"SSL Method" means secure sockets layer, a private key encryption method which creates a secure relationship between client and server.

"Transaction" means the electronic exchange between Sprint and Amdocs of a business document, including but not limited to (a) Orders, (b) Order acknowledgements, (c) Order changes, (d) advance shipping notices, (e) invoices, and (f) settlements as set forth under this Exhibit.

"Transmission Standards" means the electronic, computer-readable format agreed upon by the parties for exchange of Transactions.

2.0 SCOPE. This Exhibit details the Transmission Standards for Transactions. Any portion of a Transaction that includes terms that are inconsistent with the Agreement is unenforceable.

3.0 TRANSMISSION STANDARDS.

3.1 The parties will agree upon one of the Transmission Standards described in the table below. Once agreed, Transmission Standards may only be amended by the parties' mutual written agreement.

TRANSACTION	Transmission Standard
Orders, Order acknowledgements, Order changes	[**]
Invoices	[**]
Settlements	[**]

3.2 If Amdocs is unable to comply with the Transmission Standards in the table above, the parties may mutually agree to use an automated facsimile process ("Autofax") to transmit Orders from Sprint to Amdocs. The Autofax option will only apply to Orders. If the parties elect this option, Amdocs will provide Sprint with a dedicated facsimile number for Sprint to transmit Orders directly to Amdocs's order management group

4.0 SYSTEM OPERATIONS. The parties agree to individually bear all costs for integration of their respective internal systems and all transaction-related costs associated with the implementation and use of Transmission Standards. Each party will provide and maintain the equipment, software, services and testing necessary to effectively, reliably, timely, and securely transmit and receive Transactions. Each party will provide sufficient notice to the other of any changes in systems operations that might impair the mutual capabilities of the parties to meet the Transmission Standards.

5.0 THIRD PARTY SERVICE SUPPLIERS. The parties may use a third party service provider ("Service Supplier") for the transmission of data or the establishment of an electronic marketplace or exchange. If either party elects to use a Service Supplier, it must provide the other party with [**] notice of addition to or change of the Service Supplier(s). A party contracting with a Service Supplier must require the Service Supplier to enter into a confidentiality agreement preventing disclosure of any information contained in a Transaction to any third party. The confidentiality agreement will survive for [**] after the Service Supplier initially obtains the information. Either party may modify its election to use, or may change a Service Supplier upon [**] prior written notice to the other party. Each party will be liable for the acts or omissions of its Service Supplier while transmitting, receiving, storing or handling Transactions. If both parties use the same Service Supplier, the originating party will be liable for the acts or omissions of the Service Supplier in connection with each particular Transaction until the other party properly receives the Transaction, consistent with Section 8.0 of this Exhibit.

6.0 SECURITY PROCEDURES. Transactions will be encrypted using methods reasonably approved by Sprint/Nextel"s Corporate Security group. Additionally, each party will adopt an electronic identification key consisting of one or more symbol(s) or code(s) to be used and affixed as an identifying mark for all Transactions ("Signature"). Each party agrees that any Signature affixed to or contained within a Transaction will be sufficient to verify that the Transaction originated from the other party unless the relying party has actual notice that the Signature has been revoked. Neither party will accept a Transaction without a Signature or disclose the Signature of the other party to any third party. A party may change its Signature only by prior written notice to the other party.

7.0 TRANSMISSION ACCEPTANCE. If any Transaction is received in an unreadable form, the receiving party must promptly notify the originating party of the problem (and provide as many details as possible about the problem). If the receiving party does not provide this notice, the originating party's record of the Transaction will control such that the Transaction will be considered accepted by the receiving party and both parties will be held to any Transaction obligations.

8.0 CATALOG REQUIREMENTS.

8.1 If the parties agree to maintain an electronic catalog under this Exhibit, the requirements of this Section will apply.

8.2 If Amdocs provides links in the electronic catalog to pictures and graphics for catalog items, Amdocs will house these pictures and graphics on its own web server unless otherwise agreed upon. Amdocs will provide a listing of all unique [**] codes associated with Amdocs's catalog items. Amdocs will provide adequate explanatory descriptions for each catalog item and, if requested by Sprint will enhance item descriptions as necessary. Amdocs will not duplicate item descriptions regardless of the similarity of items. Amdocs will provide Sprint at least [**] prior written notice of any changes made to the catalog content including, without limitation, contractually required pricing and [**] codes, on Amdocs's [**] accessible web site. If Amdocs fails to provide notice, in addition to any other remedies available to Sprint under the Agreement, Amdocs will indemnify and defend Sprint for any loss, damage, or liability incurred in connection with the failure.

8.3 Amdocs will maintain its [**] accessible web site, including, without limitation, the pictures and graphics associated with each catalog item, at a [**]% level of availability, measured on a monthly basis, during the hours from [**] Central Time (standard and daylight savings, as applicable). Upon receiving notice from Sprint of failure to meet the required level of availability, Amdocs must correct the service availability problem within [**]. In addition to any

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other remedies available to Sprint under the Agreement, Sprint may require
Amdocs to pay liquidated damages if availability consistently falls below this
service level requirement.

9.0 VALIDITY; ENFORCEABILITY; CONFIDENTIALITY.

9.1 Transactions will be considered "in writing," "signed," and will constitute
an "original" when printed from electronic files or records established and
maintained in the normal course of business.

9.2 The parties agree not to contest the validity or enforceability of
Transactions under the provisions of any applicable law relating to whether
certain agreements are to be in writing or signed by the party to be bound.
Printed copies of Transactions, if introduced as evidence in any judicial
proceeding, arbitration, mediation, or administrative proceeding, will be
legally binding and admissible to the same extent and under the same conditions
as other business records originated and maintained in documentary form. Neither
party will contest the admissibility of Transactions under either the business
records exception to the hearsay rule or the best evidence rule on the basis
that the Transactions were not originated or maintained in documentary form.

9.3 Sprint will use the same care and discretion to avoid disclosure,
publication, or dissemination of the Transactions as it uses with its own
similar information and any third party's similar information.

                      FORM OF TERMINATION STATEMENT

             [SPRINT/UNITED MANAGEMENT COMPANY LETTERHEAD]

Amdocs Software Systems Limited
Earlsfort Center
Earlsfort Terrace 1
Dublin 2
Ireland

Dear [_____],

Re: TERMINATION OF THE AMENDED AND RESTATED CUSTOMER CARE AND BILLING SERVICES
     AGREEMENT DATED AS OF JULY ___, 2006, BETWEEN SPRINT/UNITED MANAGEMENT
     COMPANY ("SPRINT") AND AMDOCS SOFTWARE SYSTEMS LIMITED ("AMDOCS")

The Amended and Restated Customer Care and Billing Services Agreement (the
"Agreement") between our companies dated as of June ___, 2006, has been
terminated by us as of [_____].

We hereby state that Sprint is so terminating the Agreement on the basis of its
right under the Agreement to terminate [FOR ITS CONVENIENCE] [DUE TO A CHANGE IN
CONTROL OF AMDOCS] [DUE TO THE OCCURRENCE OF A FORCE MAJEURE EVENT], and not on
the basis of its right under the Agreement to terminate for cause.

Sincerely,

Sprint/United Management Company

Exhibit 99.2

ACMS AND BELL CANADA
AGREEMENT AMENDING THE FARMOSA AND MLSA

DATED: OCTOBER 5, 2006

ITEM	DESCRIPTION
1. Extension of Initial Term of the FARMOSA	The Initial Term of the FARMOSA shall be extended and continue, unless earlier terminated or extended in accordance with the terms of the FARMOSA as hereby amended, in effect until 11:59 p.m. (Toronto Time) on December 31, 2012.
2. Base Fees for 2007 to 2011	In consideration for the approvals and undertakings of Bell provided for in the FARMOSA as hereby amended (including without limitation, the approval in accordance with this Agreement by Bell of the India Migration and the Initiatives (as defined below)) and the undertakings of ACMS to provide the Services in accordance with the FARMOSA as hereby amended, the Base Fees for the Services to be provided by ACMS and its Affiliates to the BCH Companies (as defined below) under the FARMOSA as hereby amended for the period from January 1, 2007 to December 31, 2011 (the "FIVE YEAR PERIOD"), the 2012 Year and any Term Extensions shall be calculated in accordance with this Section 2 and Section 4.

The [**] Base Fee [**] for each year of the Five Year Period set forth in the following table are for the Services [**] provided under the FARMOSA (together with services specifically identified in this Agreement, i.e., [**] Services and for the [**] Customers, if migrated) [**]. The definition of "Services" under the FARMOSA shall remain unchanged.

	2007	2008	2009	2010	2011
Base Fees	[**]	[**]	[**]	[**]	[**]
Base Fees	[**]	[**]	[**]	[**]	[**]
[**]Customers to the [**] system operated by ACMS as provided for in Section 2.1, below)					

The Parties acknowledge and agree that the table in Section 2 above [**] the Base Fees for the Services [**] provided under the FARMOSA, as hereby amended, [**]. The Parties further acknowledge and agree that the Base Fees may be adjusted as provided for in Section 2.1, Section 2.2 and Section 2.3, below.

SECTION 2.1 - [**]

Bell is currently evaluating the economics and other implications of the possible migration of the billing of [**] customers and other, new, customers of [**] (collectively, the "[**] CUSTOMERS") onto the [**] system operated by ACMS.

Bell shall notify ACMS in writing prior to January 1, 2007, or such later date as the Parties may mutually agree in writing prior to January 1, 2007, of Bell's decision as to whether or not it is to migrate the billing of the [**] Customers onto the [**] system operated by ACMS.

(a) In the event that Bell notifies ACMS within the aforesaid period that Bell has decided to migrate the billing of the [**] Customers onto the [**] system operated by ACMS:

    i.   the scope of the Services provided under the FARMOSA shall be thereby expanded to include the performance by ACMS of billing related services for the [**] Customers which are migrated by Bell onto the [**] system operated by ACMS (the services to be provided with respect to such customers shall be substantially similar to those provided by ACMS with respect to Bell Mobility customers);

    ii. the [**] and fees of the development and related work required to enable the migration of the billing of the [**] Customers onto the [**] system operated by ACMS, to be agreed by the Parties, shall be paid by Bell in addition to the Base Fee amounts set forth below:

    iii. as noted in the table in Section 2 above, the Base Fees for the period from January 1, 2007 to December 31, 2007 (the "2007 YEAR") shall be increased in respect of the number of billing account numbers for [**] Customers ("[**] BANS") processed by ACMS in respect of wireless mobility services provided to [**] Customers by an amount equal to [**]. Promptly following the end of the 2007 Year, Bell shall notify ACMS in writing of the total number of [**] during the 2007 Year and shall provide ACMS with supporting documentation (if reasonably requested by ACMS);

    iv. as noted in the table in Section 2 above, the Base

Fees for the period: (A) from January 1, 2008 to December 31, 2008 (the "2008 YEAR"), (B) from January 1, 2009 to December 31, 2009 (the "2009 YEAR"); and (C) from January 1, 2010 to December 31, 2010 (the "2010 YEAR"), shall be increased by a [**] in respect of the Services provided by ACMS for the [**] Customers; and

v. as noted in the table in Section 2 above, the Base Fees for the period from January 1, 2011 to December 31, 2011 (the "2011 YEAR"), shall be increased by a [**] in respect of the Services provided by ACMS for the [**] Customers.

(b) In the event that Bell does not notify, within the aforesaid period, ACMS of a positive decision to migrate, in light of all relevant factors (including the [**] of migration and the cost structure set out above), the billing of the [**] Customers onto the [**] system operated by ACMS:

i. in 2007 [**] Customers to a different billing system (other than ACMS); and

ii. following the 2007 Year, [**] Customers to a different billing system (other than ACMS) unless the Chief Executive Officers of Bell and Amdocs discuss this issue in the context of the overall Agreement and reach an amicable solution.

SECTION 2.2 - TERM EXTENSIONS

The Parties agree that Bell has the option, during the 2008 Year, the 2009 Year and the 2010 Year as detailed below, to extend the Initial Term, in each case for an additional 12 month period beyond the end of the 2012 Year (each, a "TERM EXTENSION"), for up to a maximum of three Term Extensions.

The Base Fees for the each of the 2009 Year, the 2010 Year and the 2011 Year [**] in respect of any Term Extension(s), as follows:

(a) for a Term Extension committed to by Bell prior to the 2009 Year, the Base Fees for the 2009 Year [**];

(b) for a Term Extension committed to by Bell during the 2009 Year, the Base Fees for the 2010 Year [**]; and

(c) for a Term Extension committed to by Bell
during the 2010 Year, the Base Fees for the
2011 Year [**].

For clarity, the last sentence of Section 3.1
of the FARMOSA (relating to a 3 year extension)
is hereby deleted and shall have no force and
effect.

In the event that Bell terminates the FARMOSA
for convenience prior to the end of any such
Term Extension(s) or in the event of a ACMS
[**] Termination (as defined in Section 4
below), the [**] referred to in a, b and c
above, as applicable, (or portion thereof) will
be [**] the termination charges as detailed in
Section 14(c) below.

Without derogating from ACMS's and/or Bell's
obligation to make any press release required
by laws or stock exchange, the Parties shall
issue a joint press release, agreed by both of
the Parties, in respect of each Term Extension.

The Base Fee amount for the Services (i.e., for
the Services provided as of December 31, 2011)
during each Term Extension shall be the [**]
Fees, subject to adjustment, as provided for in
Section 2.3, in respect of the period after
December 31, 2011.

SECTION 2.3 - BASE FEE CHANGE AND M&A
ADJUSTMENTS

(a) The Base Fees for the Services and the
Services shall be subject to adjustment in
accordance with the FARMOSA (for clarity, New
Services and Change Requests will be dealt with
in accordance with the FARMOSA provisions and
may result in adjustment to the Base Fees). The
Base Fees shall not be adjusted, whether by way
of the Change Order Process or otherwise, as a
result of changes to [**]. The Change Order
Process shall not apply to acquisitions or
dispositions (which are subject to Section
2.3(b)). In the event that the provision of
Services which are [**] under the FARMOSA, as
hereby amended, has an [**] ACMS' [**] made to
provide such Services under the FARMOSA the
Parties agree to [**], if any, that is to be
added to the [**] such Services (which [**] is
to be [**] as part of an adjustment to the Base
Fees). In addition to the above and without
derogating from Section 10 below or from the
Change Order Process, the Base Fees [**]
ongoing improvements and efficiencies that ACMS
may implement.

(b) The Parties further acknowledge and agree
that the Base Fees do not reflect any extension
of the Services required as a result of any
future acquisition of any
business/unit/division, or the

extension of the Services to serve additional Affiliates or business units (for example, the operations of [**] in the [**]). The [**] to the Base Fees, if any, required by any such extension shall be [**] by the Parties and shall take into consideration the extent to which such acquisitions [**] any prior or contemporaneous dispositions (without double counting any previously [**]). Notwithstanding the FARMOSA, Bell shall not be [**] the billing services provided to any acquired business to ACMS but may [**] the billing services provided to such acquired business to any other provider.

The Parties acknowledge and agree that the Base Fees do not reflect any [**] of the Services resulting from any future disposition of any business/unit/division to an arm's length third party (i.e., not controlled by the BCH Companies or their Affiliates). The fees to be [**] from the Base Fees, if any, as a result of any such disposition shall be determined [**], taking into consideration among other relevant factors the [**] in the scope and [**] of Services which results from such disposition, and any additional [**] associated with additional business granted to ACMS as a result of any prior or contemporaneous business acquisition.

However, for clarity, [**] shall be made to the Base Fees in respect of reorganizations of the BCH Companies which do not increase or decrease the number of [**] for which ACMS is providing the Services or substantially impact [**] of providing such Services.

SECTION 2.4 - PRINT AND MAIL BECOMES PRINT AND MAIL VENDOR [**]

The Base Fees will [**] any amounts for Print and Mail Services (as that term is defined below) which shall be Print and Mail Vendor [**] to Bell as provided for in Section 3.

SECTION 2.5 - CREDIT POTS TERMINATED AND REFUNDED

ACMS shall have no obligation to provide Bell with credits which correspond to the Ensemble Customization Credit or the Legacy Credit Pot (each as provided for in Sections 9 and 10 of Exhibit B to the FARMOSA) in respect of the Five Year Period, or thereafter, and ACMS shall provide Bell with a refund by no later than [**], by way of cheque for the full amount of any such credits which have accrued in respect of the period up to [**] and are then unused.

SECTION 2.6 - E-BILL AND C-BILL [**] TERMINATED

ACMS shall have no obligation to provide Bell with the Eligible Consolidated Bills [**] or the E-Bill [**] referred to in Annex 1 to Exhibit B to the FARMOSA for the Five Year Period or thereafter. Bell shall, however, be entitled to receive any E-Bill [**] and [**] which have accrued (in accordance with the 2006 Base Fee Agreement) in respect of the period between January 1, 2006 and December 31, 2006. Accordingly, Section 6 of Exhibit B and Annex 1 of Exhibit B are hereby deleted in their entirety as of January 1, 2007.

SECTION 2.7 - [**] TERMINATED

No [**] shall apply to the Base Fees during the Five Year Period or thereafter. From and after January 1, 2007, the [**] provisions under Section [**] of the FARMOSA and the corresponding portions of Section [**] of Exhibit B to the FARMOSA shall not apply to the Base Fees during the Five Year Period or thereafter.

SECTION 2.8 - INVOICING AND PAYMENT

The Parties agree that [**] of the Base Fees, calculated in accordance with this Section 2, shall be payable by Bell for the Services on a [**] basis at the end of each [**] (based on an invoice which is to be provided by ACMS at the beginning of such [**]) during the Term of the FARMOSA as hereby amended. Any adjustments required as a result of changes to the Base Fees (as provided for in this Section 2) shall be made as promptly as reasonably feasible by way of credits or refunds to Bell or additional payments to ACMS, as applicable. This Section amends, from and after January 1, 2007 Section 12.1 of the FARMOSA.

SECTION 2.9 - EXHIBIT B REPLACED

Attached hereto as Annex E is an amended and restated Exhibit B to the FARMOSA which reflects the changes implemented by this Agreement and shall replace the existing Exhibit B to the FARMOSA, as of January 1, 2007, with respect to rights and obligations arising after that date (rights and obligations arising prior to January 1, 2007 shall continue to be governed by the provisions of Exhibit B prior to such amendment and restatement).

3. Print and Mail Vendor [**]

SECTION 3.1 - PRINT AND MAIL VENDOR [**]

ACMS shall, from and after January 1, 2007, charge Bell on [**] for the print and mail services which are listed in Annex A and provided as of the date hereof by the vendors identified in Annex A (the "PERMITTED PRINT AND MAIL VENDORS") as part of the Services and also the similar print and mail services which are to be provided

to [**] (in the event that Bell decides to migrate the billing of the [**] Customers to ACMS as provided for in Section 2.1, above) and the [**] Services (as defined below in Section 7)) (the "PRINT AND MAIL SERVICES"). For clarity, some of the Print and Mail Services are provided by ACMS and any such Print and Mail Services which are provided by ACMS shall be charged [**] only for third party [**]. The Parties agree that in the event that a print and mail service was provided as of the date hereof by a Permitted Print and Mail Vendor but does not appear on the list of Print and Mail Services, if ACMS proves to Bell that such print and mail service was in fact provided by such Permitted Print And Mail Vendor as of the date hereof, then such print and mail service will be included as part of the Print And Mail Services.

ACMS shall consult and coordinate with Bell and shall obtain [**] where required under the subcontracting or other applicable change process provisions of the FARMOSA [**] dated as of December 23, 2005 (the "[**]") prior to the [**] of any Permitted Print and Mail Vendors delivering the Print and Mail Services or any change effected to such Print and Mail Services.

Subject to, and without derogating from, the terms and conditions of the existing contracts listed in Annex A entered into by ACMS with Permitted Print and Mail Vendors as of the date of this Agreement, ACMS and Bell shall work together in good faith and shall make reasonable efforts to ensure that the Print and Mail Services are provided on [**] terms (where the assessment of [**] shall take into account all relevant factors including, without limitation, [**], quality of services etc.). More specifically, ACMS agrees that it shall exercise any [**] rights it has under its agreements with the Permitted Print and Mail Vendors and provide any resulting [**] to Bell hereunder.

ACMS shall, consistent with past practice, facilitate, through a work order or the Change Order Process (in each case signed by both Parties), any Bell requests for changes to the services provided by the Permitted Print and Mail Vendors. ACMS shall obtain Bell's prior written approval of any change to the Services, operations or to the contracts with the Permitted Print and Mail Vendors that could be expected to affect the [**] the quality of the Print and Mail Services.

For clarity, the [**] to be charged by ACMS for the Print and Mail Services are [**] in the Base Fees, shall be charged by ACMS [**] to the Base Fees, and shall equal the [**] (plus and/or including, without duplication, any applicable Transfer Taxes) of such services to ACMS charged by the Permitted Print and Mail Vendors

(the "PRINT AND MAIL VENDOR [**]"). Each invoice issued to ACMS for Print and Mail Services by the Permitted Print and Mail Vendors shall be forwarded to Bell with the ACMS [**] invoices to support the request for payment of the Print and Mail Vendor [**].

The Parties agree that the Print and Mail Vendor [**] shall be payable by Bell at the end of each [**] based on an invoice which is to be provided by ACMS at the beginning of such [**] in accordance with Section 12 of the FARMOSA.

ACMS shall issue to Bell, with the invoice for the Base Fees, an invoice in an amount equal to (a) ACMS' reasonable estimate of the Print and Mail Vendor [**] during such coming [**] (the "ESTIMATED PRINT AND MAIL VENDOR [**]"), increased or decreased, as applicable, (b) by the difference between the actual Print and Mail Vendor [**] for the preceding [**] and the Estimated Print and Mail Vendor [**] that were paid for such preceding [**]. With respect to January 2007, the Estimated Print and Mail Vendor [**] shall be determined by the Parties, acting reasonably, prior to December 1, 2006 and with respect to Canada Post pre-payment such amounts will be invoiced to and paid by Bell during December of the 2006 Year (for clarity, with respect to the Print & Mail Services to be provided during January 2007).

For clarity, upon the termination or expiration of the Term of the FARMOSA as hereby amended, ACMS shall, within [**] days of the end of the Term, perform a final Print and Mail Vendor [**] reconciliation for the last [**] (or partial [**]) of the Term based on [**] Print and Mail Vendor [**] for such [**] (or partial [**]) and ACMS shall issue a refund or invoice to Bell as required as a result of such reconciliation.

For greater certainty, nothing in this Section 3.1 amends or derogates from the rights or obligations of the Parties under the provisions of the [**] Consent or the subcontracting or change process provisions of the FARMOSA.

SECTION 3.2 - ERRORS

Bell and ACMS shall each pay, to the extent of their respective responsibility and accountability, for any Print and Mail Vendor [**] arising from errors relating to the Print and Mail Services. For clarity, ACMS shall be responsible and accountable for Print and Mail Vendor [**] resulting from [**].

4.   Base Fees for 2012   The Parties agree that the [**] fees (the "[**] FEES") for the Services provided as of [**] shall be the [**] of (i) the 2012 [**] (as

defined below) and (ii) the fees determined by a [**] of [**] and performance of the [**] as provided for under Section 9.7 of the FARMOSA and Section 3.2 of Exhibit B to the FARMOSA (as such amount and the Services may have been adjusted, relative to the [**] and the [**], as provided for in Section 2.3, up to [**]).

Notwithstanding anything to the contrary in this Agreement or the FARMOSA, the Parties further agree that in the event that (i) the [**] Fees are [**] then the 2012 [**], and (ii) ACMS delivers a written notice to Bell (within [**] days of receipt by ACMS of the report of the [**] as provided for under Section 9.7 of the FARMOSA and Section 3.2 of Exhibit B to the FARMOSA, or by January 31, 2012 where the [**] report is delivered [**]) that the [**] Fees are not [**] to ACMS for the Term Extensions, then the FARMOSA and the provision of all Services thereunder shall terminate (the "ACMS [**] TERMINATION") as of December 31, 2012. For clarity, Bell shall have no obligation to pay [**] to ACMS in connection with an ACMS [**] Termination, except any termination fee provided for in Section 14(c).

The Base Fees for period from January 1, 2012 to December 31, 2012 (the "2012 YEAR") and any Term Extension for the Services provided as of December 31, 2011 shall be the [**] Fees. The Base Fees and the Services shall be subject to adjustment, as provided for in Section 2.3, in respect of the period after December 31, 2011.

Accordingly Section 9.7 of the FARMOSA is hereby, effective from and after January 1, 2007, replaced by the following:

"[**]. The parties recognize and agree that a [**] of [**] of the Services then provided hereunder (the "[**] SERVICES") shall be conducted by an [**] during the [**] year of the Term, in accordance with Section 3.2 of Exhibit B to establish, the [**] for the [**] year of the Term."

For clarity, Section 3.2 of Exhibit B to the FARMOSA is hereby amended as set forth in the Amended and Restated Exhibit B attached hereto as Annex E.

"2012 [**]" shall mean the [**] (as they may have been adjusted to reflect any changes made pursuant to Section 2.3 up to December 31, 2011, but not including any [**] provided pursuant to Section 2.2), and including the component of the Base Fees relating to [**] (in the event that Bell decides to migrate the billing of the [**] Customers onto the [**] system operated by ACMS as provided for in Section 2.1, above).

The Base Fees for the 2012 Year and any Term Extension shall be invoiced as provided for in Section 2.8.

5. SR&ED Tax Credits

The BCH Companies are entitled to receive payments related to the SR&ED tax credits arising from the development work performed by ACMS or its corporate predecessor Certen Inc. under the FARMOSA and MLSA. ACMS is entitled under Section 22.1e of the MLSA and Section 3.3 of Exhibit B of the FARMOSA to receive from Bell, as additional payments, a portion of such SR&ED tax credits (the "ACMS ADDITIONAL PAYMENTS"). ACMS hereby [**] of Bell all of [**] in any ACMS Additional Payments accruing to ACMS on and after [**].

If ACMS fails to provide the assistance it is required to provide under Section 22.7i of the MLSA and Section 11.1 of the FARMOSA within [**], (instead of the [**] provided in Section 22.7i of the MLSA and Section 11.1 of the FARMOSA) not due to factors/reasons beyond ACMS' reasonable control, of the applicable calendar quarter, ACMS shall have [**] from its receipt of written notice from Bell to remedy such failure. If ACMS has failed to provide the required assistance by the end of such [**] period, ACMS shall, for each further [**] period that it has not provided the required assistance, pay Bell, [**] at the end of each such [**] period (i.e. the first [**] would be made [**] after Bell had provided its notice to ACMS).

6. Additional Project Work

Bell shall [**], during the remaining months of the [**] Year or the [**] Year, ACMS to provide services in respect of additional projects (the "ADDITIONAL PROJECTS") (in addition to the current scope of work being performed by ACMS for Bell) having a value of approximately $[**] ("$[**] COMMITMENT"). Bell expects that most of the Additional Projects will be performed during the remaining months of the [**] Year or the [**] Year.

The following framework shall apply to the identification and performance of the Additional Projects:

(a) The Additional Projects shall not be in ACMS' [**] (for example, the [**] project and the [**] (if ordered) are both within ACMS' [**]), meaning that such work is not within the [**] the [**] being done by ACMS for Bell and is work which Bell would otherwise likely have taken to [**](for example, projects relating to or enabled [**]).

(b) Bell will identify, during the remaining months of the [**] Year and/or the [**] Year, prospective Additional Projects expected to have a value of approximately $[**], which Additional Projects

shall include the [**] in the event Bell makes
the determination to proceed with such project.

(c) ACMS will provide Bell within a reasonable
time [**] for Additional Projects Bell has
identified to ACMS and will specify the impact,
if any, of the Additional Projects on the
ongoing operational [**].

(d) If ACMS' proposal for an Additional Project
is [**] for the equivalent products and
services received by Bell and the impact of the
Additional Project on the [**] is [**] to Bell,
Bell shall retain ACMS to provide the
Additional Project and such Additional Project
shall [**].

(e) If at the end of the [**] Year, Bell has
not fulfilled the $[**] Commitment, it shall
identify, during the [**] Year up to [**],
prospective Additional Projects [**], and the
process in (c) and (d) shall be repeated prior
to [**].

(f) If Bell has not contractually committed to
Additional Projects relating to the $[**]
Commitment by [**], it shall pay ACMS on [**]
of the Additional Projects already
contractually committed to ACMS.

7.   Bell [**]   The term of the term sheet (the "[**] TERM
                             SHEET") dated [**] between ACMS and [**] shall
                             be extended for the duration of the FARMOSA as
                             hereby amended and from and after January 1,
                             2007 the [**] Services (as defined in the [**]
                             Term Sheet) shall be extended to include
                             stand-alone Bell [**] bills (collectively from
                             January 1, 2007, the "[**] SERVICES") and shall
                             be deemed to be included in the Services (under
                             the FARMOSA as hereby amended) as if such [**]
                             Term Sheet (as amended hereby) was an
                             additional Exhibit to the FARMOSA and the [**]
                             for the provision of such [**] Services shall
                             be [**] in the Base Fees payable as set forth
                             in Section 2 hereof.

                             Bell hereby confirms that it has the authority
                             to represent and bind [**] for purposes of this
                             Agreement and shall make, on behalf of [**],
                             any payments required to be made hereunder in
                             respect of services provided hereunder to [**].

                             For clarity, the Parties expect that no
                             separate Definitive Agreement (as defined in
                             the [**] Term Sheet) will be entered into in
                             respect of the [**] Services.

8.   India Cost Savings   Bell hereby irrevocably approves the
     Initiative   implementation of the off-shoring to India in
                             accordance with and subject to Annex B (the

"INDIA MIGRATION").

Each Party [**] in the implementation of the
India Migration, provided that ACMS shall [**]
arising in connection with the implementation.

9.   Efficiency Initiatives   SECTION 9.1

Bell hereby approves the implementation of the
decommissioning of the [**] function and the
decommissioning of the [**] system, in each
case in accordance with the change
documentation attached as part of Annex C
hereto provided to and approved by Bell. Bell
acknowledges that the expected savings
resulting from the implementation of the
foregoing two initiatives is reflected in the
Base Fees set forth in this Agreement and that
Bell shall not be entitled to any further
discounts or reductions in connection
therewith.

SECTION 9.2

With respect to the initiatives detailed in
Annex C attached hereto (collectively with the
initiatives detailed in Section 9.1 above, the
"INITIATIVES"):

(a) Bell hereby approves the implementation of
the following Initiatives (i) the [**]; and
(ii) [**], in each case as set out in the
change documents attached as part of Annex C
hereto and shall cooperate on a commercially
reasonable basis (meaning that Bell will take
the actions listed under the heading "Support
Required from Bell" in the change documents in
Annex C) with ACMS in effecting such
implementation.

(b) With respect to the [**] the Parties agree
that in the event that such Initiative is not
"in production" by [**], then for any period
following such date and until the "production
date" Bell shall reimburse ACMS [**] for the
continuing operation of the [**] system during
the period from [**] until the "production
date" for such Initiative.

(c) Unless otherwise agreed to by the Parties
in the applicable change documentation, each
Party [**] (including [**] that are the
responsibility of such Party) incurred in the
implementation of the Initiatives and for any
activities assigned to it in connection
therewith as such obligations may be further
described in any applicable detailed roles and
responsibilities tables prepared by the
Parties.

10. Joint Initiative Process   The Parties acknowledge that this Agreement
                                represents a firm agreement in respect of the
                                Base Fees for the Five Year Period and that the
                                Base Fees shall not be subject to further
                                adjustment in respect of the India Migration or
                                [**].

                                Following the execution of this Agreement by
                                the Parties, the Parties agree to work
                                diligently with the aim of implementing an
                                agreed joint initiative process, the purpose of
                                which will be to jointly identify joint changes
                                and projects, which if agreed by both Parties,
                                will provide [**] and, unless otherwise agreed
                                on a case by case basis, to [**] any ACMS'
                                [**].

11. Continuing Services to   ACMS acknowledges that [**] acquired the [**]
    Bell [**] and New   and agrees that [**] shall be entitled to
    Services for [**]   continue to receive the Services under the
                                FARMOSA as hereby amended in respect of the
                                [**] as part of the Services provided in
                                consideration for the Base Fees, but that [**]
                                shall not, unless otherwise agreed in writing
                                by the Parties, be entitled to receive Services
                                [**] which the [**] was receiving under the
                                FARMOSA prior to July 7, 2006 except in respect
                                of the growth of the [**]. The Services to be
                                provided for the [**] Wireline Business shall
                                be substantially the same as those which ACMS
                                was providing for the [**] prior to [**]. For
                                clarity, [**] shall not, unless otherwise
                                agreed in writing by the Parties, be entitled
                                to receive the Services in consideration for
                                the Base Fees in respect of any existing or
                                future customer of [**] which is not [**].
                                (Bell is, on behalf of [**], to continue to
                                deal with ACMS with respect to the provision
                                and payment for such Services.)

                                Bell hereby confirms that it has the authority
                                to represent and to make, on behalf of [**],
                                any payments required to be made hereunder in
                                respect of services provided hereunder to [**].
                                ACMS agrees that Bell may disclose, subject to
                                reasonable confidentiality protections, the
                                FARMOSA, as hereby amended, to [**] for
                                purposes of this Section 11.

                                Bell also agrees to cause [**] to undertake to
                                comply with the provisions of the FARMOSA, as
                                hereby amended, which would have been
                                applicable to Bell in respect of the [**] (if
                                Bell had continued [**]) until [**] and to
                                provide ACMS with no less than [**] (which may
                                not be given with an effective date prior to
                                [**]) of any [**] decision to [**] the
                                provision of the Services under the FARMOSA
                                (any such [**] shall be deemed a [**] of such
                                business at the time of such [**]).

                                ACMS also agrees to provide Services with
                                respect to the [**] Customers on the terms set
                                out in Section 2.1 hereof in consideration for
                                the additional Base Fees set forth in Section
                                2.1

(in the event that Bell decides to migrate the billing of the [**] Customers onto the [**] system operated by ACMS as provided for in Section 2.1, above). For clarity, in the event that Bell does not decide to migrate the billing of the [**] Customers onto the [**] system operated by ACMS within the period provided for in Section 2.1 above, unless otherwise agreed in writing by the Parties, then the BCH Companies shall not be entitled to receive, and ACMS shall not be obligated to deliver, the Services in consideration for the Base Fees to the [**] Customers or other customers of the BCH Companies in the [**]. In the event Bell decides to migrate the billing of the [**] Customers onto the [**] system operated by ACMS as provided for in Section 2.1, above, then [**] shall be bound by the same [**] under the FARMOSA that apply to [**].

12. Service Levels

The service level provisions of the FARMOSA, including Exhibits C-1 and C-2 are hereby replaced and superceded by the service level regime provided for in Annex D hereto, effective from and after [**].

The Parties acknowledge the importance to Bell of ensuring that the [**] used in the provision of the Services is provided on time, and on budget, and meets the standards of quality necessary to ensure that such [**] can be put into [**] in compliance with the performance specifications of such [**] without adversely affecting the businesses of the BCH Companies. To achieve the foregoing objectives, the Parties agree to work diligently and in good faith to develop and implement, by no later than [**], a reasonable agreed service level regime applicable to the [**] by ACMS and its Affiliates.

13. Key Personnel

The Parties acknowledge the importance to Bell of ensuring that there is continuity and commitment of the key ACMS personnel engaged in performing projects and delivering the Services. To achieve the foregoing objective, the Parties agree to work diligently and in good faith to develop and implement, by no later than [**], as Annex F to this Agreement whereby ACMS will use its reasonable efforts to ensure that the agreed upon key personnel (as defined by a list of key ACMS personnel) shall [**] and that [**] shall have a reasonable sufficient overlap with [**] to ensure that there is effective knowledge transfer.

14. Termination For Convenience

(a) No Termination for Convenience in [**]. Notwithstanding any provision to the contrary contained in the FARMOSA or the ACMS Bell Canada Agreement for Base Fees for 2005/2006 Under the FARMOSA dated December 23, 2005 (the "2006 BASE FEE AGREEMENT"), Bell agrees that it will not give and will not be entitled to give, notice of termination for convenience pursuant to Section 21.1 of the FARMOSA (for clarity, the notice itself may

not be given during such period) during the period from [**] to [**].

(b) Amendment to Termination Charge Table. Without derogation from the provisions of Section 14(a) above, the termination charge table in Section 21.1 of the FARMOSA is hereby replaced in its entirety by the following table:

YEAR IN WHICH NOTICE OF TERMINATION FOR CONVENIENCE IS GIVEN BY BELL	TERMINATION CHARGE
1	$[**]
2	$[**]
3	$[**]
4	$[**]
5	$[**]
6	[**]
7	[**]
Notice delivered during Calendar Year 2008	$[**]
Notice delivered during Calendar Year 2009	$[**]
Notice delivered during Calendar Year 2010	$[**]
Notice delivered during Calendar Year 2011	$[**] on the first month of the 2011 Year and decreasing monthly, until the end of this 2011 Year, in CA$[**] increments.

(c) If the Term of the FARMOSA as hereby amended is extended for one or more Term Extensions pursuant to Section 2.2 above, and Bell terminates the FARMOSA as hereby amended for convenience prior to the expiry of such Term Extensions or ACMS terminates the FARMOSA under the ACMS [**] Termination, then Bell shall be required to pay, at the time of termination, a termination charge (in addition to any amount payable pursuant to the table in Section 14(b) above) equal to the portion of the Base Fee [**] provided to Bell in respect of the portion of the Term Extension which has not yet expired at the time of the termination date. For example, if: (i) Bell provided ACMS notice of a Term Extension during the 2008 Year; (ii) ACMS provided Bell with a Base Fee [**] of $[**] in 2009; and (iii) Bell gave notice in June 2012, that the FARMOSA would terminate at the beginning of July 2013 (half way through the Term Extension), then Bell would

pay ACMS $[**] at the time of termination (the portion of the Base Fee [**] which corresponded to the portion of the Term Extension falling after the termination date and representing [**]% of the relevant [**]). Also for example, if (i) Bell provided ACMS with notice of all three Term Extensions (i.e. extending the term to December 31, 2015), (ii) ACMS has provided Bell with aggregate Base Fee [**] of $[**] ($[**] for each Term Extension), and (iii) the FARMOSA is terminated under the ACMS [**] Termination as of December 31, 2012 in accordance with Section 4 above, then on December 31, 2012, Bell shall pay ACMS the sum of $[**] (i.e. $[**] for each of the years [**] for which the FARMOSA was terminated). The Parties agree that the termination charge in this Section 14(c) is a genuine pre-estimate of damages and does not constitute a penalty. The termination charge is to be paid without deduction or set off on account of mitigation. ACMS is under no obligation to mitigate damages represented by the termination charge. This provision shall not derogate from ACMS's obligation to [**], as set forth in Section 21.1 of the FARMOSA.

(d) Notice delivered during Calendar Year 2011: for example, in case a notice is delivered at March 1, 2011- the termination charges to be paid shall be $[**].

(e) Except as specifically set forth in this Section 14, above, Section 21 of the FARMOSA shall remain unchanged.

15. [**] Audit Reports

Bell shall have the right to receive [**] audit reports prepared in accordance with this Section 15.

(a) ACMS shall for each year of the Term engage a mutually agreeable auditor (one of the big four firms) to provide Bell, at Bell's [**]: (i) by no later than April 30 of each calendar year (starting with April 30, 2007) with an [**] audit report that pertains to [**] with respect to the Services during the six month period ending on March 31 of that calendar year; and (ii) by no later than November 1 of each calendar year (starting with November 1, 2007) with a [**] audit report that pertains to [**] with respect to the Services during the preceding 12 months ending September 30. In connection with the preparation of the foregoing audits, ACMS will provide the [**] auditors (subject to customary non-disclosure undertakings) with full and timely cooperation, support and documentation to permit their work to be completed in an efficient and timely manner; provided, however, that if ACMS is requested to provide assistance to an extent which is not reasonable or standard as part of the Audit Plan and the [**] audit, taken together, ACMS shall so advise Bell and Bell shall have the option of reducing such assistance to a reasonable level which is mutually

acceptable to the Parties or of paying ACMS on a time and materials basis for such additional efforts. For clarity, the scope of the [**] report shall not include the [**].

(b) In the event either such audit report (i.e. the April 30 or the November 1 report) mentioned above identifies any deficiencies, ACMS shall use reasonable best efforts to rectify such deficiencies by no later than [**] days after the date of delivery to ACMS of such audit report or such later date as may be reasonably required by ACMS, using reasonable best efforts, to rectify such deficiencies, provided that a detailed program for the prompt remediation (using reasonable best efforts) of any deficiencies which cannot despite using reasonable best efforts be rectified within [**] days of delivery of such audit report shall be prepared and delivered to Bell within [**] days of delivery of such audit report. In addition, ACMS shall, without limiting its obligation to rectify the deficiency, [**] within [**] days of delivery of such audit report to [**] any deficiencies which then remain unrectified. Without limiting the foregoing, in order to assist with the timely resolution of deficiencies, ACMS shall, in good faith, notify Bell of and make reasonable efforts to rectify any deficiencies of which ACMS [**] of between [**] audit reports that would reasonably be expected to be identified in the next [**] audit; provided that (i) the timeframe for rectifying such deficiencies shall be as set forth above (with the [**] day period beginning on the date ACMS becomes [**] of the deficiency), and (ii) nothing in this Section makes ACMS liable for failing to identify by itself any deficiencies which later appear in the [**] audit report.

(c) In the event that a November 1 audit report mentioned above identifies a Material Deficiency (as defined below) relating to the performance of ACMS' [**] with respect to the Services and ACMS has failed to rectify the deficiency or to [**] such that the Material Deficiency continues for more than [**] days after delivery to ACMS and Bell of the November 1 audit report and a written notification from Bell identifying such Material Deficiency, then, except as provided for under paragraph (f) below, Bell shall have the right, by written notice to ACMS, delivered within 30 days of the expiration of such [**] day period (provided that the underlying deficiency has not been rectified or that the Material Deficiency has not been removed prior to such notice being delivered), to terminate (the "BELL MATERIAL DEFICIENCY TERMINATION RIGHT") the FARMOSA effective as of the date specified in the notice (which termination date shall not be more than 12 months after the date of such notice). For clarity, Bell shall have no obligation to comply with the dispute resolution process in Section 18 of the FARMOSA prior to terminating the FARMOSA

under the Bell Material Deficiency Termination Right, nor shall Bell have any obligation to pay any termination charges where the failure to rectify or sufficiently compensate for the deficiency is the fault of ACMS, provided that any Dispute as to the fault of ACMS and whether such termination was a termination for convenience for which termination charges are payable or a termination for material breach shall be resolved pursuant to Section 18 of the FARMOSA either prior to or after termination.

"MATERIAL DEFICIENCY" in this Section shall mean: a material deficiency identified in the applicable November 1 report by the auditor preparing the applicable November 1 [**] report which results in a [**] (as defined under [**]) that is by itself either (1) required to be publicly disclosed by Bell Canada or BCE Inc. indicating that as a result of the deficiency, it is reasonably possible or probable that a material misstatement in the annual financial statements would not be prevented or detected, or (2) prevents the disclosure of such financial statements that are required to be publicly disclosed.

(d) ACMS shall [**] of rectifying any deficiencies identified in either such audit report (i.e. the April 30 or the November 1 report) mentioned above to the extent such deficiencies relate to the performance of ACMS' [**] with respect to the Services, except that Bell shall be responsible for the reasonable [**] incurred by ACMS in rectifying any deficiencies resulting from a change (a "[**] CHANGE"), following the date of execution of this Agreement, in the [**]audit requirements or in any law, regulations, SEC rules, PCAOB standards, industry standards, or other audit rules or standards, which imposes new or amended obligations on Bell (and causes new audit or audit deficiencies to arise or requires new rectifying measures to be implemented despite the compliance by ACMS with any laws or regulations directly applicable to ACMS in the conduct of its business regardless of whether ACMS is providing services to Bell).

The Parties agree that in the event of any [**] Change, the timeline for correcting deficiencies, new audit or audit deficiencies, or implementing new rectifying measures resulting from such [**] Change will be (i) if any binding timeline is provided for in any binding legislation or binding regulation existing under binding legislation, [**], and (ii) in case no such binding timeline is specified in any such binding legislation or regulation, as will be negotiated in good faith between the Parties following such [**] Change coming into effect.

(e) In the event of a notice from ACMS to Bell of a dispute in

good faith with respect to who should [**] of a rectification of any deficiencies in accordance with paragraph (d) above and/or what should be the necessary related timeline for such rectifications in accordance with paragraph (b) or (d) above, then Bell shall promptly bear [**] rectifying any such deficiencies in dispute within the timeline determined by Bell; provided, however, that following such prompt payment by Bell, Bell may use the dispute resolution process (including arbitration) set forth in Section 18 of the FARMOSA to resolve the dispute and ACMS' accountability for [**] by Bell.

(f) The Parties agree that the Bell Material Deficiency Termination Right shall not apply: (i) if it is not feasible (through no fault of ACMS) despite ACMS using all of its reasonable best efforts to rectify the underlying deficiency or remove the Material Deficiency within [**] days from the delivery of the audit report to ACMS, provided that ACMS shall continue to use all best efforts for a further [**] day period to rectify the underlying deficiency or remove the Material Deficiency, after which time Bell shall have the right to exercise the Bell Material Deficiency Termination Right in accordance with paragraph (c) above within 30 days of the expiration of such further [**] day period where the deficiency remains unrectified or the Material Deficiency has not been removed at the time Bell delivers notice of such termination; (ii) where ACMS has disputed the [**] and/or the timeline of rectification of the underlying deficiency or removal of the Material Deficiency in accordance with paragraph (e) above and Bell has refused to promptly [**] of rectifying or removing such deficiency; or (iii) in the event Bell is able, by implementing reasonable means, [**] within Bell, [**] to Bell (or where ACMS agrees to [**]), to rectify such deficiency or remove such Material Deficiency identified by the auditor within [**] days from the delivery of the audit report to ACMS and fails to do so.

(g) The [**] Bell of any additional [**] compliance [**] from the addition of any New Services or Change Requests that are to be implemented shall be dealt with in ACMS' Change Proposal.

(h) As used in this Section 15, all references to [**] include the [**] audit report as it may be amended from time to time, provided that any such amendment shall be treated as a [**] Change under paragraph (d) above.

16. Visit to Israel   Upon execution of this Agreement by the Parties, the Chief Executive Officer of Bell will send a mutually agreeable e-mail to all Bell and Amdocs employees, describing this Agreement and the extended relationship between the Parties contemplated hereby.

Bell will use commercially reasonable efforts to encourage the Chief Executive Officer to schedule a visit to Amdocs and its Israel head office within a reasonable time period after execution of this Agreement.

17. Public Announcements   Upon signing of this Agreement the Parties will issue a joint press release, agreed by both of the Parties, announcing the extension of the relationships. Each Party shall consult, co-operate and co-ordinate with the other before issuing any press release or making any other public announcement with respect to this Agreement or the transactions contemplated hereby, and neither Party shall issue any such press release or make any such public announcement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, that either Party may, without such consent, make such disclosure if the same is required by applicable law, any stock exchange on which any of the securities of such Party or any of its Affiliates are listed or posted for trading, or any securities commission or other similar regulatory authority having jurisdiction over such Party or any of its Affiliates, and if such disclosure is required, the Party making the disclosure shall use all commercially reasonable efforts to give prior oral or written notice to the other Party, and if such prior notice is not possible, to give such notice immediately following the making of such disclosure.

18.

GENERAL PROVISIONS

19. Binding Effect. This Agreement is a binding agreement between the Parties which amends the FARMOSA and the MLSA as herein provided.

20. Definitions. For purposes of this Agreement, the following terms shall have the meaning set forth below:

(a) Unless otherwise expressly defined in this Agreement, all capitalized terms used herein shall have the meaning ascribed thereto in the Further Amended and Restated Master Outsourcing Services Agreement, entered into between Bell and Certen Inc. (a predecessor of Amdocs Canadian Managed Services Inc. ("ACMS")), dated as of July 1, 2003 (as amended by the 2006 Base Fee Agreement, the "FARMOSA").

(b) All references in the FARMOSA and the MLSA to "CERTEN INC." shall be read and construed as references to Certen Inc. or its successor ACMS, as the context may require.

(c) All references in the FARMOSA and the MLSA to "[**]" shall be read and construed as references to "[**]" for the Services or to "[**]" as the context may require; and all references in the FARMOSA and the MLSA to "[**]" (not as

part of the definition or phrase "[**]") shall be read and construed as references to "[**]" or to "[**]" as the context may require.

(d) "2006 BASE FEE AGREEMENT" has the meaning ascribed thereto in Section 14(a) hereof.

(e) "2007 YEAR" has the meaning ascribed thereto in Section 2.1(a)iii hereof.

(f) "2008 YEAR" has the meaning ascribed thereto in Section 2.1(a)iv hereof.

(g) "2009 YEAR" has the meaning ascribed thereto in Section 2.1(a)iv hereof.

(h) "2010 YEAR" has the meaning ascribed thereto in Section 2.1(a)iv hereof.

(i) "2011 YEAR" has the meaning ascribed thereto in Section 2.1(a)v hereof.

(j) "2012 YEAR" has the meaning ascribed thereto in Section 4 hereof.

(k) "2012 [**]" has the meaning ascribed thereto in Section 4 hereof.

(l) "$[**] COMMITMENT" has the meaning ascribed thereto in Section 6 hereof.

(m) "ACMS ADDITIONAL PAYMENTS" has the meaning ascribed thereto in Section 5 hereof.

(n) "ADDITIONAL PROJECTS" has the meaning ascribed thereto in Section 6 hereof.

(o) "ACMS [**] TERMINATION" has the meaning ascribed thereto in Section 4 hereof.

(p) "[**]" has the meaning ascribed thereto in Section 9.2(a) hereof.

(q) "AGREEMENT" refers to this Agreement, including the Annexes hereto.

(r) "[**]" refers to the division of Bell which [**], which was acquired by Bell Canada [**].

(s) "[**] CUSTOMERS" has the meaning ascribed thereto in Section 2.1 hereof.

(t) "BCH COMPANIES" means, individually and collectively, Bell, Bell Mobility, Bell [**] (with respect to the [**] Services), and [**] (in the event that Bell decides to migrate the billing of the [**] Customers to the [**] system operated by ACMS as provided for in Section 2.1, below).

(u) "[**]" refers to [**], a limited partnership which is owned by [**], indirectly controlled by BCE Inc. and affiliated with Bell.

(v) "[**]" refers to the division of [**] which carries on the [**], which was [**].

(w) "[**]" has the meaning ascribed thereto in Section 7 hereof.

(x) "[**] FEES" has the meaning ascribed thereto in Section 4 hereof.

(y) "[**]" has the meaning ascribed thereto in Section 3.1 hereof.

(z) "ESTIMATED PRINT AND MAIL VENDOR [**]" has the meaning ascribed thereto in Section 3.1 hereof.

(aa) "[**] SERVICES" has the meaning ascribed thereto in Section 7 hereof.

(bb) "[**] TERM SHEET" has the meaning ascribed thereto in Section 7 hereof.

(cc) "FIVE YEAR PERIOD" has the meaning ascribed thereto in Section 2 hereof.

(dd) "INDIA MIGRATION" has the meaning ascribed thereto in Section 8 hereof.

(ee) "INITIATIVES" has the meaning ascribed thereto in Section 9.2 hereof.

(ff) "[**]" has the meaning ascribed thereto in Section 9.2(a) hereof.

(gg) "MLSA" refers to the Master License and Services Agreement entered into between Bell, Certen Inc. and Amdocs Limited, dated as of July 1, 2003 (as amended from time to time).

(hh) "PERMITTED PRINT AND MAIL VENDORS" has the meaning ascribed thereto in Section 3.1 hereof.

(ii) "PRINT AND MAIL SERVICES" has the meaning ascribed thereto in Section 3.1 hereof.

(jj) "PRINT AND MAIL VENDOR [**]" has the meaning ascribed thereto in Section 3.1 hereof.

(kk) "PROCESSED" means, for purposes of Section 2.1, the performance of Services up to but not including the performance of the Print and Mail Services.

(ll) "TERM EXTENSION" has the meaning ascribed thereto in Section 2.2 hereof.

21. Currency. Unless otherwise expressly stated, all dollar amounts set forth herein are in Canadian Dollars.

22. Conflict. With respect to the subject matter hereof, in the event of a conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the FARMOSA or the MLSA, the terms and conditions of this Agreement shall prevail. For avoidance of doubt, any dispute with respect to any such conflict or inconsistency will be resolved in accordance with the Dispute Resolution mechanism set out in the FARMOSA.

23. FARMOSA and MLSA Unchanged. All provisions of the FARMOSA and MLSA, including all Exhibits thereto, that are not amended, modified or suspended by this Agreement, shall continue to be in force and effect in the form they existed prior to execution of this Agreement. For clarity, this binding Agreement is a further amendment to the FARMOSA and MLSA and, except as specifically amended hereby, the terms of the FARMOSA and MLSA (such as, but not limited to, indemnity, dispute resolution, set-off,

confidentiality, limitation of liability, assignment, taxes, currency, etc.) apply mutatis mutandis to this Agreement.

24. Entire Agreement. This Agreement, including the Annexes attached hereto, together with the FARMOSA (including the 2006 Base Fee Agreement) and the MLSA, as amended hereby, constitute the entire agreement between the Parties with respect to the subject matter hereof and will not be modified except by a writing signed by the Parties. The provisions of this Agreement supersede all prior or contemporaneous oral agreements, understandings, discussions and communications between the Parties with respect to the subject matter hereof.

25. Severability. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this entire Agreement, but rather such provision shall be modified or severed (as the case may be) so as to maintain to the maximum extent possible the benefits of the Parties hereunder and the remaining provisions of this Agreement shall be unaffected thereby.

26. Waiver. No indulgence or forbearance by either Party hereunder shall be deemed to constitute a waiver of its right to insist on performance in full and in a timely manner of all terms, covenants or conditions of the other Party hereunder and any such waiver, in order to be binding upon a Party, must be express and in writing and signed by such Party and then such waiver shall be effective only in the specific instance and for the purpose for which it was given.

27. Counterparts. This Agreement may be executed in two or more counterparts (including counterparts delivered by facsimile), each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, ACMS and Bell have executed this Agreement as of the date first set forth above.

AMDOCS CANADIAN MANAGED SERVICES INC.

Per: /s/ Derek Rickaby

Name: Derek Rickaby

Title: VP Client Business Executive

BELL CANADA

Per: /s/ Greg Kowal

Name: Greg Kowal

Title: SVP Enterprise System Billing &
Infrastructure

Per: /s/ Tony Staffiesi

Name: Tony Staffiesi

Title: SVP Finance

                    AMENDED AND RESTATED EXHIBIT B
                              FEES

TABLE OF CONTENTS

1.   [INTENTIONALLY DELETED]

2.   DEFINITIONS

2.1 Unless otherwise defined herein, capitalized terms used in this Exhibit
     shall have the meaning ascribed to them in the Agreement.

     "2007 AMENDING AGREEMENT" means the Agreement Amending the FARMOSA and MLSA
     between the Parties dated October 5, 2006.

     "AGREEMENT" means the FARMOSA, as defined in and amended by the 2007
     Amending Agreement.

     "BASE FEES" means the fees payable to ACMS in respect of the provision of
     the Services, determined as set forth in the 2007 Amending Agreement.

     "ENVELOPE PARAMETERS" means the service factors and quantitative
     measurements that define the boundaries of the In-Scope Operations, as of
     the Effective Date, as described in Exhibit A.

     "OUT-OF-SCOPE OPERATIONS" means all functions and responsibilities that are
     not included within the scope of Exhibit A, and which are subject to the
     Change Order Process.

2.2 Unless stated otherwise in this Exhibit B or otherwise specifically agreed
     to by the Parties, all fees and other prices stated in this Exhibit B
     (except for [**]) shall be stated in values of the 2001 Operational Year
     and shall be indexed for [**] at the beginning of [**] using the fee
     adjustment mechanism set forth in Section 10.3 of the Agreement (applied to
     the fees and other prices charged during the previous Operational Year).

3.   BASE FEES AND ONE TIME FEES

3.1 [Intentionally Deleted]

3.2 BASE FEES FOR 2012.

     The Parties recognize and agree that [**] of the Base Fees shall [**]
     during the 2011 Year to establish the Base Fees as per the 2007 Amending
     Agreement for the 2012 Year (the [**]"). The [**] shall be conducted in
     accordance with the following:

          (i)   It is the Parties' intention that the [**] be conducted by an
                [**] (the "[**]") selected jointly by the Parties no later than
                [**]. However, in the event that the Parties are unable to agree
                with respect to the identity of the [**], after escalation of
                this matter to their respective Executive Primes, then Bell
                shall, after consultation with ACMS, select the[**] from the list
                of organizations attached to the Agreement as Exhibit Y (the
                Parties agree

to complete Exhibit Y by no later than December 5, 2006 with a list of [**] such as, for example only, [**]) provided that, at the time of selection, the [**] shall: (x) be [**] of the Parties, (y) appropriately qualified, and (z) not be a [**] Amdocs or ACMS or any of their respective Affiliates. All of the fees and expenses of the [**] will be paid by the BCH Companies, as to [**] thereof, and by ACMS, as [**] thereof. ACMS will provide reasonable access and cooperation to the [**] during the [**] at ACMS's cost and expense and shall have reasonable opportunities to provide submissions to the [**] with respect to the Services.

(ii) In conducting the [**], the [**] will obtain and examine information relating to [**] the performance of Services similar in scope, nature, complexity, volume and type, and having service levels similar to those provided with respect to the Billing Operations Services and the Customer Care Operations Services, provided on an outsourced basis in Canada and the United States by a well managed information technology service provider. The [**] will also consider, as part of its examination the unique environment and conditions under which the Services are provided. The [**] will collect information concerning the outsourcing of services which are of a similar nature (including service level commitments), type and aggregate volume to the Billing Operations Services and the Customer Care Operations Services then being provided by ACMS hereunder from credible, well managed information technology service providers for the provision of services similar to such Services in order to establish meaningful [**].

(iii) In reviewing the aggregate [**] will be entitled to make whatever equitable adjustments it determines to be necessary or desirable (e.g., adjustments to reflect differences in the cost of providing services [**]). Upon making such adjustments, the [**] for each of the [**] will be aggregated and then averaged to provide the [**] for the Base Fees. The results of the review conducted by the [**] shall be set out in a formal report to be delivered to Bell and ACMS no later than [**].

(iv) ACMS shall be provided a period of [**] Business Days (or such longer period as may be agreed to by the Parties taking into account the nature of the findings) to review and respond to the findings of the [**] conducting the [**].

(v) If ACMS disagrees with the findings of the [**], the dispute will be referred to internal dispute resolution pursuant to Section 18.1 of the Agreement (but not pursuant to Section 18.2). If the Parties agree, as a result of such internal dispute resolution process, to make a change to the [**] then such change will be reflected in the [**] and the findings of the [**] will be amended to reflect any changes agreed to by Bell and ACMS.

          (vi) The [**] shall then be employed to [**] in accordance with the
              2007 Amending Agreement.

3.3 [Intentionally Deleted]

4.   COMPENSATION FOR EXCEEDING ENVELOPE PARAMETERS (SCOPE OF SERVICES)

4.1 ENVELOPE PARAMETERS.

    Subject to the provisions of this Exhibit B and the 2007 Amending
    Agreement, the Base Fees will be in effect, along with all other terms and
    conditions of the Agreement, for the entire duration of the Agreement, for
    the services and quantifiers of the Envelope Parameters, as described in
    Exhibit A. In the event of a net increase in the cost incurred by ACMS in
    providing the Services to any of the BCH Companies, caused as a result of a
    Deviation (as defined in Exhibit A) in the Envelope Parameters, [**]
    ("MATERIAL COST INCREASE"), the Parties [**] an appropriate remedial
    measures or a compensation mechanism reflective of such Deviation, to be
    promptly paid by the BCH Companies to ACMS for any such increase in cost.
    This procedure shall be undertaken [**].

5.   [INTENTIONALLY DELETED]

6.   [INTENTIONALLY DELETED]

7.   ADJUSTMENT OF RATES .

    Unless otherwise agreed by the Parties, the time and material rates shall
    be subject to indexation based on the index of [**] as published by the
    Bureau of Labour Statistics, U.S. Department of Labour, in accordance with
    Section 22.6 of the Master License and Services Agreement.

8.   TIME AND MATERIALS RATES

    The following provisions will apply to Projects:

8.1 HOURLY RATES FOR NON-ENSEMBLE SYSTEMS PROJECTS.

    For Development Support Services, other than those performed with respect
    to Ensemble or IAF Systems or included in the Base Fees (if any), the rate
    to be charged to the BCH Companies for Services provided by ACMS is CA$[**]
    per hour. All Development

Work and related services (other than Development Support Services for
Legacy Systems), including Development Work which is funded hereunder (if
any), will be performed under the Master License and Services Agreement

8.2 SUBCONTRACTORS' HR FEES

In the event that ACMS employs independent contractors or subcontractors
for [**] Operations, the fees of such external resources will be determined
based on [**].

8.3 OTHER FEES AND EXPENSES

8.3.1 Per-diem and Travel Expenses.

ACMS will be reimbursed by the BCH Companies for travel and per diem
expenses of ACMS personnel who are required to travel out of their
daily, regular place of work, in order to provide Services to the BCH
Companies.

- Airfare:

TRIP DEFINITION	FEES (CA$)
Round-trip travel within Canada	[**]

For round-trip travel to/from other locations, airfare will be reimbursed
to ACMS on the basis of [**].

All air fare rates are based on economy class fares.

- Hotel/ground transportation and per diem:

CA$[**] per day.

8.3.2 Cost of Notifications/Notifiers.

The parties agree that ACMS shall charge the BCH Companies at ACMS's
actual cost and expense for the performance of the Services respecting
the issuance of notifications to customers of the BCH Companies. For
greater certainty, the Base Fees shall not apply to such Services.

9.   [INTENTIONALLY DELETED]

10. [INTENTIONALLY DELETED]

ANNEX 1
[INTENTIONALLY DELETED]

ANNEX 2
[INTENTIONALLY DELETED]

ANNEX 3
[INTENTIONALLY DELETED]

ANNEX A

PRINT AND MAIL SERVICES AND PERMITTED PRINT AND MAIL VENDORS

APPLICATIONS	[**] PRINT	[**] MAIL	[**] CD/PRINT/MAIL	[**] PRINT	[**] MAIL	[**] PRINT	[**] MAIL	[**] PRINT	[**] MAIL	[**] PRINT	[**] MAIL	AMDOCS [**] PRINT	AMDOCS [**] MAIL
[**]	[**]	[**]				[**]	[**]						
[**]	[**]	[**]				[**]	[**]						
[**]	[**]	[**]				[**]	[**]						
[**]	[**]	[**]				[**]	[**]						
[**]	[**]	[**]				[**]	[**]						[**]
[**]	[**]	[**]				[**]	[**]						
[**]	[**]	[**]				[**]	[**]						
[**]													[**]
[**]	[**]	[**]				[**]	[**]						
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[**]										[**]	[**]		
[**]	[**]	[**]				[**]	[**]						
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[**]	[**]	[**]				[**]	[**]						
[**]	[**]	[**]				[**]	[**]						
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[**]	[**]	[**]				[**]	[**]						
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[**]	[**]	[**]				[**]	[**]						
[**]	[**]	[**]				[**]	[**]						
[**]	[**]	[**]				[**]	[**]						
[**]	[**]	[**]				[**]	[**]						[**]
[**]												[**]	[**]
[**]	[**]	[**]				[**]	[**]						
[**]												[**]	
[**]	[**]	[**]				[**]	[**]						[**]
[**]	[**]	[**]				[**]	[**]						[**]

[**]

MISCELANEOUS REPORTS	[**] PRINT	[**] MAIL	[**] CD/PRINT/MAIL	[**] PRINT	[**] MAIL	[**] PRINT	[**] MAIL	[**] PRINT	[**] MAIL	[**] PRINT	[**] MAIL	[**] PRINT	[**] MAIL
[**]	[**]	[**]				[**]	[**]						
[**]	[**]	[**]				[**]	[**]						
[**]	[**]	[**]				[**]	[**]						

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CD
PRODUCTION &
 MAIL/PAPER
 PRODUCTION
    & MAIL
- ------------

[**]   [**]
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[**]   [**]

[**]

ANNEX B

INDIA MIGRATION TERMS AND CONDITIONS

                              ACMS AND BELL CANADA

                    ANNEX B: INDIA MIGRATION TERMS AND CONDITIONS

                              DATED: OCTOBER 5, 2006

ITEM   DESCRIPTION
- ----   -----------

SECTION 1   1.1 Definitions. In this Annex B, the following
DEFINITIONS   terms will have the following meanings:

                              "BCE AUDIT GROUP" means the internal audit group
                              within BCE Inc., the parent company of Bell, and
                              BCE Inc.'s external auditors;

                              "BCE CORPORATE SECURITY POLICIES" means the
                              corporate security policies and procedures of Bell
                              and BCE Inc. that have been made available to
                              ACMS, as such policies and procedures may be
                              modified from time to time upon notice from Bell
                              to ACMS, in accordance with Section 23.4 of the
                              FARMOSA;

                              "BELL COMPETITOR" means the following entities:
                              [**];

                              "CONSENTS" means all consents, authorizations,
                              orders, approvals, visas, registrations, licenses,
                              permits, notices, filings, and similar
                              permissions, agreements, acts or notices, in
                              respect of any Legislation or Governmental
                              Authority required for the performance of the
                              Off-Shored Services in India;

                              "CUSTOMER" means any person using or acquiring a
                              product or service provided, directly or
                              indirectly, by Bell or any of its Affiliates;

                              "CUSTOMER INFORMATION" has the meaning set out in
                              Section 7.2 of this Annex B;

                              "FRAMEWORK PLAN" has the meaning set out in
                              Section 2.4.1 of this Annex B.

                              "GOVERNMENTAL AUTHORITIES" includes any federal,
                              provincial, territorial, state, municipal, local,
                              or other governmental, regulatory, judicial or
                              administrative department, authority, body or
                              agency, domestic, international or foreign, having
                              jurisdiction over the delivery of the Off-Shored
                              Services;

"KEY OPERATIONAL PERSONNEL" has the meaning set out in Section 2.3.1 of this Annex B;

"KEY PERSONNEL" has the meaning set out in Section 2.3.1 of this Annex B;

"KEY TRANSITION PERSONNEL" has the meaning set out in Section 2.3.1 of this Annex B;

"LEGISLATION" means all applicable laws, statutes, decrees, directives, legislative enactments, orders, ordinances, regulations, guidelines, rules, licenses, approvals, policies, procedures, permits (including import permits), bylaws, building codes, any applicable industry code, policy or standard enforceable by law, other binding restrictions and other instruments or requirements of or issued by each Governmental Authority having jurisdiction or otherwise duly enacted, and the common law and the laws of equity as applicable to the Parties from time to time, including environmental legislation, tax legislation, health and safety legislation, privacy legislation, laws related to debt collection and employment legislation, and "PRIVACY LEGISLATION" includes without limitation the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"), applicable provincial privacy legislation, the CRTC restrictions on disclosure of confidential customer information, including for avoidance of doubt the provisions of any law applicable to the delivery of the Off-Shored Services at the Site such as, without limitation, the Information Technology Act (India), or provisions relating to privacy or data protection under Indian law, and shall also include any self-regulatory regime or guideline or framework for privacy or data protection that may be adopted or has been adopted or issued by NASSCOM, if determined commercially practical by ACMS. Further, reference to Legislation herein shall include reference to any amendment made thereto from time to time;

"NASSCOM" means India's National Association of Software and Service Companies;

"OFF-SHORED SERVICES" means the Services to be performed by ACMS for Bell and its Affiliates from the Site, as set out in the Framework Plan;

"PERSONAL INFORMATION" has the meaning set out in Section 7.2 of this Annex B;

"PRIVACY COORDINATOR" has the meaning set out in Section 3.2 of this Annex B;

"REPRESENTATIVE" means any personnel providing the Off-Shored Services;

"REQUEST" has the meaning set out in Section 8.2.5 of this Annex B;

"SECURITY COORDINATOR" has the meaning set out in Section 3.1 of this Annex B;

"SITE" means ACMS's or its Affiliate's premises in Pune, India located, as of the date of execution of this Agreement, at the following address: Cyber City Tower 6, Magarpatta City, Hadapsar, Pune, 411 028, Maharashtra;

"PHASE TRANSITION PLAN" has the meaning set out in Section 2.4.1 of this Annex B; and

"TRANSITION MANAGER" has the meaning set out in Section 2.4.2 of this Annex B.

SECTION 2
SCOPE

2.1 Off-Shored Services. ACMS shall perform the Off-Shored Services from the Site in accordance with the terms and conditions of this Agreement and the FARMOSA (as the terms of the FARMOSA are amended by this Agreement).

2.1.1 ACMS agrees that, at all times during the Term, at least [**]% of the Services shall be performed [**] measured on the basis of [**]. ACMS shall [**] on the anniversary date of this Annex B compliance with the foregoing agreement by delivering to Bell a certificate of compliance executed by a senior officer of Amdocs Limited. ACMS agrees that it shall be reasonable for Bell to request that the contents of this certificate and compliance with the foregoing provision be audited, [**], at no additional cost or expense to Bell. The auditor shall be selected and engaged by ACMS but must be one of [**]. The auditor shall verify the accuracy of the certificate, but shall not be permitted to disclose to Bell [**] upon which the certification is based.

2.1.2 The Services include the Off-Shored Services and shall be deemed to include all services, functions and responsibilities required to perform the Off-Shored Services from India.

2.1.3 During the Term, all Representatives at the project manager level or higher performing the Off-Shored Services shall

be [**] and for avoidance of doubt shall
[**].

2.1.4 The portions of the Site used to
provide the Off-Shored Services shall at all
times be [**] to the provision of the
Off-Shored Services [**] from the portions of
the Site used to provide services to any
other persons. ACMS shall use appropriate
physical access controls to prevent the
removal of any BCH Company Data from the
portions of the Site used to provide the
Off-Shored Services.

2.1.5 Amdocs Limited will, directly or
indirectly, [**] the Affiliate providing the
Off-Shored Services and may [**] in
connection with the Off-Shored Services
without first obtaining Bell's consent, which
may be [**] in accordance with Section 27.2a
of the FARMOSA.

2.1.6 ACMS shall be permitted to change the
Site or add additional Sites from time to
time, provided that: (i) the Sites are at all
times located in India; (ii) ACMS provides
prior written notice to Bell of any such
change; (iii) the changed Site meets all
requirements related to security and privacy
set forth in the FARMOSA and this Agreement
and Bell is permitted to validate (through
information requests and physical site
visits) that such requirements are satisfied
and has the right to [**] relating to the
transition of any Services to a new Site; and
(iv) the implementation of such re-location
is [**]. The parties agree that any migration
plan related to a Site move or addition that
is within [**]of the original Site and which
is staffed primarily by personnel from the
original Site may be abbreviated and will
relate primarily to the satisfaction of
security and privacy requirements.

2.2 Consents. ACMS shall be responsible at its
cost to obtain and maintain all Consents,
including for certainty all Consents required from
Governmental Authorities in India, necessary for
ACMS to implement the India Migration, perform the
Off-Shored Services and provide any termination
assistance services to be performed under this
Agreement or the FARMOSA. ACMS will immediately
notify Bell of: (i) [**], and (ii) [**] ACMS's
ability to perform the Off-Shored Services in
accordance with the terms of this Agreement and
the FARMOSA.

2.3 ACMS Key Personnel and Representatives.

2.3.1 ACMS Key Personnel. The Parties shall name on a separate signed document the persons whom they agree are key to the successful implementation of the India Migration (together with the Transition Manager, the "KEY TRANSITION PERSONNEL"). In addition to the Key Transition Personnel, ACMS shall designate as key personnel no less than [**] persons with primary supervisory responsibility for ongoing operations (together with the Security Coordinator and the Privacy Coordinator, the "KEY OPERATIONAL PERSONNEL", and together with the Key Transition Personnel, the "KEY PERSONNEL"). All Key Personnel shall be [**] of Services to Bell. ACMS agrees that prior to the annual performance review of each Key Operational Personnel, ACMS will seek the input of Bell regarding Bell's assessment of the performance of the Key Operational Personnel during the previous year. ACMS shall take Bell's input into account when determining its overall performance assessment for the Key Operational Personnel. ACMS shall provide Bell with the resume of any person who ACMS proposes as a replacement for any Key Operational Personnel. Such resume must reflect a [**] and experience profile to that of the Key Operational Personnel whom they would replace.

2.3.2 Reassignment of Key Personnel. ACMS agrees that, without Bell's prior written consent, no Key Personnel shall be reassigned by ACMS, during the transition, ramp-up and normalization period set out in the Transition Plan or for a period of [**] days thereafter (the "TRANSITION END DATE"), except where such Key Personnel request reassignment [**], ACMS has [**] such reassignment until after the Transition End Date and ACMS has replaced such Key Personnel with a person [**] and experience profile acceptable to Bell, acting reasonably.

2.3.3 Non-Compete for Key Personnel. ACMS shall ensure that Key Personnel shall not during the Term (prior to any permitted reassignment of such Key Personnel) be used to provide services to [**].

2.4 Transition Plan and Off-Shored Services

2.4.1 Transition Plan. Attached hereto as Attachment A is the framework transition plan (the "FRAMEWORK PLAN") for the India Migration, which includes amongst other things, for each phase of the migration, the activities, functions and services to be migrated during that phase. Except as may be otherwise agreed to by the

parties in writing, no activities, functions or services may be migrated except for those specifically identified in the Framework Plan [**] in respect of the India Migration. No later than [**] days prior to the scheduled start date of each phase, ACMS shall deliver to Bell the detailed transition plan for such phase which plan shall include the "Transition Criteria" deliverables prescribed in Section 4 of the Framework Plan (e.g. the applicable resource plan, documentation and job aids, training strategy and metrics, deployment normalization strategy and metrics, status reports/issues logs and weekly metrics tracking and communication plan) (each a "PHASE TRANSITION PLAN"). The Transition Criteria deliverables of each Phase Transition Plan shall be subject to [**] (in accordance with Section 4 of the Framework Plan) between Bell and ACMS, prior to proceeding with the implementation of the Phase Transition Plan. The content, comprehensiveness and quality of the Transition Criteria deliverables shall meet or exceed the standard set by the documentation provided in connection with [**], taking into account reasonable adjustments for the fact that certain functions being migrated as part of the India Migration have not previously been migrated, except as otherwise specifically provided for in the Framework Plan and any "Feedback" provided by Bell shall be sufficiently detailed to allow ACMS to take action to remedy the deficiencies and shall be given within the time periods prescribed by the Framework Plan for each Transition Criteria deliverable. If any deficiencies in any Transition Criteria deliverables are identified by Bell in accordance with the "Feedback" requirements of the Framework Plan, ACMS shall remedy such deficiencies. Once such deficiencies have been remedied, ACMS shall provide Bell with the relevant revised Transition Criteria deliverables, and the same procedure set out in Section 4 of the Framework Plan shall be followed (including the relevant timeframes) until the requirements of Section 4 of the Framework Plan have been satisfied. If Bell does not provide any "Feedback" within the timeframes set out in the Framework Plan, Bell shall be deemed to have agreed that there are [**] in the relevant Transition Criteria deliverables. Bell shall not use the [**] its approval to migrate the applicable activity, function or service in accordance with the Framework Plan nor shall ACMS shall use the [**] the scope of the activities, functions or services to be migrated. Any changes to the Framework Plan (excluding changes to the schedule permitted by the Framework Plan) or any finalized Phase Transition Plan, [**]. The Parties shall perform their respective roles and responsibilities set out in the Framework Plan and in each Phase Transition Plan in a manner that ensures a

smooth, seamless and uninterrupted transition to India.

2.4.2 Transition Manager. The Parties shall designate an individual as the transition's project manager (the "TRANSITION MANAGER"). All aspects of ACMS's implementation of the Off-Shored Services will be managed by the Transition Manager in accordance with the Framework Plan and each Phase Transition Plan, as applicable. The Transition Manager will be the focal point for communications to Bell and ACMS's project teams and be responsible for resolving any implementation and other issues arising during transition.

2.4.3 Costs of Transition. Each Party will bear [**] costs incurred in the implementation of the India Migration, provided ACMS shall bear [**] costs arising in connection with the implementation.

2.4.4 Transition Completion. In respect of each phase of the India Migration, ACMS shall be permitted to [**] process when, in accordance with Section 4 of the Framework Plan: (a) ACMS has provided Bell with documentation evidencing that the applicable "Measured Parameters" have been satisfied and (b) Bell has had a reasonable opportunity to verify that the applicable Measured Parameters have been satisfied, in accordance with Section 4 of the Framework Plan. In any circumstances where Bell, having had such a reasonable opportunity to verify that the applicable Measured Parameters have been satisfied, does not concur, Bell shall provide ACMS with notice in writing stating the specific deficiencies which must be remedied in sufficient detail that ACMS may take action to remedy the deficiencies. Once the deficiencies have been remedied, ACMS shall again provide notice to Bell that the applicable Measured Parameters have been satisfied and a similar procedure shall be followed until Bell has verified that the Measured Parameters have been satisfied. If Bell does not provide a [**] in accordance with [**] of the Framework Plan within the [**] identifying [**] in ACMS' satisfaction of the Measured Parameters, Bell shall [**] that the Measured Parameters have been satisfied.

2.4.5 Service Levels. During the transition period, ACMS shall ensure that (i) there [**] to the Service Levels (as amended by the Agreement and Annex D) as a result of the India Migration, and; (ii) all [**] to achieve, track, measure and report all current Service Levels commencing upon a cut-over date.

2.4.6 Conflict. In the event of any conflict or inconsistency between the terms and conditions of this Annex B and the terms and conditions of the Framework Plan or any Phase Transition Plan, the terms and conditions of this Annex B shall prevail.

2.5 BCP. As part of each Phase Transition Plan, ACMS shall provide Bell with a specific business continuity plan describing the business continuity measures that AMCS will have in place for the Services being migrated as part of that phase, the standard of which shall meet or exceed the standards in effect as of the date of execution of this Agreement. ACMS shall test the business continuity plans for the Off-Shored Services at least [**] during the Term. ACMS will share the results of such test with Bell, and promptly correct any deficiencies revealed by such test. ACMS agrees that it shall be reasonable for Bell to audit ACMS's business continuity plans and procedures [**] thereafter at no additional [**].

SECTION 3
GOVERNANCE

3.1 Security Compliance Coordinator. ACMS will designate by a separate signed writing a person or persons to act as its security compliance coordinator(s) to Bell (the "SECURITY COORDINATOR"). The Security Coordinator shall be the focal point for all Bell requests for assistance and information in respect of any of ACMS's obligations with respect to its security obligations at the Site, and be in the role of the person responsible on a day to day basis for security in respect of the Off-Shored Services. The Security Coordinator shall: be a specialist in information technology and information systems security, have knowledge of BCE Corporate Security Policies, applicable Legislation including Privacy Legislation; have experience working with an overall security program including in respect of people, processes, monitoring and escalation; have experience in document management, writing standard operating procedures, training and risk management controls; be able to think strategically and plan transition activities with Bell; and shall have accountability to ensure compliance by Key Personnel and Representatives of ACMS' security obligations hereunder. All communications or issues relating to information

technology or information systems security shall be made through the Security Coordinator. The Security Coordinator shall report promptly any information technology or information systems security issues, incidents, breaches and concerns to Bell, and provide all necessary assistance to the BCE Audit Group representatives in respect of any audit being conducted pursuant to Section 5 below.

3.2 Privacy Coordinator. ACMS will designate by a separate signed writing a person or persons to act as its privacy coordinator(s) to Bell (the "PRIVACY COORDINATOR"). The Privacy Coordinator shall be the focal point for all Bell requests for assistance and information in respect of any of ACMS's obligations with respect to handling of Customer Information and Personal Information. The Privacy Coordinator shall: be a specialist in privacy and the handling of Personal Information; have knowledge of the Bell Privacy Policy, applicable Legislation including Privacy Legislation; have experience working with an overall privacy program including in respect of people, processes, monitoring and escalation; have experience in document management, writing standard operating procedures, training and risk management controls; be able to think strategically and plan transition activities with Bell; and shall have accountability to ensure compliance by Key Personnel and Representatives with ACMS' privacy obligations hereunder. All communications or issues relating to privacy, handling and disclosure of Customer Information and Personal Information shall be made through the Privacy Coordinator. The Privacy Coordinator shall report promptly any privacy issues, incidents, breaches and concerns to Bell, and provide all necessary assistance to the BCE Audit Group representatives in respect of any audit being conducted pursuant to Section 5 below.

SECTION 4
REPRESENTATIONS, WARRANTIES
AND COVENANTS

4.1 ACMS represents, warrants and covenants to Bell as follows at all times during the Term that, and acknowledges that Bell is relying on the following representations, warranties and covenants in entering into this Agreement:

4.1.1 ACMS's technology and tools utilized in providing the Off-Shored Services, and the Off-Shored Services themselves and the use thereof by Bell, shall not violate or in any way infringe upon the Intellectual Property Rights of any person;

4.1.2 ACMS possesses the knowledge, skill and experience necessary for the provision and completion of the Off-Shored

Services in accordance with the terms of this Annex B;

4.1.3 Prior to the performance of any Off-Shored Services, ACMS will have secured and paid for, and be in good standing with respect to, all material Consents;

4.1.4 ACMS, its Key Personnel and its Representatives shall comply with all applicable Legislation of any Governmental Authorities having jurisdiction over the Off-Shored Services or any part thereof;

4.1.5 ACMS shall observe commercially reasonable employment practices aimed at reducing staff turnover and increasing employee retention;

4.1.6 To the best of ACMS' knowledge, after making all due inquiries, no Legislation or agreements with third parties prohibit ACMS from complying with this Agreement or impose any restriction on ACMS's ability to provide the Off-Shored Services to Bell;

4.1.7 ACMS shall forthwith notify Bell in writing in the event that [**] generated by ACMS from the [**] comprise more than [**] generated by Amdocs Limited and its Affiliates from continuing operations in India; and

4.1.8 As of the execution of this Agreement, there have been no material security breaches or unauthorized accesses leading to wrongful disclosure of Confidential Information of a customer of ACMS or its Affiliates at any of the facilities operated by ACMS or its Affiliates in India.

SECTION 5   Section 23.1 of the FARMOSA is hereby deleted in
SECURITY AUDITS   its entirety and replaced with the following:

"Notwithstanding any other provision of this Agreement, the BCH Companies (which for the purpose of this Section 23.1, includes the BCE Audit Group and any other representatives acting on behalf of the BCH Companies, provided that such person is not a competitor of ACMS) shall have the right, upon ten (10) days prior written notice to ACMS (unless in the event of an emergency, in which case the BCH Companies corporate security personnel shall have the right, (a) upon twenty-four (24) hours prior written notice to ACMS, or (b) in the case of intentional wrongdoing, upon such prior written

and/or telephone notice to ACMS as is reasonably possible under the circumstances) but without disrupting ACMS's operations, and subject to ACMS's reasonable access security requirements (as the case may be), to make visits, during normal business hours (except in the event of emergency situations as described above), to any of ACMS's premises (including the Site) to inspect such premises, the Services being performed, and the equipment, security procedures and safeguards, and materials used by ACMS in performing the Services solely to review and audit the security measures and privacy safeguards respecting the Services, the BCH Company Data and/or the Database. If deficiencies are identified by the BCH Companies or the performance is not in compliance with this Agreement, ACMS shall promptly take such action as may be necessary or desirable to bring the performance into compliance, all at ACMS's expense. At the BCH Companies' reasonable request, reasonable assistance shall be provided by ACMS in identifying, tracking and closing security exposures. ACMS's obligations set forth in the Agreement shall not be compromised or otherwise diminished regardless of the action or non-action of the BCH Companies with respect to the aforesaid right of the BCH Companies to visit ACMS's premises. The BCH Companies will allow access at all times to its facilities on ACMS's premises for the purposes of installation and maintenance of ACMS's interfacing facilities."

SECTION 6 ACCESS AND SECURITY	6.1 Amendments to the FARMOSA. The following amendments are hereby made to the FARMOSA:

6.1.1 Section 23.4 of the FARMOSA is hereby deleted in its entirety and replaced with the following:

"ACMS shall comply with and shall ensure that its employees, subcontractors, agents and other representatives comply with: (i) the BCE Corporate Security Policies, (ii) Exhibit K (including the access and security requirements of Annex B to the Agreement Amending the FARMOSA and MLSA, dated October 5, 2006), (iii) as of [**], the security policies, procedures, standards and safeguards prescribed by the [**], and (iv) ACMS's and its Affiliates' internal security policies, procedures, standards and safeguards (the "ACMS SECURITY POLICIES"); subject to contracts with subcontractors in effect prior to the Effective Date and which were transferred to ACMS by the BCH Companies, or from which ACMS benefits, in accordance with this Agreement. To the extent of any conflict or inconsistency between any of (i) through (iv), ACMS shall ensure compliance with the policy, procedure, standard

or safeguard that provides the highest level of protection. ACMS shall, from time to time at Bell's request, provide to Bell copies of ACMS's Security Policies and any other policies, procedures or reports that evidence ACMS's compliance with the [**], including evidence of certification by an accredited organization; and shall annually provide Bell with a senior officer's certificate certifying compliance with this Section 23.4. ACMS's and its employees', subcontractors', agents' and other representatives' compliance with Exhibit K (including the access and security requirements of Annex B to the Agreement Amending the FARMOSA and MLSA, dated October 5, 2006), [**] and the ACMS Security Policies shall be at ACMS's [**]. Bell shall be responsible for ACMS's [**] of compliance with the BCE Corporate Security Policies where: (i) such compliance is not also within the scope of the obligation hereunder to comply with any of Exhibit K (including the access and security requirements of Annex B to the Agreement Amending the FARMOSA and MLSA, dated October 5, 2006), [**] or the ACMS Security Policies and (ii) ACMS has notified Bell [**] of such compliance through the Change Order Process and Bell has approved [**] (Where ACMS has notified Bell of [**] such compliance through the Change Order Process, ACMS' compliance shall be subject to receipt of Bell's approval [**].) ACMS shall be responsible for the [**] of compliance with the BCE Corporate Security Policies where: (i) such compliance is within the scope of the obligation hereunder to comply any of Exhibit K (including the access and security requirements of Annex B to the Agreement Amending the FARMOSA and MLSA, dated October 5, 2006), [**] or the ACMS Security Policies or (ii) ACMS has failed to notify Bell of [**] of such compliance through the Change Order Process and obtain Bell's approval thereto. ACMS may request the BCH Companies' consent to vary from the BCE Corporate Security Policies as may be reasonably required, which consent may be unreasonably withheld. The BCH Companies will follow and shall ensure that their employees, subcontractors, agents or other representatives follow ACMS's security policy whenever visiting ACMS's operations."

6.1.2 Sections 3.4(a) and 3.5(b) of Exhibit K to the FARMOSA are hereby, as of the date of execution of this Agreement, superseded by the amendments to Section 23.4 of the FARMOSA set forth above.

6.1.3 Section 3.4(c) of Exhibit K to the FARMOSA is hereby deleted and replaced with the following: "subject to compliance with Legislation, perform background checks on all new

personnel hired to perform the Services.
Without limiting the generality of the
foregoing, this includes criminal history,
education, credit history, employment history
(last 3 positions or last 5 years if with
same employer), drug screen, references and
academic and educational background.
Personnel performing Services will not
include any person with a positive drug test
or felony conviction and to the extend
permitted by law, ACMS shall forthright
remove any personnel providing Services with
a positive drug test or felony conviction";

6.1.4 the following is added as a new Section
3.4(d)(iii) to Exhibit K to the FARMOSA: "and
ensuring access is limited to those
individuals who clearly require access in
order to provide the Services, and that such
individuals have access only to Bell
Confidential Information that they clearly
require in order to provide the Services";

6.1.5 the reference to "Exhibit K" in Section
23.3b(vi) is hereby deemed to include Section
23.4 of the FARMOSA as amended hereby; and

6.1.6 Section 23.3a of the FARMOSA is hereby
amended such that the proposed annual Audit
Plan for a year shall initially be provided
to ACMS by December 31 of the immediately
preceding year.

6.2 Adherence. In the event NASSCOM develops or
adopts a self-regulatory regime for privacy and/or
data protection, then ACMS will adhere to such
regime in respect of the Services rendered to Bell
from the Site, [**] to Bell, if ACMS determines
that such adherence is commercially practical.

6.3 Notification. Subject to any applicable legal
restriction, ACMS will immediately notify Bell if
any Governmental Authority or other third party
notifies ACMS of its intention to access any BCH
Company Data, including any Customer Information
or Personal Information.

6.4 Non-Disclosure Statements. Personnel of ACMS
or its Affiliates or subcontractors who have
access to any BCH Company Data, including any
Customer Information or Personal Information, will
sign short supplemental non-disclosure agreements
that specifically require maintaining the
confidentiality of BCH Company Data. ACMS shall
immediately take all steps to enforce its rights
under such non-disclosure agreements in the event
of any violation thereof that involves any BCH
Company Data.

6.5 Weapons. ACMS will ensure that Representatives
will not carry weapons or ammunition onto the Site
or use or carry weapons or ammunition while
performing the Off-Shored Services or attending
Bell or ACMS or its Affiliates' sponsored
activities in India. ACMS will ensure that all
Representatives will comply with all postings or
notices located at the Site regarding safety,
security or weapons.

6.6 Bell Security Questionnaire. As part of Bell's
assessment of ACMS's internal control structure,
ACMS shall, without limitation, answer Bell's
security questionnaires.

6.7 Notification. ACMS shall forthwith provide
Bell with notice of any security breach and will
fully co-operate with Bell to correct same.

6.8 BCH Company Data. ACMS agrees to comply with
the following at all times during the Term:

> 6.8.1 all BCH Company Data, including all
> Customer Information and Personal Information
> shall at all times remain at ACMS's
> facilities in Canada, provided that
> Representatives shall be permitted to
> electronically access such data through a
> secure scrambled line and CITRIX;

> 6.8.2 all user accounts with access to the
> production environment will be limited to
> Representatives with the proper job title and
> job description;

> 6.8.3 an appropriate process will be
> maintained for obtaining (and documenting)
> management's authorization for the access
> provided to new Representatives;

> 6.8.4 all Representatives are required to
> authenticate to the production network with a
> token card as used to authenticate ACMS's
> Canadian employees on the production network;

> 6.8.5 during the process of terminating a
> Representative's employment a Clarify ticket
> will be opened to revoke all access

for that Representative including the revocation of the secure token card;

6.8.6 physical access to the Site will be controlled by magnetic key cards; and

6.8.7 distribution of key cards with access to the Site will be limited to Representatives with the proper job title and job description.

SECTION 7
PRIVACY

7.1 Amendment to FARMOSA. Section 23.5 of the FARMOSA is hereby, as of the date of execution of this Agreement, superseded by the provisions of this Section 7.

7.2 Use/Safeguarding of Confidential Information. ACMS agrees that, in the course of performing the Services including any termination assistance services under this Agreement, ACMS may collect, use and/or receive information pertaining to Customers ("CUSTOMER INFORMATION") that can be linked to identifiable individuals ("PERSONAL INFORMATION") including without limitation names, addresses, telephone numbers, transactional history, account numbers, social insurance numbers, any information or an opinion (including information or an opinion forming part of a database) and whether recorded in a material form or not, about or relating to an identifiable person, including an individual who can be identified directly or indirectly from the information or opinion, and includes all such information relating to Customers and other personal information as defined in applicable Privacy Legislation. Bell will own all Customer Information and Personal Information including any and all files, data and information including processed Bell or Customer files provided by ACMS to or accessed by Bell or any Customer derived therefrom or otherwise collected, used or received by ACMS, and all compilations thereof, in connection with or arising or resulting from the performance of the Services. All such data and Customer Information and Personal Information is Bell Confidential Information, and except as otherwise expressly set out herein and without limiting AMCS' confidentiality obligations set out in this Section 7.2, ACMS shall not at any time and ACMS shall take reasonable measures to ensure that all personnel performing the Services shall not: (i) use or disclose same, in whole or in part other than in connection with providing the Services; (ii) sell, rent, lease, transfer, encumber, pledge, reproduce, publish, transmit, translate, modify, reverse engineer, compile or use same, in whole or part; or (iii) commercially exploit same on its own or any third party's behalf, in whole or in part. For avoidance of doubt, such Customer

Information and Personal Information shall be deemed to include debit and credit card data and any data prohibited from being transferred to third parties without express consumer consent to do so.

7.3 Privacy. Without limiting ACMS' obligations hereunder with respect to maintaining the confidentiality and security of Customer Information and Personal Information, and notwithstanding anything to the contrary in the Agreement or the FARMOSA, ACMS agrees to the following:

7.3.1 ACMS will receive, collect, use, store, process, record, disclose, dispose, manage and otherwise handle Customer Information and Personal Information solely for the purpose of providing the Services (and for no other purpose) in compliance with applicable Privacy Legislation and the terms set out in Bell's Code of Fair Information Practices and Bell's Privacy Policy attached hereto as Attachment C, and any modifications to such code and such policy that may be brought from time to time upon notification by Bell of such modification;

7.3.2 ACMS will promptly revise any Customer Information or Personal Information if so directed by Bell;

7.3.3 ACMS will assist Bell and each Customer to comply with all applicable Privacy Legislation applicable to its business relative to the actual Customer Information or Personal Information that ACMS comes into contact with, which assistance will include complying with all reasonable written directions and policies issued by Bell and such Customer from time to time of which ACMS has notice with respect to the receipt, collection, use, storage, processing, recording, disclosure, disposal, management or other handling of Customer Information or Personal Information, and assisting Bell in identifying issues related to security that impact Bell's obligations under applicable Privacy Legislation;

7.3.4 ACMS will provide prompt assistance to Bell in responding to any Customer requests for access to Personal Information or to any Customer complaints or investigations by privacy authorities;

7.3.5 ACMS shall not, except as required by applicable Legislation, respond to any Governmental Authority or individual

for information or access to Customer
Information or Personal Information except
upon the instruction of Bell. To the extent
permitted by Legislation (and ACMS shall keep
Bell advised to the extent the following is
not permitted under any Legislation), ACMS
will notify Bell forthwith in order for Bell
to notify the Customer of any subpoena,
warrant, order, demand or request including
any national security letter (a "REQUEST")
made by a court, authority, or other person
with power to issue or make such Request for
the disclosure of Customer Information or
Personal Information and will, to the maximum
extent permitted by law, if specifically
directed in writing by Bell, and at Bell's
expense and cost, oppose, seek judicial
review of, and appeal any such Request
outside of Canada that requires any access,
copying or disclosure of Customer Information
or Personal Information to any person not
expressly authorized hereunder; provided that
if Bell or the relevant Customer is unable to
direct ACMS due to Bell or Customer not being
informed of the Request, then ACMS will take
such action as is reasonable in the
circumstances to oppose the Request, at
Bell's cost and expense;

7.3.6 ACMS will have written agreements with
any personnel performing the Services who
have any ability to access Customer
Information or Personal Information requiring
them to use Customer Information or Personal
Information only as expressly permitted
hereunder and prohibiting them from
providing, disclosing or providing access
thereto to any person not expressly
authorized hereunder. ACMS will ensure that
such personnel who violate such agreements
are subject to disciplinary action, which may
include dismissal;

7.3.7 ACMS will implement and use appropriate
audit and tracking processes (and provide
information on such processes to Bell upon
its request) to ensure that any access to
Customer Information or Personal Information
not authorized hereunder is identified and,
immediately upon identification, disclosed to
Bell in order that corrective measures can be
taken;

7.3.8 ACMS has provided Bell with a written
summary of the business processes,
technologies and physical security measures
that ACMS has implemented at the Site and
shall maintain at the Site during the Term,
which is attached hereto as Attachment B;

7.3.9 ACMS will ensure that all personnel having access to Customer Information or Personal Information receive appropriate instruction relating to access to and control of Customer Information and Personal Information, and are evaluated to ensure a substantial understanding of the material presented (instructional materials shall be approved by Bell); and

7.3.10 ACMS shall keep such records and evidence of compliance as Bell may reasonably require to meet the obligations set out in Privacy Legislation, and permit the BCE Audit Group and Governmental Authorities to audit same upon request.

7.3.11 Any costs incurred by ACMS in order to comply with any of the foregoing ACMS obligations in this Section 7.3 which arise as a result of or are attributable to the India Migration shall be borne exclusively by ACMS. Any costs incurred by ACMS to comply with any of the foregoing ACMS obligations in this Section 7.3 which arise as a result of ACMS being required to perform activities which are in addition to the Services that ACMS is required to perform under the FARMOSA will be dealt with as part of the Change Order Process.

SECTION 8
MATERIAL BREACH

8.1 Monitoring Rights. If ACMS is in material breach of any of its warranties, covenants or obligations, or there is any material inaccuracy in any representation made, under this Agreement or the FARMOSA relating to compliance with Privacy Legislation or to the security or confidentiality of the BCH Company Data, Customer Information or Personal Information in connection with the Off-Shored Services, Bell may, at its sole discretion, upon [**] written notice to ACMS, exercise the right to "monitor" and place a team of personnel or engage a third party to place a team of personnel (the "MONITORING TEAM") at the Site to monitor the provision of the Off-Shored Services for the sole purpose of assisting Bell to (i) identify and understand the root-cause of the breach; (ii) satisfy itself whether ACMS has taken and is taking appropriate steps to remedy, contain and mitigate the adverse affects of such breach; and (iii) satisfy itself that appropriate steps have been taken to correct the root-cause of the breach and to prevent further occurrences of the circumstances giving rise to the breach. ACMS shall consult with Bell and the Monitoring Team with respect to the steps ACMS is taking and plans to take to remedy, contain and mitigate the effects of the breach and correct the root-cause of the breach. In no event shall ACMS be relieved of its Service Level obligations as a result of Bell's exercise of its rights in this Section 8, unless in the

actions of the Monitoring Team actually interfere with the performance of the Services.

8.2 Full Co-operation. ACMS shall, at [**] to Bell, fully co-operate with Bell and the Monitoring Team in connection with the exercise of Bell's monitoring rights and shall provide all reasonable assistance to Bell and the Monitoring Team while Bell is exercising its monitoring rights including:

> 8.2.1 providing Bell and the Monitoring Team with a base of operations at the Site and access to the areas of the Site being used to provide the Services;

> 8.2.2 making available to Bell and the Monitoring Team the personnel providing the Services and ensuring that such personnel co-operate fully with Bell and the Monitoring Team; and

> 8.2.3 making available to Bell and the Monitoring Team all information, documentation and data as reasonably required in connection with the exercise of Bell's rights hereunder, including, but not limited to, the BCH Company Data.

Bell shall ensure that any third party service provider or any third party member of the Monitoring Team enters into a confidentiality agreement with ACMS that provides for appropriate protection of ACMS's Confidential Information, as provided for in Section 16.15 of the FARMOSA, and ACMS shall co-operate in this regard.

8.3 Specific Termination Right. If Bell has exercised its monitoring rights under this Section or has the right to exercise such rights due to a material breach or misrepresentation by ACMS that results in the unauthorized access to or release of BCH Company Data, Customer Information or Personal Information (the "Private Information") and the root-cause of the unauthorized access to or release of such Private Information has not been corrected within [**] days of the identification thereof or within [**] days of the occurrence thereof where ACMS has failed to use commercially reasonable efforts to identify the root-cause, Bell shall, notwithstanding Section 21.2 of the FARMOSA, have the right to require ACMS to [**] some or all of the [**] and require ACMS [**] of the [**] permanently or until such time as the root-cause has been corrected to Bell's satisfaction without having to first comply with the [**] of the FARMOSA. For clarity, the termination for convenience charge in [**] of the FARMOSA, as amended by [**] of the body of this Agreement, shall not be applicable in the event

of any such Bell requirement and the [**] shall
not be increased.

8.4 No Limitation. Nothing in this Section shall
limit any of Bell's other rights or remedies
available under this Agreement, the FARMOSA or at
law or in equity.

8.5 Notification of Customers. If Bell has
exercised its monitoring rights under this Section
or has the right to exercise such rights, due to
unauthorized access to or the release of BCH
Company Data, Customer Information or Personal
Information (the "Privacy Problem") Bell shall,
notwithstanding any provision of the FARMOSA or
this Agreement to the contrary, have the right to
notify its Customers via any means of
communication (the "Privacy Problem Notice") of:
(i) the specifics of the Privacy Problem and how
it affects such Customers; (ii) the measures Bell
had taken to prevent the occurrence of the
problem, including the contractual safeguards that
Bell has implemented; (iii) the steps being taken
to remedy the Privacy Problem; (iv) the current
status of the Privacy Problem and whether it has
been remedied; and (v) where the problem has been
remedied, the steps taken to prevent its
recurrence. ACMS shall provide any information
required by Bell to produce such Privacy Problem
Notice. Bell shall notify ACMS prior to issuing
such a Privacy Problem Notice and, to the extent
reasonably feasible in the circumstances, provide
ACMS with an opportunity to comment thereon. A
Privacy Problem Notice may not state or indicate
that ACMS (or any other Amdocs affiliate) [**].

ATTACHMENT A

FRAMEWORK PLAN

CAMPARI PROJECT -FRAMEWORK PLAN

OFFSHORE CANADA FUNCTIONS TO INDIA

(AMDOCS LOGO)

Document Information

Software Version: _____
Publication Date: _____
Catalog Number: _____
Creation Date: _____
Account/FOP: _____
Author: _____
Editor: _____
Last Edit Date: _____
File Name: _____
Template: _____

CONTENTS

1   INTRODUCTION

Under the new Bell-ACMS agreement, ACMS will off shore portions of its operations currently being performed in Canada to its facility in India.

The off-shoring will be performed under the following guidelines:

- -   All [**] functions requiring a high level [**] Bell Canada and/or Bell Canada [**] will [**] at a level ensuring efficient and effective interactions. ACMS [**].

- -   [**]% of the workforce (used to provide Services included in the Base Fees) will be transitioned to India.

- -   [**] functions will be centralized from Toronto into Montreal.

- -   Data privacy and security will be protected as set forth in the agreement.

- -   [**] will be maintained during and after the transition.

- -   Projected timeline: ACMS will be deploying this initiative with a [**] approach beginning immediately following reaching an agreement (assumed to be around September 1st, 2006).

All aspects necessary to ensure a successful transition to India will be planned for:

- Documentation, Training & Deployment principles for Knowledge Transfer

- Operation in a parallel environment during the transition

- Training and normalization periods

- Training and deployment metrics

- Plan for mitigation of risk

- Key employees retention for the transition and on-going

ACMS acknowledges the criticality and importance of the functions being off-shored, and the importance of their smooth function to the business of Bell Canada. As such, the off-shoring process will be visible to Bell Canada and reports will be provided regularly to assure its flawless progress.

The off-shoring project is, at this stage, sensitive and confidential, and as such is exposed only to the immediate team. A joint ACMS/Bell Canada decision should be made regarding the communication plan (dates and messages) that will mark the beginning of the process.

The following chapters describe the offshore process in detail.

2   IMPLEMENTATION

This chapter describes the implementation principles of the plan:

- Functions moved to India.

- Consolidation in Canada.

- Documentation and Training & Deployment Principles.

- Operating in a parallel environment during the transition.

- Training and Normalization periods.

- Training and Deployment metrics.

- Communication, Reporting and Governance.

2.1 OFF SHORE IMPLEMENTATION GUIDELINES

- [**]% of the workforce (used to provide Outsourcing Services [**]) will be transitioned to India.

- The remaining [**]% of the staff in Montreal will provide BCP activities, as well as maintaining 24x7 support.

- Existing audit process will be maintained during the transition and after successful off shoring.

- SOX compliance will be maintained during the transition and after successful off shoring.

- [**] will remain in Canada.

- [**] accounts will be maintained from Canada.

- [**]) activities will remain in Canada.

- All media [**] will occur in Canada.

- Where required, reengineering of processes will be completed and verified prior to movement to India.

- India hired resources will possess good verbal and written English skills.

- India resources will be highly educated, and will meet the required job profiles for which they will be hired.

- Operations in India will occur, as required, during Canada business hours.

- Metrics, Tracking, and Process documentation documents will be developed and tracked for Process Oriented activities (as described in Chapter 5 of this document).

- Paper flow between sites will be reduced to the minimum required.

- Off-Shoring activities (execution and management) will not disrupt the regular production support activities.

2.2 FUNCTIONS LIST

The following functions will be moved to India / merged in Montreal. Every
function marked with 'X' in 'MTL' column describes activity that will
remain, partially or entirely, in Montreal. Every function marked with 'X'
in 'IND' column describes activity that will be, partially or entirely,
performed in India. Every function marked with 'X' in 'MERGE' column
describes activity that will be consolidated from Toronto into Montreal.

[**] - DESCRIPTION OF FUNCTIONS AND IMPLEMENTATION DETAILS

Phase	Function	MTL	IND	MERGE	Detailed description of functions being moved as part of this phase	Detailed description of the off-shoring implementation for this phase
PH 1	[**]	[**]	[**]		___ [**]	___ [**]
PH 1	[**]	[**]	[**]		___ [**]	___ [**]
PH 1	[**]	[**]			___ [**]	___ [**]
PH 2	[**]	[**]	[**]		___ [**]	[**]
PH 2	[**]	[**]	[**]		___ [**]	[**]

6   Proprietary and Confidential Information of Amdocs

[**] - DESCRIPTION OF FUNCTIONS AND IMPLEMENTATION DETAILS

Phase	Function	MTL	IND	MERGE	Detailed description of functions being moved as part of this phase	Detailed description of the off-shoring implementation for this phase
PH 2	[**]	[**]	[**]		___ [**]	___ [**]
PH 3	[**]	[**]		[**]	___ [**]	___ [**]
PH 4	[**]	[**]	[**]	[**]	___ [**]	[**]
PH 4	[**]	[**]	[**]	[**]	___ [**]	[**]
PH 4	[**]	[**]			___ [**]	[**]
PH 5	[**]	[**]	[**]		[**]	___ [**]
PH 5	[**]		[**]		___ [**]	___ [**]
PH 6	[**]	[**]	[**]		[**]	___ [**]
PH 7	[**]	[**]	[**]	[**]	___ [**]	___ [**]
PH 7	[**]				___ [**]	

BILLING OPERATIONS - DESCRIPTION OF FUNCTIONS AND IMPLEMENTATION DETAILS

Phase	Function	MTL	IND	MERGE	Detailed description of functions being moved as part of this phase	Detailed description of the off-shoring implementation for this phase
- -----	--------	----	----	-----	---------------------------------	--------------------------
PH 1	[**]	[**]	[**]		__ [**]	__ [**]
PH 2	[**]	[**]	[**]		__ [**]	__ [**]
PH 3	[**]	[**]	[**]		__ [**]	__ [**]
PH 3	[**]	[**]	[**]		__ [**]	__ [**]
PH 4	[**]	[**]	[**]		__ [**]	__ [**]

OGS APPLICATIONS AND INTEGRATION - DESCRIPTION OF FUNCTIONS AND IMPLEMENTATION
DETAILS

Phase	Function	MTL	IND	MERGE	Detailed description of functions being moved as part of this phase	Detailed description of the off-shoring implementation for this phase
- -----	--------	----	----	-----	---------------------------------	--------------------------
PH 1	[**]	[**]	[**]		__ [**]	__ [**]
PH 2	[**]	[**]	[**]		__ [**]	__ [**]
PH 3	[**]	[**]	[**]		__ [**]	__ [**]
PH 4	[**]	[**]	[**]		__ [**]	__ [**]
PH 5	[**]	[**]	[**]		__ [**]	__ [**]

INFRA APPLICATIONS AND SYSTEM TEST - DESCRIPTION OF FUNCTIONS AND IMPLEMENTATION
DETAILS

Phase	Function	MTL	IND	MERGE	Detailed description of functions being moved as part of this phase	Detailed description of the off-shoring implementation for this phase
PH 1	[**]	[**]	[**]		__ [**]	__ [**]
PH 2	[**]	[**]	[**]		__ [**]	__ [**]
PH 2	[**]	[**]	[**]		__ [**]	__ [**]
PH 3	[**]	[**]	[**]		__ [**]	__ [**]
PH 4	[**]	[**]	[**]		__ [**]	__ [**]

[**]- DESCRIPTION OF FUNCTIONS AND IMPLEMENTATION DETAILS

Phase	Function	MTL	IND	MERGE	Detailed description of functions being moved as part of this phase	Detailed description of the off-shoring implementation for this phase
PH 1	[**]	[**]	[**]		__ [**]	__ [**]
PH 2	[**]	[**]	[**]		__ [**]	__ [**]
PH 3	[**]	[**]	[**]		__ [**]	__ [**]
PH 4	[**]	[**]	[**]		__ [**]	__ [**]
PH 5	[**]	[**]	[**]		__ [**]	__ [**]
PH 6	[**]	[**]	[**]		__ [**]	__ [**]

INCIDENT AND CHANGE MANAGEMENT- DESCRIPTION OF FUNCTIONS AND IMPLEMENTATION
DETAILS

Phase	Function	MTL	IND	MERGE	Detailed description of functions being moved as part of this phase	Detailed description of the off-shoring implementation for this phase
- -----	--------	----	----	-----	--------------------------------	--------------------------
PH 1	[**]	[**]	[**]		__ [**]	__ [**]
PH 1	[**]	[**]	[**]		__ [**]	__ [**]
PH 2	[**]	[**]	[**]		__ [**]	__ [**]
PH 2	[**]	[**]	[**]		__ [**]	__ [**]
PH 3	[**]	[**]	[**]		__ [**]	__ [**]
PH 4	[**]	[**]	[**]		__ [**]	__ [**]

2.3 CONSOLIDATION IN CANADA

[**] functions currently performed in Toronto will be centralized in Montreal. Experienced resources will assume these functions once some of the functions have been transitioned to India. The same Transition Criteria (as defined in Chapter 4) that apply to the off-shoring to India will apply to the consolidation into Montreal. These include, for example, documentation, training, deployment, metrics for quality and volume.

Discussions to be held with [**] post ACMS employee communication, relevant to the [**] and any opportunities to [**] with the functions currently being performed in Montreal.

Joint evaluation will be done in order to determine whether [**] to take on new contracted work. In the affirmative, an ACMS/Bell Canada team will be assigned to gather requirements and obtain sizing from [**]. A joint decision will be made on whether the savings outweigh the costs.

Current transition plan excludes any functions transitioning to India pending completion of the [**] mentioned above.

2.4 DOCUMENTATION

- SME's will be assigned to develop and review all documentation.

- All "as is" steps will be captured, including:

    - Metrics (quality and quantity). Metrics are developed for each activity in order to ensure all objectives will be met during the training and deployment. See Appendix A for an example of the standard of the metrics that will be used.

    - Current [**] - These will be maintained throughout the process.

    - Functional touch and decision points

    - Applications utilized through the process

    - Job aids for system access (including screen shots)

    - Any and all process efficiencies

- Process validation will be done after documentation is developed. During the validation phase, managers will be executing tasks according to the documentation developed to ensure validity and accuracy of the documentation.

- Where applicable, reengineering of processes will be done prior to transition (mainly due to the physical location where tasks are to be performed).

- Upon completion, Ops Section Management will sign off on documentation.

2.5 TRAINING

-   Detailed Training plans (for each process) are in the process of
    development and will be used for that purpose. See Appendix D for an
    example.

-   During the training period, accountability for the production will
    remain in Canada. Parallel work will be set up between the two sites
    upon completion of the training and normalization periods.

-   Dedicated resources will be assigned to provide training in India. A
    resource plan is being developed, and the project's WBS detailed by
    phase and function is being developed as well.

-   Daily calls between the training site in India and Canada will take
    place, aiming at tracking progress and overcoming issues. Bell Canada
    can be part of these calls.

-   Volume and quality targets are developed for each training week and
    until the end of normalization. Managers will be designated at both
    sites during the training and normalization periods to coordinate,
    escalate, resolve issues and perform risk mitigation.

-   Existing experienced ACMS resources in Montreal will take over the
    functions transferred from Toronto. Same training and normalization
    principles will be applied.

-   Quality Assurance processes will be put in place to ensure no impact
    on production and to measure knowledge retention.

-   Process documentation will become the basis for Training
    Documentation, which will also include:

    -   Process mapping

    -   System job aids (screen shots) and run-books (See appendixes C
        and E).

    -   Dry runs

    -   Tests and quizzes

    -   Bell Canada and Billing general overview

-   Overall dedicated Training Coordinator will be assigned to highlight
    issues, action items and resolution.

2.6 DEPLOYMENT

-   Facilities, Recruitment processes, IT requirements, etc will be
    available to accommodate the off-shoring initiative.

-   ACMS managers will be involved in the recruitment process, by
    providing detailed job descriptions and participating in the
    candidates interviewing and screening.

-   Dedicated resources (trainers) will be assigned to manage the
    Deployment. The trainers will remain on site through the deployment
    and normalization.

-   Prior to consolidation, a communication prime will ensure that any
    changes to touch points will be communicated to appropriate groups
    (i.e. Bell, Telcos, CGI, Telus, ACMS internal, etc.).

-   All functions will be split between Canada and India during
    Deployment/normalization.

-   Volumes, productivity and quality will be measured and reported on a
    daily basis, as described in the tracking sample in Appendix B.

-   Throughout the deployment process (and moving forward), both locations
    (Canada and India) will operate as a single entity headed by Canada
    with extension in India.

-   Quality Assurance processes will be put in place to ensure no impact
    to [**] and [**].

-   During the training and normalization phases, full shadowing between
    both locations (Canada and India) will take place.

2.7 RISK AVOIDANCE AND MITIGATION

Mitigation of risk is included in all of the Training and Deployment
Strategies. The phased approach and the shadowing mechanism reduce the risk
significantly. By having the current site in Canada act as the support
during Training and normalization, ACMS is ensuring a back-up should India
fail to meet metrics. Moving to full production in India is entirely
dependent on the metrics set forth in normalization. ACMS will put in place
a communication process during training and normalization to communicate
on-going status to Bell.

2.8 COMMUNICATION, REPORTING & GOVERNANCE

-   ACMS and Bell senior management will be involved in the process as
    options are evaluated.

-   The off-shoring project is, at this stage, sensitive and confidential,
    and as such is exposed only to the immediate team. A joint ACMS/Bell
    decision should be made regarding the communication plan (dates and
    messages) that will mark the beginning of the process.

-   Regularly scheduled meetings between ACMS PMO and Bell designates will
    be held to discuss the project and present its progress using the
    control metrics as described in Appendixes A and B.

-   Scheduled executive governance meetings between ACMS and Bell will be
    held as required.

-   Volumes, productivity and quality will be measured and reported on a
    daily basis (and/or other frequencies as required). Sample reporting
    template is enclosed in Appendix B.

-   [**] functions will [**], as mentioned, [**], assuring the usual 24x7
    customer support.

-   ACMS acknowledges the criticality and importance of the functions
    being off-shored, and the importance of their smooth function to the
    business. As such, the off-shoring process will be visible to Bell and
    reports will be provided regularly to assure its flawless progress.

2.9 EMPLOYEE RETENTION

-   For key employees that are required for knowledge transfer that do not
    wish to relocate, reasonable efforts will be made to encourage their
    retention until a successful transition has taken place.

-   In addition to on the job training for resources hired in India,
    overlap of the outgoing Canadian resource will be provided to ensure a
    smooth transition.

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3   PROJECT PHASED TIMELINE

OVERALL VIEW:
[**]
[**]
[**]

BILLING OPERATIONS:
[**]

OGS:
[**]

INCIDENT AND CHANGE MANAGEMENT:
[**]

INFRA APPLICATIONS AND SYSTEM TEST:
[**]

INFRA PHYSICAL:
[**]

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4   DETAILED TRANSITION PLAN

This section details a framework for all critical components required to
implement the off shore plan from documentation of processes to successful
deployment and normalization as per defined metrics. All templates shared in
this section may require updates as the project progresses.

Detailed transition plans (each, a "Phase Transition Plan") for each phase will
be shared with Bell Canada when available but not less than [**] days prior to
the start date of training of each phase. Bell Canada will have to meet
reasonable timeframes to provide Feedback, as set forth below.

The content, comprehensiveness and quality of the Transition Criteria
deliverables in each Phase Transition Plan [**], when applicable.

For documents already reviewed by Bell in connection with the [**], changes from
the original document will be clearly indicated.

Different functions being off-shored will have different documentation as a
result of the different nature-of-work / activity performed by the specific
function. This chapter is therefore divided into the different function groups,
specifying the transition documentation / metrics that will be used for that
function group. The "Transition Criteria" are the documents described in
subsections 1 thru 5 of sections 4.1, 4.2 and 4.3 to which Bell will have the
opportunity to provide "Feedback" described in such sections.

A "Normalization Period" will be no less than a [**]-day period beginning upon
completion of training (provided ACMS has met [**]% of the Quality Expected
Measured Parameters and [**]% of the Quantity Expected Measured Parameters as
defined in the Training and Normalization matrixes), during which ACMS can [**]
associated with the functions measured by the Measured Parameters in accordance
with the schedule as set forth below.

> [**]% upon later to occur of end of [**] of Normalization Period and
> achieving [**]% of the Quantity Expected Measured Parameters
>
> [**] upon later to occur of end of [**] of Normalization Period and
> achieving [**]% of the Quantity Expected Measured Parameters
>
> [**]% upon later to occur of end of [**] of Normalization Period and
> achieving [**]% of the Quantity Expected Measured Parameters
>
> [**]% upon later to occur of [**] of Normalization Period and
> achieving [**]% of the Quantity Expected Measured Parameters

In all cases, the [**] will require that ACMS is meeting [**]% of the Quality
Expected Measured Parameters.

4.1 [**]-ORIENTED ACTIVITIES ([**])

Following are Transition Criteria that will be included in each Phase Transition Plan, in accordance with the below terms. These will be used for all [**]-oriented activities that are part of [**].

1) RESOURCE PLAN

The resource plan will identify for each phase, the overall training and normalization prime/coordinator, the trainers and functional normalization primes, the Canadian operations management support primes and the Canadian SME's.

SAMPLE ATTACHED

Feedback: Bell Canada has a right to provide Feedback and must provide such Feedback within [**] days of delivery to Bell Canada of the Resource Plan. Such Feedback will consist of Bell verifying that the people assigned to perform the training and normalization tasks are [**]. ACMS is committed to correcting deficiencies in the Resource Plan identified by Bell Canada based upon the Feedback prior to the implementation of the Phase Transition Plan.

2) DOCUMENTATION AND JOB AIDS

The process [**] documentation captures all current 'as is' steps of every business operations function, including applications used, job aids for system access and processes including screen shots, functional touch and decision points, any and all process efficiencies where applicable.

The process documentation becomes the basis for the training documentation.

SAMPLE ATTACHED:
[**]   [**]

Feedback: Bell Canada has a right to provide Feedback and must provide such Feedback within [**] days of delivery to Bell Canada of the Documentation and Job Aids. Such Feedback will consist of Bell specifying deficiencies in level of detail, completeness and

clarity determined when comparing the standard of the Documentation and Job Aids
to the documentation used during the [**]. ACMS is committed to correcting
deficiencies in the Documentation and Job Aid identified by Bell Canada based
upon the Feedback prior to the implementation of the Phase Transition Plan.

3) TRAINING STRATEGY AND METRICS

The training strategies will detail, for each high level process and sub
process, how ACMS will go about training the new resources. It details the
following for each sub process being trained:

-   Training calendar detailing daily training sessions and required
    training hours per session

-   The strategy (how the training will be delivered)

    -   Actual strategy, i.e. delivered in production or training
        environment

    -   the volumes used for training (where applicable)

    -   how the work will be sent to the training site for training
        purposes as well as how it is sent back for validation

    -   QA verification strategy for work performed during training i.e.
        how work is sent back to Canada, timeframes to validate, process
        to track progress and identify issues

    -   required timelines to complete work being trained in production

    -   mitigation plan and timeframes to invoke said plans

    -   communication process when invoking mitigation plans

    -   expected quality and quantity metrics for each week of training

    -   Identification of whether the sub process being trained is [**]

The following sample includes both the training strategy and calendar as well as
normalization plan

(SAMPLE ATTACHED)
[**]

Feedback: Bell Canada has a right to provide Feedback and must provide such
Feedback within [**] days of delivery to Bell Canada of the Training Strategy
and Metrics. The Feedback shall specify deficiencies determined when comparing
the standard of the Training Strategy and Metrics document to the same document
used during the [**]. ACMS is committed to correcting deficiencies in the
Training Strategy and Metrics identified by Bell Canada based upon the Feedback
prior to the implementation of the Phase Transition Plan.

4) DEPLOYMENT/NORMALIZATION STRATEGY AND METRICS

The deployment strategies will detail, for each process and sub process where applicable:

- The current quantity and quality outputs measured in production as well as expected quality and quantity outputs for each week of deployment/normalization. The week in which [**]% of production is [**] is the week where expected metrics are [**].

- Identification of whether the sub process is [**]

- The actual strategy, i.e.

    - How the work will be split between locations and how the work performed in India will be received

    - Risks if expected productivity not met and detailed mitigation plans to meet productivity

    - Process to invoke mitigation plans

    - QA verification process, timelines, reporting and identification of issues

See Sample Template attached in previous section (appears in a designated deployment tabs inside the spreadsheet).

Feedback: Bell Canada has a right to provide Feedback and must provide such Feedback within [**] days of delivery to Bell Canada of the Deployment/Normalization Strategy and Metrics. [**] must be measured during the off-shoring (the "Measured Parameters") and will be set forth in such documentation. The Feedback on the Deployment/Normalization Strategy and Metrics will consist of general feedback and verification that [**] are being measured in the Measured Parameters. ACMS is committed to correcting deficiencies in the Measured Parameters identified by Bell Canada based upon the Feedback prior to the implementation of the Phase Transition Plan.

5) STATUS REPORTS/ISSUE LOGS AND WEEKLY METRICS TRACKING

During the training and normalization periods, daily status calls will occur between the primes in Canada and the primes in India to review the following:

- Daily work flow between sites going according to plan

- Training or deployment agendas and plans being adhered to, if not, ensure plans are updated accordingly (sometimes there could have been less work load in production than was expected and training sessions may need to be shifted around)

- Issue log

- Weekly metrics results

These calls are open for both ACMS and Bell primes.

SAMPLE ATTACHED:
[**]   [**]

Feedback : In general, Bell Canada shell provide Feedback on this documentation
during the [**] of such documentation and validate that the Measured Parameters
have been achieved,

    4.2 [**]-ORIENTED ACTIVITIES ([**])

The following operations teams, which are [**] but the nature of work they
perform is not "[**] based but rather [**] based will follow a separate criteria
than the one described in section 4.1 of this chapter:

File Transfer [**] Processing Operators, [**], UAT/OAT Operators, Production
[**].

However, all applicable review time periods and Feedback guidelines set forth in
section 4.1 apply as well to this section 4.2.

1) RESOURCE PLAN

As described in the previous section 4.1.

2) DOCUMENTATION AND JOB AIDS

Training for [**] teams will be based on operational run books (sample
attached), which describe in details the way to operate the system and perform
the duties requested during the shift.

SAMPLE ATTACHED
[**]

3) TRAINING STRATEGY AND METRICS

The training strategies will detail, for each high level process, how ACMS will
go about training the new resources. It details the following for each process
being trained:

-   Training calendar detailing daily training sessions and required
    training hours per session

- The strategy (how the training will be delivered)

    - Actual strategy, i.e. delivered in production or training
      environment

    - how the work will be sent to the training site for training
      purposes as well as how it is sent back for validation

    - QA verification strategy for work performed during training i.e.
      how work is sent back to Canada, timeframes to validate, process
      to track progress and identify issues

    - mitigation plan and timeframes to invoke said plans

    - communication process when invoking mitigation plans

    - Identification of whether the process being trained is [**]

SAMPLE ATTACHED
[**]   [**]

Note: The training period for [**] will be no less than [**] days.

4) DEPLOYMENT/NORMALIZATION STRATEGY

As described in the previous section (4.1.4).

5) STATUS REPORTS/ISSUE LOGS AND WEEKLY METRICS TRACKING

During the training and normalization periods, daily status calls will occur
between the primes in Canada and the primes in India to review the following:

- Daily work flow between sites going according to plan

- Training or deployment agendas and plans being adhered to, if not,
  ensure plans are updated accordingly (sometimes there could have been
  less work load in production than was expected and training sessions
  may need to be shifted around)

- Issue log

These calls are open for both ACMS and Bell primes.

The metrics used where described earlier in this paragraph (4.2.3).

    4.3 [**]-ORIENTED ACTIVITIES

For transitioned activities which are not [**] (such as [**], Infra [**]
Application, System [**], [**] Management, Reference [**] etc), a different set
of documentation will be used

(as the nature of the work is not subject to pre-defined [**] or measured "[**]). SMEs performing these tasks are [**] fields, and went thru the ACMS' methodologies for performing their tasks subject to ACMS' development standards and tools used.

For these activities, the following tracking mechanism will be used to ensure the employees have the required skill set for the task they should perform.

All applicable review time periods and feedback guidelines set forth in section 4.1 apply as well to this section 4.3.

1) RESOURCE PLAN

A job profile will be developed for every function. The job profile will include the skill set required and will be the base for the recruitment and training process. Amdocs will only recruit resources that match or exceed the applicable job profile.

SAMPLES ATTACHED
[**]

2) DOCUMENTATION AND JOB AIDS

Not applicable for [**]-oriented processes.

3) TRAINING STRATEGY AND METRICS

Upon training completion, which might include both courses and OJT, the Group Readiness Evaluation form will be used to asses the readiness of the team in India in comparison to the team performing the tasks today, and will be provided to Bell Canada.

SAMPLES ATTACHED (no redactions)
[**]

4) DEPLOYMENT/NORMALIZATION STRATEGY

As described in the previous section (4.1.4).

5) STATUS REPORTS/ISSUE LOGS AND WEEKLY METRICS TRACKING

During the training and normalization periods, daily status calls will occur between the primes in Canada and the primes in India to review the daily work flow between sites going according to plan.

These calls are open for both ACMS and Bell primes.

5   BCP - BUSINESS CONTINUITY PLAN

The main objective of the BCP is to assure continuous delivery of quality services to the customer in the following areas:

- Business Services

- On Going Support

A detailed specific business continuity plan will be delivered to Bell Canada as part of each Phase Transition Plan describing the business continuity measures ACMS will have in place for the Services being migrated as part of that phase.

BCP at the account level is planned in India on a three-level basis:

- BUILDING LEVEL: BCP at [**]- if an interruption to operations occurs in the ABSI building [**] operations will be recovered within few hours in the [**] building (building 2).

- SITE LEVEL: [**] (alternative location) - In case of a disaster affecting the entire [**] site, an alternate site within the city of [**] will be used.

- CITY LEVEL: Alternate city - In case of a disaster or interruption situation that affects the entire city of [**], the Operations will revert back to Montreal.

The structure of the off shoring (leaving portions of operations in Montreal) is also carefully planned in order to support BCP. Billing and Batch Operators currently functioning on separate areas ([**]) will be trained to support other activities (from either Canada or India) should the need arise.

The experienced Bus Ops resources remaining in Canada will take over the critical functions should a disaster occur off shore.

Another key factor around BCP is the communication. To that aspect, multiple redundant communication channels are utilized based on:

- International Communication based on several different channels.

- Redundant Communication Network between and within sites.

- Alternative solution for both Data and Voice.

- Refer to the Network Diagram (shown in Appendix F of this document).\

APPENDIX A: METRICS SAMPLE

[**]

APPENDIX B: TRACKING SAMPLE

[**]

APPENDIX C: PROCESS DOCUMENTATION SAMPLE

[**]

APPENDIX D: TRAINING PLAN SAMPLE

[**]

APPENDIX E: RUN BOOK SAMPLE

[**]

APPENDIX F: NETWORK DIAGRAM

[**]

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APPENDIX G: APPLICATIONS LIST & NATURE OF DATA

Function	APPLICATIONS LIST (When systems are used across different functions, detailed information provided only in the first function in which the application appears)	NATURE OF DATA (When systems are used across different functions, detailed information provided only in the first function in which the application appears)
- --------	--	--
[**]	___ [**]	___ [**]
[**]	[**]	___ [**]
[**]	[**]	___ [**]
[**]	[**]	___ [**]
[**]	[**]	___ [**]
[**]	___ [**]	___ [**]
[**]	[**]	___ [**]
[**]	[**]	___ [**]
[**]	[**]	___ [**]
[**]	[**]	___ [**]
[**]	[**]	___ [**]
[**]	[**]	___ [**]
[**]	___ [**]	___ [**]
[**]	[**]	___ [**]
[**]	___ [**]	___ [**]

ATTACHMENT B

AMDOCS ABSI

INTRODUCTION

This document describes the current level of Security at ABSI. The Amdocs site
is located in [**], India in the high-tech center of the city. The site is the
location of an Amdocs datacenter and as such, the building meets the Amdocs
datacenter standards.

PHYSICAL SECURITY:

The physical building in [**] adheres to the same physical security policies as
Amdocs [**]. [**] is used on the [**] as well as in restricted areas
(datacenter). Security guards are on duty [**]hr per day and monitor all [**] as
well as [**] of the premises.

ABSI uses the standard Amdocs employees electronic badge system for access in
and out of all building entry points. Accesses to restricted areas are also
protected by the electronic badge system.

The electronic infrastructure in India requires additional equipment to maintain
a steady level of power. Amdocs ABSI has implemented additional UPS and
generators to meet these requirements. The electronic backup systems are closely
monitored and maintained.

INFORMATION SECURITY:

ABSI has implemented the Amdocs Information Security Governance model (see p3)
and conforms to the Amdocs code of business ethics and privacy.

All ABSI employees have received Amdocs Information Security and privacy
awareness training. The site is currently working on the development and 3rd
level support for Bell Canada, as such; the employees who work on the Bell
account have received additional training regarding the account-specific
security requirements.

The network at ABSI is part of the Amdocs world wide network. As with all Amdocs
sites, the network is protected by firewalls limiting both the incoming and
outgoing network traffic. The ABSI network is [**], only the employees who
require access to the Bell Canada network receive access. Each employee who
supports Bell systems has a [**] for authentication.

An employee located in [**] who supports Bell does so via [**] servers. These
servers are located in the [**] between the Amdocs corporate network and the
[**] network. These [**] act as the [**] into the [**]. The [**] for
authentication to the [**] are managed by the [**] team to ensure [**].

Once authorised to the [**], the user opens [**] to authenticate to the [**].
The user then has the possibility of using other [**] depending on his/her
profile.

The desktop environment in ABSI is managed the same as in [**]. The same GPO policies are in use and the same protection tools are deployed. All desktop images that are used are from Corporate.

PURPOSE:

The purpose of the information technology security procedure is to determine the governing security and confidentiality policy and to outline the principles and rules to be followed by Amdocs personnel and other persons associated with the Company. This procedure refers to all Amdocs Information Security company procedures:

- Server Access Controls

- Securing Data on PCs

- Connection to and Working on the Internet

- Choosing Effective Passwords

- Anti-Virus Protection

- Use of Token Cards

- Repair/Destruction of Magnetic Media

- Connecting Customers and Visitors to the Company Network

- Use of Modems and of WiFi Cards

- Opening an Internal Information System User Account

- Information Security for Laptop

- Privileged Accounts

- Handling Customer's Production

- Incident Response

COMPANY POLICY

- The company allows Amdocs personnel access to confidential information for the performance of Amdocs duties that are assigned to them.

- Security and confidentiality of the customer and company information is a critical issue in current management and an important factor in business success.

- All the information to which employees are exposed is the exclusive property of Amdocs and/or the customer, and no one has the right to use it other than for company needs.

- Amdocs considers the personal responsibility for the security and confidentiality of information as an inseparable part of the employees' comprehensive obligation, commitment and loyalty, and relies on them.

- Amdocs considers all customer information as confidential, and subject to careful security and confidentiality.

- Amdocs confidential information as well as customer information is to be compartmentalised, and used in carefully distinguished environments.

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- Amdocs' implementation of the Information Security Policy will be based on periodical information security risk assessments.

- For the purpose of mitigating risks, and vulnerability handling, an information security work plan will be issued [**] based on an [**] risk assessment. This work plan will provide Amdocs with appropriate tools for the maintenance of a security updated Information System.

- Amdocs' Information Security Policy and all information security procedures will comply with the [**].

- Amdocs will define appropriate criteria for information security objectives implementation. A process for criteria fulfilment verification will be conducted periodically.

- In order to be capable of supervising information security and ongoing activities related to information security, Amdocs IT management will be provided with periodical information systems availability data (a monthly IT report).

- Any person that violates or breaches the comprehensive obligation and loyalty related to confidential information will be subject to severe sanctions, including employment termination and a civil suit for damages.

PRINCIPLES AND RULES

- EMPLOYEE RESPONSIBILITY

    - The employee is personally responsible for the security and confidentiality of both customer and Amdocs information to which he/she is exposed while working in the company.

    - The employee will take all necessary actions to ensure the security and confidentiality of the information.

    - The employee will not use any customer or Amdocs confidential information unless he/she was authorised to do so and then only to perform duties assigned by Amdocs.

    - Amdocs personnel are not allowed to disclose any customer or Amdocs authorised confidential information to an unauthorised agent at any time, during or after performing the duties.

    - Amdocs personnel are not allowed to disclose any confidential information, directly or indirectly, in any manner or form, to any third party or person or entity other than Amdocs authorised personnel.

    - It is forbidden to access, examine, inspect or look over any unauthorised Amdocs or customer information. This includes unauthorised access while connected to any network.

    - It is forbidden to take any kind of company or customer information outside Amdocs, unless this was authorised in advance.

    - When absent from their work environment for any reason, employees will make an effort to verify that any confidential information is well protected.

- Employees are obliged to report any security incidents through the appropriate management channels as quickly as possible.

- Employees must note and report any observed or suspected security weaknesses in, or threats to, systems or services, as quickly as possible.

- Employees must report any disclosure of confidential information.

- All employees and third party users of information should sign a main confidentiality agreement as part of their initial terms and conditions of employment, and will be committed to sign any additional non-disclosure agreement as needed.

- All employees are committed to act according to the published information security procedures and those that will be published from time to time.

- COMPANY RESPONSIBILITY

  - Amdocs will manage and compartmentalize confidential information as needed to prevent unauthorised disclosure, and will guide employees to act according to the same principles.

  - Amdocs will take all necessary actions to prevent accidental or unauthorised access to confidential information.

  - Amdocs will take all necessary actions to ensure peripheral protection to prevent any external access to company and customer information databases.

  - All Amdocs personnel (including third party users), will receive appropriate individual training and regular updates about the handling and protection of confidential information.

  - Amdocs will assure new employees receive appropriate training and all employees will receive periodical refreshment in handling and care procedures regarding security and confidentiality of information.

  - Amdocs will be committed to information security as follows:

    - Proper allocation of resources.

    - Policy "marketing" among Amdocs employees.

    - Periodical review of security requirement fulfilment by information security system.

  - All outsourcing contracts should include the following:

    - Arrangements to ensure that all parties involved in outsourcing, including subcontractors, are aware of their security responsibility regarding Amdocs and customer information.

    - Instructions for protecting and securing Amdocs' and customers' sensitive, confidential business information and intellectual property.

  - Amdocs ABSI is [**]

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ATTACHMENT C

BELL CODE OF FAIR INFORMATION PRACTICES AND BELL PRIVACY POLICY

(GRAPHIC)

(BELL LOGO)

(GRAPHIC)

(BELL LOGO)

Final

THE BELL COMMITMENT TO PRIVACY

At Bell, we know you are the reason we are in business. Our longstanding
commitment to safeguarding your right to privacy is the reason for our
reputation as a leader in the protection of customer privacy.

Each year, we ensure that our employees sign a code of business conduct that
requires the safeguarding and proper use of personal customer information. We
also place strict controls on the protection and use of personal information
within our systems and web sites and ensure that our employees are trained to
respect your privacy at all times.

The Bell Customer Privacy Policy and the Bell Code of Fair Information Practices
spell out the commitments of the Bell companies and the rights of customers
regarding personal information. They also comply fully with the Personal
Information Protection and Electronic Documents Act, which comes into effect on
January 1, 2001.

POLICY APPLIES TO BELL COMPANIES

The Bell Privacy Policy applies to the Bell Companies including, Bell Canada,
Bell Mobility, Bell ExpressVu, Bell Nexxia (provider of corporate IP broadband
network services), and Bell World or Espace Bell stores.

In addition to the Bell Privacy Policy, the Bell companies may also be subject
to the requirements of applicable legislation, tariffs and regulations and the
orders of any court or other lawful authority.

Any time you do business with any of these companies, or with anyone acting as
an agent on our behalf, you are protected by the rights and safeguards contained
in the Policy and Code.

THE BELL CODE OF FAIR INFORMATION PRACTICES

To ensure our commitment to your privacy is upheld, we have updated our existing policies and developed a formal privacy code setting out your rights and our obligations respecting the treatment of your personal information by the Bell companies. The Bell Code of Fair Information Practices (the Code) complies with the requirements of the Personal Information Protection and Electronic Documents Act as well as the Canadian Standards Association Model Code for the Protection of Personal Information. (A summary of the principles underlying the Code is included at the end of this privacy policy.) The Bell Customer Privacy Policy (the Policy) that you are reading is intended as a less formal summary of the approach of the Bell Companies to customer privacy, including the Bell Code of Fair Information Practices.

EMPLOYEES AND AGENTS

The Bell Code of Fair Information Practices also governs the behaviour of our employees and agents acting on our behalf. All of our employees who have access to personal information have been trained on the handling of such information. And, new employees receive training on privacy as a fundamental part of their initial company training. All of our employees must review and commit to the Bell Code of Fair Information Practices annually.

PERSONAL INFORMATION

Personal information is information about AN IDENTIFIABLE INDIVIDUAL. This includes information about your product and service subscriptions and usage. Publicly available information, such as a public directory listing of your name, address, telephone number, electronic address, is not considered to be personal information.

COLLECTING INFORMATION HELPS US SERVE YOU BETTER

The Bell companies collect personal information only for the following purposes:

- to establish and maintain responsible commercial relations with you and provide you with ongoing service;

- to understand your needs and eligibility for products & services;

- to recommend particular products & services to meet your needs;

- to develop, enhance, market or provide products and services;

- to manage and develop Bell's business and operations, including personnel and employment matters; and

- to meet legal and regulatory requirements.

Your personal information WILL NOT BE USED FOR ANY OTHER PURPOSE without your consent.

SHARING INFORMATION AMONG THE BELL COMPANIES HELPS US UNDERSTAND YOUR FULL NEEDS

The purpose for sharing information among the Bell companies is to help us identify your information, communication, and entertainment needs, and to provide you with relevant information, advice and solutions.

Should you identify incorrect or outdated information to us, we will make the necessary changes promptly.

OTHER PARTIES WITH WHOM THE BELL COMPANIES MAY SHARE PERSONAL INFORMATION

While our general policy is not to provide personal information to any party outside of the Bell companies, there are certain limited circumstances, outlined below, in which it is necessary to do so. When we do provide personal information to third parties, we provide only that information that is required in the circumstances. Information provided to third parties is used only for the purpose stipulated and is subject to strict terms of confidentiality. Employees of the companies to whom we may provide information must adhere to our privacy standards. Third parties include:

AN AGENT ACTING ON BEHALF OF BELL, such as a company hired to perform installation or maintenance on our behalf;

ANOTHER COMMUNICATIONS SERVICE PROVIDER, in order to offer efficient and effective communications services (e.g., to provide wireless service while roaming in another company's coverage area);

A COLLECTION AGENCY, for the express purpose of the collection of past due bills;

LAW ENFORCEMENT AGENCIES, in emergencies, for internal security matters, or where required by court order or search warrant; and

EMERGENCY SERVICES, in emergency situations.

THE BELL COMMITMENT TO PRIVACY

We take all of the necessary precautions to ensure the safeguarding of your information, whether it is stored electronically or in paper format. In all cases, information is retained in secure facilities, protected from unauthorized access and kept only as long as is reasonably required. For example, our electronic files are backed up for redundancy, password protected and accessible only by authorized employees, on a need-to-know basis.

USE OF 'COOKIES'

During user interaction with one of our Internet sites, we may use a browser feature called a 'cookie' to collect information anonymously and track user patterns on our web sites. A cookie is a small text file containing a unique identification number that identifies your browser - but not you - to our computers each time you visit one of our sites that uses cookies. Cookies tell us which pages of our sites are visited and by how many people. This helps us to enhance the on-line experience of visitors to our sites.

Unless you specifically advise us, we will not know who you are, even though we may assign your computer a cookie. We cannot use cookies, by themselves, to disclose the individual identity of any site user, and we never combine information gathered by a cookie with personally identifiable information like your name, telephone number, or even your e-mail address without your consent.

You will find that most major web sites use cookies and most major browsers are set up to accept them. If you wish, you can reset your browser either to notify you when you have received a cookie, or to refuse to accept cookies. You do not need cookies to visit Bell sites. However, if you refuse to accept cookies, you may not be able to use some of the features available on our sites such as personalization features.

PROTECTION OF CHILDREN ON-LINE

As an added protection for children, on any of our commercial web sites or online services directed to children under 13 years of age, we will obtain the permission of a parent or legal guardian before collecting, using or disclosing any personally-identifiable information about a child, e.g., for participation in contests or promotions.

PRIVACY-ENHANCING SERVICES OFFERED BY BELL

The Bell companies offer a number of services to help balance the privacy interests of customers and the people they call. You can find information about the Bell services (e.g., Call Privacy Service, Call Display, Private Name Display, Call Blocking, etc.) in the introductory pages of the telephone directory, by visiting WWW.BELL.CA or by visiting Bell World stores in Ontario or Espace Bell stores in Quebec. Bell Mobility offers digital wireless service and Call Display to provide additional privacy for your wireless calls. More information is available at WWW.BELLMOBILITY.CA and at Bell World or Espace Bell stores. Bell Nexxia offers solutions for Internet connectivity that allow you to maintain the privacy and security of your corporate electronic information. For more information, visit us at WWW.BELLNEXXIA.COM.

QUESTIONS OR CONCERNS

If you have questions or concerns about your privacy, you can contact us through one of the Bell company websites listed below or call us at the number shown on your bill. Our customer service representatives will assist you in resolving the situation.

BELL PRIVACY OMBUDSMAN

If you still have unresolved concerns with respect to the treatment of your personal information by one of the Bell companies, you may address these concerns, in writing, to the Bell Privacy Ombudsman, who has overall responsibility for the companies' compliance with this policy and applicable privacy restrictions.

You should write to:

The Office of the Privacy Ombudsman
105, rue de l'Hotel-de-Ville, 6e etage
Hull (Quebec) J8X 4H7
OMBUDSMAN@BELL.CA

FURTHER COMPLAINT PROCEDURE

If the Bell Privacy Ombudsman does not resolve the issue to your satisfaction,
you may file a complaint with the Privacy Commissioner of Canada by calling 1
800 282-1376 or writing to:

The Privacy Commissioner of Canada
112 Kent Street
Ottawa ON K1A 1H3
PRIVCAN@FOX.NSTN.CA

CUSTOMER CHOICE

You may decide that you prefer us not to share your personal information among
the Bell companies to promote products and services. If this is the case, you
may advise us by visiting one of our websites or by calling us at the number
shown on your bill.

OUR WEBSITES
WWW.BELL.CA
WWW.BELLMOBILITY.CA
WWW.BELLNEXXIA.COM
WWW.EXPRESSVU.COM

BELL CODE OF FAIR INFORMATION PRACTICES

SUMMARY OF PRINCIPLES

- ACCOUNTABILITY: The Bell companies are responsible for personal
  customer information under their control and shall designate one or
  more persons who are accountable for compliance with the following
  principles.

- IDENTIFYING PURPOSES FOR COLLECTION OF CUSTOMER INFORMATION: The Bell
  companies shall identify the purposes for which personal information
  is collected at or before the time the information is collected.

- OBTAINING CONSENT FOR COLLECTION, USE OR DISCLOSURE OF PERSONAL
  INFORMATION: The knowledge and consent of a customer or employee are
  required for the collection, use, or disclosure of personal
  information, except where inappropriate.

- LIMITING COLLECTION OF PERSONAL INFORMATION: The Bell companies shall
  limit the collection of personal to that which is necessary for the
  purposes identified. The Bell companies shall collect personal
  information by fair and lawful means.

- LIMITING USE, DISCLOSURE AND RETENTION OF PERSONAL INFORMATION: The
  Bell companies shall not use or disclose personal information for
  purposes other than those for which it was collected, except with the
  consent of the individual or as required by law. The Bell companies
  shall retain personal information only as long as necessary for the
  fulfillment of those purposes.

- ACCURACY OF PERSONAL INFORMATION: Personal information shall be as
  accurate, complete and up-to-date as is necessary for the purposes for
  which it is to be used.

- SECURITY SAFEGUARDS: The Bell companies shall protect personal
  information by security safeguards appropriate to the sensitivity of
  the information.

- OPENNESS CONCERNING POLICIES AND PRACTICES: The Bell companies shall
  make readily available to customers and employees specific information
  about its policies and practices relating to the management of
  personal information.

- CUSTOMER AND EMPLOYEE ACCESS TO PERSONAL INFORMATION: The Bell
  companies shall inform a customer or employee of the existence, use
  and disclosure of his or her personal information upon request and
  shall give the individual access to that information. A customer or
  employee shall be able to challenge the accuracy and completeness of
  the information and to have it amended as appropriate.

- CHALLENGING COMPLIANCE: A customer or employee shall be able to
  address a challenge concerning compliance with the above principles to
  the designated person or persons accountable for the Bell companies'
  compliance with the Code.

(GRAPHIC)

Bell
Code of Fair
Information Practices

The Bell Code of Fair Information Practices complies fully with the Personal
Information Protection and Electronic Documents Act incorporates the ten
principles of the Canadian Standards Association (CSA) Model Code for the
Protection Personal Information (CAN/CSA-Q830-96), which was published in March
1996 as a National Standard of Canada.

Certified by Quality Management Institute (QMI), a division of CSA, [insert date
of certification]

(BELL LOGO)

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INTRODUCTION

The Bell companies provide a full range of communications services. We are among the world's leading communications organizations, with core investments in telephone networks, both wired and wireless; Internet Protocol (IP)-based networks and solutions; electronic commerce; systems integration; directories and satellite networks. We are also a major player in high-speed internet access, web hosting and direct-to-home entertainment. Our vision sees us as "people reaching out to bring the world together through communications with leadership, innovation, teamwork and excellence".

The Bell Companies have long been committed to maintaining the accuracy, confidentiality, security and privacy of customer and employee personal information. This is reflected in existing privacy and confidentiality provisions found in various Bell policies and in applicable service rules approved by regulatory agencies over the years. It is also reflected in the high regard and trust with which customers and employees view the management of personal information by the Bell companies.

In March 1996, the new Canadian Standards Association Model Code for the Protection of Personal Information, CAN/CSA-Q830-96 (the "CSA Code"), was published as a National Standard of Canada. The Bell Companies have adopted the Bell Code of Fair Information Practices, to describe in detail how we subscribe to the principles of the CSA Code and the requirements of the Personal Information Protection and Electronic Documents Act.

The Bell Code of Fair Information Practices (the "Bell Code") is a formal statement of principles and guidelines concerning the minimum requirements for the protection of personal information provided by the Bell Companies to our customers and employees. The objective of the Bell Code is responsible and transparent practices in the management of personal information, in accordance with the National Standard and federal legislation.

The Bell companies will continue to review the Bell Code at least every five years to make sure it is relevant and remains current with changing technologies and laws and the evolving needs of the Bell Companies, our customers and employees.

Summary of Principles

1   PRINCIPLE 1 - ACCOUNTABILITY

     The Bell companies are responsible for personal information under their
     control and shall designate one or more persons who are accountable for
     compliance with the following principles.

2   PRINCIPLE 2 - IDENTIFYING PURPOSES FOR COLLECTION OF PERSONAL INFORMATION

     The Bell companies shall identify the purposes for which personal
     information is collected at or before the time the information is
     collected.

3   PRINCIPLE 3 - OBTAINING CONSENT FOR COLLECTION, USE OR DISCLOSURE OF
     PERSONAL INFORMATION

     The knowledge and consent of a customer or employee are required for the
     collection, use or disclosure of personal information, except where
     inappropriate.

4   PRINCIPLE 4 - LIMITING COLLECTION OF PERSONAL INFORMATION

     The Bell companies shall limit the collection of personal information to
     that which is necessary for the purposes identified. The Bell companies
     shall collect personal information by fair and lawful means.

5   PRINCIPLE 5 - LIMITING USE, DISCLOSURE AND RETENTION OF PERSONAL
     INFORMATION

     The Bell companies shall not use or disclose personal information for
     purposes other than those for which it was collected, except with the
     consent of the individual or as required by law. The Bell companies shall
     retain personal information only as long as necessary for the fulfillment
     of those purposes.

6   PRINCIPLE 6 - ACCURACY OF PERSONAL INFORMATION

     Personal information shall be as accurate, complete and up-to-date as is
     necessary for the purposes for which it is to be used.

7   PRINCIPLE 7 - SECURITY SAFEGUARDS

     The Bell companies shall protect personal information by security
     safeguards appropriate to the sensitivity of the information.

8   PRINCIPLE 8 - OPENNESS CONCERNING POLICIES AND PRACTICES

     The Bell companies shall make readily available to customers and employees
     specific information about its policies and practices relating to the
     management of personal information.

9   PRINCIPLE 9 - CUSTOMER AND EMPLOYEE ACCESS TO PERSONAL INFORMATION

     The Bell companies shall inform a customer or employee of the existence,
     use and disclosure of his or her personal information upon request and
     shall give the individual access to that information. A customer or
     employee shall be able to challenge the accuracy and completeness of the
     information and to have it amended as appropriate.

10   PRINCIPLE 10 - CHALLENGING COMPLIANCE

     A customer or employee shall be able to address a challenge concerning
     compliance with the above principles to the designated person or persons
     accountable for the Bell companies' compliance with the Code.

SCOPE AND APPLICATION

The 10 principles that form the basis of the Bell Code are interrelated and Bell shall adhere to the 10 principles as a whole. Each principle must be read in conjunction with the accompanying commentary. As permitted by the CSA Code, the commentary in the Bell Code has been tailored to reflect personal information issues specific to the Bell Companies.

The scope and application of the Bell Code are as follows:

-   The Bell Code applies to personal information about customers and employees of the Bell companies that is collected, used or disclosed by these companies.

-   The Bell Code applies to the management of personal information in any form whether oral, electronic or written.

-   The Bell Code does not impose any limits on the collection, use or disclosure of the following information by the Bell Companies:

    a)   information that is publicly available, such as a customer's name, address, telephone number and electronic address, when listed in a directory or made available through directory assistance; or

    b)   the name, title or business address or telephone number of an employee of an organization

-   The application of the Bell Code is subject to the requirements or provisions of any applicable legislation, regulations, tariffs or agreements (such as collective agreements), or the order of any court or other lawful authority.

DEFINITIONS

BELL COMPANIES - all companies providing communications services under the Bell
brand, including

> Bell Canada

> Bell Mobility

> Bell ExpressVu

> Bell Distribution Inc. (offering products and services through Bell World
> and Espace Bell stores)

> Bell ActiMedia (provider of SYMPATICO(TM) Internet access service and
> directory services such as white and YELLOW PAGES(TM))

> Bell Nexxia (provider of corporate IP broadband network services)

> And any successor company or companies of the above, as a result of
> corporate reorganization or restructuring.

COLLECTION - the act of gathering, acquiring, recording or obtaining personal
information from any source, including third parties, by any means.

CONSENT - voluntary agreement with the collection, use and disclosure of
personal information for defined purposes. Consent can be either express or
implied and can be provided directly by the individual or by an authorized
representative. Express consent can be given orally, electronically or in
writing but is always unequivocal and does not require any inference on the part
of the Bell companies. Implied consent is consent that can reasonably be
inferred from an individual's action or inaction.

CUSTOMER - an individual who

> (A) uses, or applies to use, the products or services of a Bell company;

> (B) corresponds with a Bell company; or

> (C) enters an contest sponsored by a Bell company.

DISCLOSURE - making personal information available to a third party.

EMPLOYEE - an employee or pensioner of a Bell company.

PERSONAL INFORMATION - information about an identifiable individual but not
aggregated information that cannot be associated with a specific individual.

> For a CUSTOMER, such information includes a customer's credit information,
> billing records, service and equipment, and any recorded complaints.

> For an EMPLOYEE, such information includes information found in personal
> employment files, performance appraisals and medical and benefits
> information.

THIRD PARTY - an individual other than the customer or his agent or an
organization other than the Bell companies

USE - the treatment, handling, and management of personal information by the
Bell companies.

Bell ExpressVu is a Limited Partnership
Sympatico is a trade-mark of Bell ActiMedia Inc. used under licence
Yellow Pages is a trade-mark of Bell ActiMedia Inc. used under licence

THE BELL CODE IN DETAIL

PRINCIPLE 1 - ACCOUNTABILITY

The Bell companies are responsible for personal information under their control and shall designate one or more persons who are accountable for the companies' compliance with the following principles.

1.1 Responsibility for ensuring compliance with the provisions of the Bell Code rests with the senior management of the Bell Companies, which shall designate one or more persons to be accountable for compliance with the Bell Code. Other individuals within Bell Companies may be delegated to act on behalf of the designated person(s) or to take responsibility for the day-to-day collection and processing of personal information.

1.2 The Bell Companies shall make known, upon request, the title of the person or persons designated to oversee the companies' compliance with the Bell Code.

The Bell Companies have designated the Bell Privacy Ombudsman to oversee compliance with the Bell Code. The Bell Privacy Ombudsman can be contacted at

    Bell Privacy Ombudsman
    6th Floor
    105 rue Hotel-de-Ville
    Hull, Quebec
    J8X 4H7
    OMBUDSMAN@BELL.CA

1.3 The Bell Companies are responsible for personal information in their possession or control, including information that has been transferred to a third party for processing. The Bell Companies shall use appropriate means to provide a comparable level of protection while information is being processed by a third party (see Principle 7).

1.4 The Bell Companies have implemented policies and procedures to give effect to the Bell Code, including:

    a) implementing procedures to protect personal information and to oversee the company's compliance with the Bell Code;

    b) establishing procedures to receive and respond to inquiries or complaints;

    c) training and communicating to staff about the company's policies and practices; and

    d) developing public information to explain the company's policies and practices.

PRINCIPLE 2 - IDENTIFYING PURPOSES FOR COLLECTION OF PERSONAL INFORMATION

The Bell Companies shall identify the purposes for which personal information is collected at or before the time the information is collected.

2.1 The Bell Companies collect personal information only for the following purposes:

    a) To establish and maintain responsible commercial relations with customers and to provide ongoing service;

    b) To understand customer needs;

    c) To develop, enhance, market or provide products and services;

    d) To manage and develop their business and operations, including personnel and employment matters; and

    e) To meet legal and regulatory requirements.

    Further references to "identified purposes" mean the purposes identified in this Principle 2.

2.2 The Bell Companies shall specify orally, electronically or in writing the identified purposes to the customer or employee at or before the time personal information is collected. Upon request, persons collecting personal information shall explain these identified purposes or refer the individual to a designated person within the Bell Companies who shall explain the purposes.

2.3 Unless required by law, the Bell Companies shall not use or disclose, for any new purpose, personal information that has been collected without first identifying and documenting the new purpose and obtaining the consent of the customer or employee.

PRINCIPLE 3 - OBTAINING CONSENT FOR COLLECTION, USE OR DISCLOSURE OF PERSONAL INFORMATION

The knowledge and consent of a customer or employee are required for the collection, use or disclosure of personal information, except where inappropriate.

3.1   In certain circumstances personal information can be collected, used or disclosed without the knowledge and consent of the individual. For example, the Bell Companies may collect or use personal information without knowledge or consent if it is clearly in the interests of the individual and consent cannot be obtained in a timely way, such as when the individual is a minor, seriously ill or mentally incapacitated.

The Bell Companies may also collect, use or disclose personal information without knowledge or consent if seeking the consent of the individual might defeat the purpose of collecting the information such as in the investigation of a breach of an agreement or a contravention of a federal or provincial law.

The Bell Companies may also use or disclose personal information without knowledge or consent in the case of an emergency where the life, health or security of an individual is threatened.

The Bell Companies may disclose personal information without knowledge or consent to a lawyer representing the companies, to collect a debt, to comply with a subpoena, warrant or other court order, or as may be otherwise required by law.

3.2   In obtaining consent, the Bell Companies shall use reasonable efforts to ensure that a customer or employee is advised of the identified purposes for which personal information will be used or disclosed. Purposes shall be stated in a manner that can be reasonably understood by the customer or employee.

3.3   Generally, the Bell Companies shall seek consent to use and disclose personal information at the same time it collects the information. However, the Bell Companies may seek consent to use and disclose personal information after it has been collected but before it is used or disclosed for a new purpose.

3.4   The Bell Companies will require customers to consent to the collection, use or disclosure of personal information as a condition of the supply of a product or service only if such collection, use or disclosure is required to fulfill the identified purposes.

3.5   In determining the appropriate form of consent, the Bell Companies shall take into account the sensitivity of the personal information and the reasonable expectations of its customers and employees.

3.6   In general, the use of products and services by a customer, or the acceptance of employment or benefits by an employee, constitutes implied consent for the Bell Companies to collect, use and disclose personal information for all identified purposes.

3.7   A customer or employee may withdraw consent at any time, subject to legal or contractual restrictions and reasonable notice. Customers and employees may contact the Bell Companies for more information regarding the implications of withdrawing consent.

PRINCIPLE 4 - LIMITING COLLECTION OF PERSONAL INFORMATION

The Bell Companies shall limit the collection of personal information to that
which is necessary for the purposes identified by the company.

The Bell Companies shall collect personal information by fair and lawful means.

4.1 the Bell Companies collect personal information primarily from their
     customers or employees.

4.2 the Bell Companies may also collect personal information from other sources
     including credit bureaus, employers or personal references, or other third
     parties that represent that they have the right to disclose the
     information.

PRINCIPLE 5 - LIMITING USE, DISCLOSURE AND RETENTION OF PERSONAL INFORMATION

The Bell Companies shall not use or disclose personal information for purposes other than those for which it was collected, except with the consent of the individual or as required by law. The Bell Companies shall retain personal information only as long as necessary for the fulfillment of the purposes for which it was collected.

5.1 In certain circumstances personal information can be collected, used or disclosed without the knowledge and consent of the individual. (See Principle 3.1)

5.2 In addition, the Bell Companies may disclose a customer's personal information to:

a)   another telecommunications company for the efficient and effective provision of telecommunications services;

b)   a company involved in supplying the customer with communications or communications directory related services;

c)   another person for the development, enhancement, marketing or provision of any of the products or services of the Bell Companies;

d)   an agent retained by the Bell Companies in connection with the collection of the customer's account;

e)   credit grantors and reporting agencies;

f)   a person who, in the reasonable judgment of the Bell Companies, is seeking the information as an agent of the customer; and

g)   a third party or parties, where the customer consents to such disclosure or disclosure is required by law.

5.3 The Bell Companies may disclose personal information about its employees:

a)   for normal personnel and benefits administration;

b)   in the context of providing references regarding current or former employees in response to requests from prospective employers; or

c)   where disclosure is required by law.

5.4 Only those employees of the Bell Companies who require access for business reasons, or whose duties reasonably so require, are granted access to personal information about customers and employees.

5.5   The Bell Companies shall keep personal information only as long as it
      remains necessary or relevant for the identified purposes or as required by
      law. Depending on the circumstances, where personal information has been
      used to make a decision about a customer or employee, the Bell Companies
      shall retain, for a period of time that is reasonably sufficient to allow
      for access by the customer or employee, either the actual information or
      the rationale for making the decision.

5.6   The Bell Companies shall maintain reasonable and systematic controls,
      schedules and practices for information and records retention and
      destruction which apply to personal information that is no longer necessary
      or relevant for the identified purposes or required by law to be retained.
      Such information shall be destroyed, erased or made anonymous.

PRINCIPLE 6 - ACCURACY OF PERSONAL INFORMATION

Personal information shall be as accurate, complete and up-to-date as is
necessary for the purposes for which it is to be used.

6.1   Personal information used by the Bell Companies shall be sufficiently
      accurate, complete and up-to-date to minimize the possibility that
      inappropriate information may be used to make a decision about a customer
      or employee.

6.2   The Bell Companies shall update personal information about customers and
      employees as and when necessary to fulfill the identified purposes or upon
      notification by the individual.

PRINCIPLE 7 - SECURITY SAFEGUARDS

The Bell Companies shall protect personal information by security safeguards
appropriate to the sensitivity of the information.

7.1   The Bell Companies shall protect personal information against such risks as
      loss or theft, unauthorized access, disclosure, copying, use, modification
      or destruction, through appropriate security measures. The Bell Companies
      shall protect the information regardless of the format in which it is held.

7.2   The Bell Companies shall protect personal information disclosed to third
      parties by contractual agreements stipulating the confidentiality of the
      information and the purposes for which it is to be used.

7.3   All employees of the Bell Companies with access to personal information
      shall be required as a condition of employment to respect the
      confidentiality of personal information.

PRINCIPLE 8 - OPENNESS CONCERNING POLICIES AND PRACTICES

The Bell Companies shall make readily available to customers and employees
specific information about its policies and practices relating to the management
of personal information.

8.1   The Bell Companies shall make information about its policies and practices
      easy to understand, including:

      a)   The title and address of the person or persons accountable for the
           companies' compliance with the Bell Code and to whom inquiries or
           complaints can be forwarded;

      b)   The means of gaining access to personal information held by the
           companies; and

      c)   A description of the type of personal information held by the
           companies, including a general account of its use.

8.2   The Bell Companies shall make available information to help customers and
      employees exercise choices regarding the use of their personal information
      and the privacy-enhancing services available from the company.

PRINCIPLE 9 - CUSTOMER AND EMPLOYEE ACCESS TO PERSONAL INFORMATION

The Bell Companies shall inform a customer or employee of the existence, use and disclosure of his or her personal information upon request and shall give the individual access to that information.

A customer or employee shall be able to challenge the accuracy and completeness of the information and have it amended as appropriate.

9.1   Upon request, the Bell Companies shall afford to a customer or an employee a reasonable opportunity to review the personal information in the individual's file. Personal information shall be provided in understandable form within a reasonable time and at minimal or no cost to the individual.

9.2   In certain situations, the Bell Companies may not be able to provide access to all of the personal information that they hold about a customer or employee. For example, the Bell Companies may not provide access to information if doing so would likely reveal personal information about a third party or could reasonably be expected to threaten the life or security of another individual. Also, the Bell Companies may not provide access to information if disclosure would reveal confidential commercial information, if the information is protected by solicitor-client privilege, if the information was generated in the course of a formal dispute resolution process, or if the information was collected in relation to the investigation of a breach of an agreement or a contravention of a federal or provincial law. If access to personal information cannot be provided, the Bell Companies shall provide the reasons for denying access upon request.

9.3   Upon request, the Bell Companies shall provide an account of the use and disclosure of personal information and, where reasonably possible, shall state the source of the information. In providing an account of disclosure, the Bell Companies shall provide a list of organizations to which it may have disclosed personal information about the individual when it is not possible to provide an actual list.

9.3   In order to safeguard personal information, a customer or employee may be required to provide sufficient identification information to permit the Bell Companies to account for the existence, use and disclosure of personal information and to authorize access to the individual's file. Any such information shall be used only for this purpose.

9.4   The Bell Companies shall promptly correct or complete any personal information found to be inaccurate or incomplete. Any unresolved differences as to accuracy or completeness shall be noted in the individual's file. Where appropriate, the Bell Companies shall transmit to third parties having access to the personal information in question any amended information or the existence of any unresolved differences.

9.5   A customer can obtain information or seek access to his or her individual file by contacting a designated representative at one of the Bell Companies' business offices.

9.6   An employee can obtain information or seek access to his or her individual file by contacting his or her immediate supervisor within the applicable Bell Company.

PRINCIPLE 10 - CHALLENGING COMPLIANCE

A customer or employee shall be able to address a challenge concerning
compliance with the above principles to the designated person or persons
accountable for the compliance of the Bell Companies with the Bell Code.

10.1 The Bell Companies shall maintain procedures for addressing and responding
     to all inquiries or complaints from its customers and employees about the
     companies' handling of personal information.

10.2 The Bell Companies shall inform their customers and employees about the
     existence of these procedures as well as the availability of complaint
     procedures.

10.3 The person or persons accountable for compliance with the Bell Code may
     seek external advice where appropriate before providing a final response to
     individual complaints.

10.4 The Bell Companies shall investigate all complaints concerning compliance
     with the Bell Code. If a complaint is found to be justified, the company
     shall take appropriate measures to resolve the complaint including, if
     necessary, amending its policies and procedures. A customer or employee
     shall be informed of the outcome of the investigation regarding his or her
     complaint.

For more information on the Bell Companies' commitment to privacy, contact any
of the Bell Companies at the number shown on your monthly bill, or contact us
through one of the following websites:

     WWW.BELL.CA
     WWW.BELLMOBILITY.CA
     WWW.BELLNEXXIA.COM
     WWW.BELLACTIMEDIA.COM
     WWW.EXPRESSVU.COM

For copies of the CSA Model Code for the Protection of Personal Information
contact:

     Canadian Standards Association 178
     Rexdale Blvd.
     Etobicoke, Ontario
     M9W 1R3

(BELL LOGO)

ANNEX D

SERVICE LEVEL AGREEMENT

FARMOSA

SERVICE LEVEL AGREEMENT

TABLE OF CONTENTS

1   INTRODUCTION

1.1 IMPLEMENTATION

This Service Level Agreement (referred to herein as "THIS AGREEMENT") replaces the existing service level regime under the Further Amended and Restated Master Outsourcing Services Agreement (the "FARMOSA") dated as of July 1, 2003 between Bell Canada ("BELL") and Amdocs Canadian Managed Services Inc. (formerly Certen Inc., and referred to herein as "ACMS") with the Service Level regime set forth herein. Bell and ACMS are each referred to herein as a "PARTY" and collectively as the "PARTIES".

In order to implement this Agreement, the following consequential amendments are hereby made to the FARMOSA as of the Effective Date:

> (i)   Sections 7.3, 7.4, 7.6, 7.9, and Exhibit C-1 and Exhibit C-2, of the FARMOSA are hereby deleted in their entirety;

> (ii) the portion of the fourth sentence of Section 21.2 of the FARMOSA which reads "(subject to Section 3.9.3 of Exhibit C-1 and Section X of Exhibit C-2)" is hereby deleted;

> (iii) the definition of the term "Service Levels" in the FARMOSA is hereby deleted and replaced with the definition in Part One of this Agreement below;

> (iv) the reference to the defined term "Penalty Rebates" and the term "Section 7" in Section 12.1 of the FARMOSA are each hereby deleted;

> (v)   the reference to the defined term "Penalty Rebates" in Section 25.1(A) of the FARMOSA is hereby replaced with the words "Performance Credits and Additional Performance Credits";

> (vi) the beginning of Section 18.2 of the FARMOSA that reads "Subject to Section 3.9.3 of Exhibit C-1 and Section X of C-2" is replaced with a reference to Section I.7.1 of this Agreement;

> (vii) the [**] referenced in Section 9.1 of the FARMOSA for the [**] year of the Term is changed to the [**] year of the Term (i.e. the year [**]), and unless otherwise mutually agreed, the Parties will use commercially reasonable efforts to complete and implement such survey by [**]; and

> (viii) all references in the FARMOSA to Exhibits C-1 and C-2 of the FARMOSA that are not otherwise amended above are hereby deleted and replaced with a reference to this Agreement.

The Parties agree that the implementation of this Agreement shall [**] and that Section 5.5a of the FARMOSA shall not apply (i.e., the Parties acknowledge that this Agreement does not create any Supplemental Obligations, as that term is defined in the FARMOSA). Except as expressly

set forth in Section II.1.4 below, changes to this Agreement requested by Bell shall be subject to the Change Order Process.

1.2 EFFECTIVE DATE

The Service Levels set forth herein shall take effect on [**] (the "EFFECTIVE DATE").

1.3 ORGANIZATION OF THIS AGREEMENT

Part One of this Agreement sets forth the agreement between the Parties relating to Critical Service Levels (CSLs) and Important Service Levels (ISLs) (as those terms are defined below), against which ACMS's performance of certain of the Services will be measured. ACMS agrees to perform each Service for which a Critical Service Level or an Important Service Level has been established at no less than the applicable Expected Service Level (as defined below) for that CSL or ISL.

Part Two of this Agreement contains general provisions applicable to Part One of this Agreement.

1.4 ATTACHMENTS

The following Attachments are attached hereto and incorporated herein by reference:

     Attachment SLA-A Critical Service Levels

     Attachment SLA-B Important Service Levels

     Attachment SLA-C Reports

     Attachment SLA-D Service Levels Descriptions

     Attachment SLA-E Service Level Root Cause Analysis Report

1.5 TIME

Unless otherwise expressly stated herein, all times herein are in Eastern Time.

1.6 CALENDAR MONTHS

All references herein to a "month" shall be deemed to mean a calendar month unless otherwise expressly stated.

PART ONE - FARMOSA BILLING OPERATIONS SERVICE LEVELS

1   DEFINITIONS

1.1 DEFINITIONS

Capitalized terms used in this Part One of this Agreement and not defined in
this Section I.1.1 or Attachment SLA-D (Service Level Descriptions) will have
the meaning set forth in the FARMOSA.

All section references in this Agreement which refer to Sections in Part One of
this Agreement shall be formatted as follows: Section I.___. All section
references in this Agreement which refer to Sections in Part Two of this
Agreement shall be formatted as follows: Section II.___.

In this Part One of this Agreement:

"ADDITIONAL PERFORMANCE CREDIT" has the meaning set out in Section I.2.1(f) of
Part One of this Agreement.

"AT RISK AMOUNT" means, for any calendar month during the Term, an amount equal
to the At Risk Percentage multiplied by the Total Monthly Charges.

"AT RISK PERCENTAGE" means [**] percent ([**]%).

"BAN" means the billing account number assigned to a Subscriber's account. A
Subscriber may have more than one BAN if the Subscriber subscribes for more than
one service.

"BILL" means, for each BAN, a print-ready bill image file in the bill format
specified by Bell or an e-mail ready electronic statement in the format
specified by Bell, in each case containing billing information for that BAN for
a Billing Period.

"BILL CATEGORY" means each of [**] Bills.

"BILL DATE" means the first day following the end of a Billing Period for
Mobility Bills, Sympatico Bills and Enterprise Services Bills and, for Legacy
Bills, the current billing date established by the requirements of the Canadian
Radio-Television and Telecommunications Commission.

"BILL ERROR" means any of the following errors, defects or mistakes in a Legacy
Bill, Mobility Bill, Sympatico Bill, Conso Bill or Enterprise Services Bill:

    (a) a mistake in the [**];

    (b) incorrect bill details (e.g. a call for which the displayed [**] is
         incorrect even though [**] for that call is correct);

    (c)   missing [**] details even if the [**] is correct (excluding calls in
          "Error Management");

    (d)   if the [**] of the Bill does [**] the [**];

    (e)   in the case of a Conso Bill, if all required Bill Categories [**] are
          not included in the Conso Bill [**];

    (f)   errors in [**] and [**] and [**] calculation errors;

    (g)   Bills with missing or incorrect [**]; and

    (h)   such other errors, defects or mistakes that the Parties may mutually
          agree from time to time are bill errors.

"BILLING CYCLE" means the period of time in which Bills are processed for a
particular group of accounts.

"BILLING PERIOD" means the period of time for which an account is billed as
specified by Bell.

"CONSO" means the [**] platform, as such platform may evolve during the Term.

"CONSO BILL DATE" means the bill date of a Conso Bill assigned to such Conso
Bill by Conso.

"CONSO BILLS" means (i) Bills which are processed by Conso, including the [**]
and [**] of [**] of any of [**] into one consolidated Bill known as [**]; and
(ii) [**]. Each Conso Bill (including [**]) is assigned a new [**].

"CONTRACT YEAR" shall mean each calendar year of the Term, with the first
Contract Year being the period beginning on the Effective Date and ending on
December 31, 2006, and the final Contract Year ending on the date of termination
or expiration of the FARMOSA.

"CRITICAL SERVICE LEVEL" or "CSL" means a measurable aspect of performance
specified in Attachment SLA-A (Critical Service Levels) and Attachment SLA-D
(Service Levels Descriptions) with respect to certain Services for each
Performance Category for each Bill Category or Environment, as applicable, for
which a Performance Credit and Additional Performance Credit may be payable.
Each CSL consists of an Expected Service Level and a Minimum Service Level.

"CSL ALLOCATION PERCENTAGE" for a CSL means that portion of the Performance
Category Allocation Percentage, expressed as a percentage, allocated to the CSL
in Attachment SLA-A (Critical Service Levels) for the purpose of calculating
Performance Credits. The sum of the CSL Allocation Percentages within each
Performance Category shall equal [**] percent ([**]%).

"EARNBACK CREDIT" has the meaning set out in Section I.2.2 (Earnback Credits) of
Part One of this Agreement.

"ENTERPRISE SERVICES BILLS" means Bills processed by [**] for such [**]
customers as are designated by Bell from time to time, excluding [**] Bills.

"ENVIRONMENT" means each of [**].

"EXPECTED SERVICE LEVEL" means the expected level of performance specified in Attachment SLA-A (Critical Service Levels) or Attachment SLA-B (Important Service Levels) with respect to certain Services for which a Service Level is established therein.

"IMPORTANT SERVICE LEVEL" or "ISL" means a measurable aspect of performance specified in Attachment SLA-B (Important Service Levels) and Attachment SLA-D (Service Levels Descriptions) with respect to certain Services for a Bill Category or Environment, as applicable, for which no Performance Credit is payable, but which are important to Bell's business. Each ISL consists of an Expected Service Level only.

"GRACE PERIOD MINIMUM SERVICE LEVEL" means [**]%.

"INCIDENT" means a single event, problem or incident that has caused an adverse impact on the functionality or operation of the Systems or an interruption or a reduction in the performance of any Services.

"INVOICE" means (i) [**] which are printed and placed in an envelope or package with proper postage and with such attachments as are specified by Bell and (ii) [**] and attachments which are put onto CD-ROM or such other type of electronic format as Bell may specify.

"INVOICE ERROR" means: (i) any of the following errors, mistakes or defects in an Invoice which effectively prevent the [**] without correction or further information: (A) any part of the Invoice is [**] (e.g. because font or printing is [**], or the print on the Invoice is [**]), (B) the Invoice contains the incorrect [**], or (C) the [**] is not properly [**] and cannot be read by a [**]; or (ii) such other errors, defects or mistakes that the Parties may mutually agree from time to time are invoice errors.

"LEGACY" means the [**] platform which hosts the Legacy applications, as such platform may evolve during the Term.

"LEGACY BILLS" means Bills processed by Legacy, including Bills processed for the [**] line of business.

"MEASUREMENT WINDOW" means the period of time during which ACMS's performance of the Services for a Service Level will be measured as specified in Attachment SLA-A (Critical Service Levels) and Attachment SLA-B (Important Service Levels).

"MINIMUM SERVICE LEVEL" means the minimum level of performance specified in Attachment SLA-A (Critical Service Levels) with respect to certain Services for each Performance Category for each Bill Category or Environment, as applicable, for which a Service Level is established.

"MOBILITY BILLS" means Bills processed by NM1 for the cellular line of business of the Persons authorized to use the Services for both consumer and business customers.

"NM1" means the "NM1" platform, as such platform may evolve during the Term.

"PERFORMANCE CATEGORY" means each of the categories identified as "Performance Categories" in Attachment SLA-A (Critical Service Levels).

"PERFORMANCE CATEGORY ALLOCATION PERCENTAGE" for a Performance Category means that portion of the At Risk Percentage, expressed as a percentage, allocated to the Performance Category in Attachment SLA-A (Critical Service Levels). The sum of the Performance Category Allocations shall equal [**] percent ([**]%).

"PERFORMANCE CREDIT" means an amount calculated in accordance with Part One of this Agreement to be paid to Bell by ACMS in connection with Service Level Failures.

"ROOT CAUSE ANALYSIS" means an analysis process undertaken to identify and quantify the underlying cause(s) of an Incident, and to document the necessary corrective actions to be taken to prevent recurring Incidents and/or trends which could result in Incidents, including the prompt completion by ACMS and delivery to Bell of a Service Level Root Cause Analysis report in the form attached as Attachment SLA-E (Service Level Root Cause Analysis Report).

"SERVICE LEVEL DEFAULT" has the meaning given to it in Section I.7.1(a).

"SERVICE LEVELS" means the Critical Service Levels and the Important Service Levels.

"SERVICE LEVEL FAILURE" means, with respect to a Critical Service Level, each calendar month during the Term that ACMS:

(a) performs such CSL at a level equal to or greater than the applicable [**], but below the applicable [**], and such month constitutes the [**] in any [**] period in which ACMS has performed such CSL for the same Bill Category or Environment at a level which is equal to or greater than the [**], but below the applicable [**]; or

(b) performs such CSL at a level which is less than the applicable [**] or, as prescribed in Section II.1.9 below, the [**] if applicable.

"SINGLE" means (i) [**] which is initially processed in either the [**], respectively, and which is re-formatted but not [**] or (ii) a Bill for [**] services which is re-formatted but not [**] in Conso.

"SUBSCRIBER" means any customer, whether a consumer or business, of Bell or any of the Persons authorized to use the Services.

"SURVEY" has the meaning set out in Section II.1.5 (Customer Satisfaction Survey).

"SP VOICE" means the "SP Voice" platform, as such platform may evolve during the Term.

"SYMPATICO" means the "Sympatico/IAF" platform, as such platform may evolve during the Term.

"SYMPATICO BILLS" means Bills processed by Sympatico.

"TOTAL MONTHLY CHARGES" means the total amount of all Base Fees invoiced by ACMS to Bell for all Services provided in the relevant calendar month pursuant to the FARMOSA.

2   PERFORMANCE CREDITS AND EARNBACK CREDITS FOR CRITICAL SERVICE LEVELS

2.1 PERFORMANCE CREDITS FOR SERVICE LEVEL FAILURES

(a) General.

This Section I.2.1 outlines the circumstances under which Bell will be entitled to Performance Credits and Additional Performance Credits for Service Level Failures which will, subject to ACMS's ability to earn off-setting Earnback Credits as set forth in Section I.2.2, be paid by ACMS to Bell.

(b) Genuine Estimate.

The Performance Credits and Additional Performance Credits have been designed to encourage the consistent and timely delivery of the Services. The Parties agree that the Performance Credits and Additional Performance Credits provided for herein reflect a genuine estimate of the diminution in the value of the Services that will result from a Service Level Failure. The Parties further agree that the Performance Credits and the Additional Performance Credits do not constitute, nor shall they be construed or interpreted as being, penalties.

(c) Performance Credits.

If a Service Level Failure occurs in any calendar month during the Term in respect of any Critical Service Level, ACMS shall pay a Performance Credit to Bell in accordance with this Section I.2.1 and Section I.3.1. ACMS's performance with respect to each CSL will be measured in accordance with and reported in the reports specified in Section I.4 (Reporting) of this Part One.

(d) Calculation of Performance Credits.

For each Service Level Failure, ACMS will provide to Bell a Performance Credit computed in accordance with the following formula:

Performance Credit = A X B X C X D

Where:

A = the Performance Category Allocation Percentage specified in Attachment SLA-A (Critical Service Levels) for the Performance Category containing the applicable CSL;

B = the CSL Allocation Percentage specified in Attachment SLA-A (Critical Service Levels) for the applicable CSL;

        C = the At Risk Percentage; and

        D = the [**] for the month in which the Service Level Failure occurs.

An example of the calculation of a Performance Credit is set out below:

    Assume that a Service Level Failure occurs when ACMS fails to meet the Minimum Service Level with respect to [**] for Sympatico Bills in the Performance Category "[**]". Assume further that ACMS's [**] for the month in which the Service Level Failure occurred were $[**], the CSL Allocation Percentage for that CSL is [**]% and the Performance Category Allocation Percentage for that Performance Category is [**]%. The Performance Credit due to Bell for such Service Level Failure would be $[**] and would be calculated as follows:

        A = [**]% (the Performance Category Allocation Percentage); multiplied by

        B = [**]% (the CSL Allocation Percentage); multiplied by

        C = [**]% (the At Risk Percentage); multiplied by

        D = $[**];

        Equals $[**].

(e) Monthly Sum.

If more than one Service Level Failure occurs in a single month, the sum of the corresponding Performance Credits will be paid to Bell as set forth in Part One of this Agreement subject to the limitations set forth in Section I.2.1(g) (Monthly Limit).

(f) Additional Performance Credits for Subsequent Service Level Failures.

Subject to Section I.2.1(g) (Monthly Limit), if there occurs a Service Level Failure in [**] or more consecutive months in respect of the same Critical Service Level for the same Bill Category or Environment, in addition to the Performance Credit for the Service Level Failure earned in the second or more consecutive months, ACMS shall provide Bell with a further amount (an "ADDITIONAL PERFORMANCE CREDIT") in respect of each subsequent consecutive month equal to:

    (i) for the [**] month in which such Service Level Failure occurs, the amount of the Performance Credit earned by Bell for such Service Level Failure in accordance with Section I.2.1(d) divided by [**]; and

    (ii) for the [**] month in which such Service Level Failure occurs, the amount of the Performance Credit earned by Bell for such Service Level Failure in accordance with Section I.2.1(d).

For example, using the example in Section I.2.1(d) above, if ACMS failed to meet the Sympatico [**] Minimum Service Level in [**] consecutive months, Bell would be entitled to a

Performance Credit of $[**] for the first failure, a Performance Credit of $[**] plus an Additional Performance Credit of $[**] for the [**] consecutive failure, and a Performance Credit of $[**] plus an Additional Performance Credit of $[**] for the [**] consecutive failure.

ACMS may earn an Earnback Credit in accordance with Section I.2.2 (Earnback Credit) which will be used to offset and cancel the related Performance Credit and Additional Performance Credit (but only for the most recent month in respect of which a Performance Credit and an Additional Performance Credit was incurred).

(g) Monthly Limit.

The total amount of all Performance Credits and Additional Performance Credits to be paid to Bell for Service Level Failures in any single calendar month shall not exceed the [**] Amount for such month.

(h) Annual Limit.

The total amount of all Performance Credits and Additional Performance Credits paid to Bell for Service Level Failures in any Contract Year shall not exceed $[**].

(i) Payment of Performance Credits and Additional Performance Credits.

The Performance Credit and Additional Performance Credit, if any, for each Service Level Failure shall, subject to Section I.2.1(g) (Monthly Limit), Section I.2.1(h) (Annual Limit) and Section I.2.2 (Earnback Credits), be paid to Bell in accordance with Section I.3.1 (Payment of Performance Credits and Earnback Credits). ACMS acknowledges and agrees that payment of any Performance Credits or Additional Performance Credits are [**] with respect to a Service Level Failure, and Bell shall have [**] provided to Bell in the FARMOSA or otherwise available to [**], provided that the amount of Performance Credits or Additional Performance Credits paid by ACMS associated with any such Service Level Failure will be deducted from the amount of any [**], and all [**] provisions of the FARMOSA.

2.2 EARNBACK CREDITS

If, during the [**] month period immediately following the month in which a Service Level Failure occurs with respect to a particular CSL, ACMS achieves, with respect to that CSL, a performance that is equal to or greater than the applicable Expected Service Level in each of those [**] months, then ACMS will receive a credit (an "EARNBACK CREDIT") equal to the amount of the Performance Credit and Additional Performance Credit, if any, provided by ACMS for the Service Level Failure with respect to that CSL in the month which preceded the two month period, which Earnback Credit shall offset and cancel such Performance Credit and Additional Performance Credit, if any. For the purposes of calculating the Earnback Credit, a month in which a "Grace Period" applies as set forth in Section II.1.9 below will not be considered, provided that ACMS otherwise meets or exceeds the [**] for that month. For example, (x) if a Performance Credit is earned in [**], and a Grace Period occurs in [**] and ACMS meets the [**] for that month, then the first month used for calculating the Earnback Credit will be [**] or (y) if a Performance Credit is earned in [**], and a Grace Period occurs in

[**] and ACMS meets the [**] for that month, then [**] and [**] will be used for
calculating the Earnback Credit.

3   PAYMENT AND REPORTING OF PERFORMANCE CREDITS AND EARNBACK CREDITS

3.1 PAYMENT OF PERFORMANCE CREDITS AND EARNBACK CREDITS.

All Performance Credits and Additional Performance Credits earned in a Contract
Year that have not subsequently been offset by a corresponding Earnback Credit
earned in that Contract Year shall be paid directly to Bell within [**] days of
the end of such Contract Year. In the circumstances where it will not be known
whether a Performance Credit and any Additional Performance Credit will be
offset and cancelled by a corresponding Earnback Credit until the following
Contract Year, such Performance Credit and Additional Performance Credit, if
any, will not be paid directly to Bell at the end of such Contract Year, but
will be carried over until the following Contract Year. Unless ACMS earns an
Earnback Credit which offsets and cancels such deferred Performance Credit and
any Additional Performance Credit, such carried over Performance Credit and
Additional Performance Credit, if any, will be paid directly to Bell within [**]
days of the end of the second Contract Year following the Contract Year in which
the Service Level Failure giving rise to such carried over Performance Credit
and any Additional Performance Credit occurred.

3.2 REPORTING AND INVOICING RELATED TO PERFORMANCE CREDITS AND EARNBACK CREDITS

In addition to the reports provided by ACMS to Bell under Section I.4.1(a) and
Section I.4.1(b), ACMS will provide to Bell, within [**] calendar days after the
end of each month, a report that sets forth, at a minimum, the following:

    (i)   statistics detailing ACMS's monthly performance with respect to each
          Critical Service Level for each month during the preceding [**] month
          period;

    (ii) year-to-date monthly average of ACMS's performance with respect to
          each Critical Service Level;

    (iii) the total dollar amount of all known Performance Credits and
          Additional Performance Credits earned by Bell during the preceding
          month, year-to-date (YTD) and during the preceding [**] month period;
          and

    (iv) the total dollar amount of all known Earnback Credits earned by ACMS
          during the prior month, [**] and during the preceding [**] month
          period.

4   REPORTING

4.1 REPORTING

(a) Measurement by ACMS.

ACMS shall measure its performance with respect to each of the Services for
which a Service Level has been established in this Part One of this Agreement on
a monthly basis during the Term based on the definitions in Attachment SLA-D and
the Measurement Window set forth in Attachement SLA-A and Attachment SLA-B, as
the case may be.

(b) Monthly Reporting.

Within [**] calendar days after the end of each month, ACMS will provide to Bell
a set of reports in the form attached as Attachment SLA-C (Reports) in hard-copy
and soft-copy form, detailing the actual measured level of performance for each
Service Level for the preceding month. For each percentage (%) value related to
the Service Levels, both the numerator and the denominator will be disclosed to
Bell by ACMS. ACMS shall also provide Bell, promptly following a request by
Bell, where technically possible, with copies of the extracts of the underlying
source data upon which such reports were prepared sufficient to enable Bell to
be able to confirm the accuracy and completeness of such reports and to verify
ACMS's performance of the Services in relation to the Service Levels. Bell may
by giving written notice to ACMS require ACMS to modify the form or required
content of such reports, or to require ACMS to provide additional reports in
such form and containing such information as Bell may request. ACMS's expenses
associated with any changes to reporting required by Bell, which result in the
development or modification of reporting tools, will be paid by Bell. The
detailed supporting information for each report shall be provided to Bell in
such format as may be requested by Bell. The data and detailed supporting
information shall be Bell's Confidential Information, and ACMS shall make such
information accessible to Bell in accordance with the FARMOSA.

In each monthly report regarding ACMS's performance of the Services, ACMS
agrees, with respect to the immediately preceding month, to (i) notify Bell of
any Performance Credits, including Additional Performance Credits, to which Bell
is entitled; (ii) describe any Service Level Failure that occurred; and (iii)
describe any failure to meet any Expected Service Level.

The accuracy and completeness of the reports required to be delivered by ACMS
under this Section I.4.1(b) and Section I.3.2 of this Part One of this Agreement
shall be subject to audit by Bell pursuant to Section 23 of the FARMOSA.

5   [INTENTIONALLY DELETED]

6   PROBLEM ESCALATION FOR SERVICE LEVEL FAILURES AND IMPROVEMENT OF CSLS AND
     ISLS

6.1 PROBLEM ESCALATION FOR SERVICE LEVEL FAILURES

(a) Promptly and, unless otherwise agreed in writing by Bell, in any event no
     later than [**] calendar days after the earlier of: (i) ACMS's discovery of
     a Service Level Failure; or (ii) ACMS's receipt of notice from Bell
     regarding such Service Level Failure; ACMS shall, [**]: (A) perform a Root
     Cause Analysis to identify the cause of such Service Level Failure; (B)
     provide Bell with a written report detailing the cause of such Service
     Level Failure; and (C) provide Bell with satisfactory evidence that such
     Service Level Failure will not recur.

(b) In the event of a Service Level Failure, Bell may provide ACMS with notice
     that it is invoking the procedure in Section I.6.1(c) below upon
     determination, pursuant to Root Cause Analysis, that ACMS or any of its
     subcontractors, including its Affiliates, was a material contributing cause
     of the applicable Service Level Failure. Any such notice shall set forth
     the nature of the Service Level Failure, the impact that the Service Level
     Failure has had on Bell and the required response from ACMS.

(c) Following receipt of the notice provided for in Section I.6.1(b) above,
     ACMS shall provide a corrective action plan to Bell, which shall be subject
     to Bell's prior written approval, to meet the Expected Service Level
     associated with such Service Level Failure. Such corrective action plan
     shall be provided to Bell within [**] Business Days of receipt of such
     notice from Bell. Such plan shall at a minimum establish:

     (i)   the planned actions and the related key milestones by which such
           actions will be completed;

     (ii) any proposed workarounds as an interim solution to providing a
           permanent fix, where such workarounds have not already been provided
           as part of ACMS's obligation to provide the Services; and

     (iii) the criteria for demonstrating that the underlying problem relating
           to the Service Level Failure has been resolved.

     Once approved by Bell, ACMS shall implement the foregoing corrective action
     plan at its sole cost and expense.

(d) Even if Bell invokes the procedure set forth in Section I.6.1(c) and any
     actions set forth under the procedure have commenced, Bell shall be
     entitled to terminate the FARMOSA in accordance with Section I.7 below if
     there has occurred a Service Level Default.

6.2 IMPROVEMENT PLANS FOR IMPORTANT SERVICE LEVELS

If ACMS fails to satisfy any ISL for [**] consecutive months or [**] times during any [**] consecutive calendar months, ACMS, shall, at Bell's option:

    (a) perform a Root Cause Analysis to identify the cause of such failure to satisfy the ISL;

    (b) provide Bell with a written report detailing the cause of, and procedure for correcting, such failure; and

    (c) promptly provide to Bell a written plan for improving ACMS's performance so as to satisfy the ISL within [**] days after ACMS's [**] or [**] (as applicable) failure to perform at a level in compliance with such ISL. Once such plan is approved by Bell, ACMS shall implement the plan at its sole costs and expense. Following the implementation of such plan, ACMS will provide to Bell monthly status reports containing progress updates until such time as ACMS's performance is in compliance with the applicable ISL.

6.3 ROOT CAUSE ANALYSIS FOR INCIDENTS.

At any time that an Incident occurs with respect to the performance of any of the Services, Bell may at its option request ACMS to, at ACMS's expense:

    (a) perform a Root Cause Analysis to identify the cause of such Incident; and

    (b) provide Bell with a written report detailing the cause of and, if requested by Bell, a procedure and plan for correcting, such Incident.

ACMS shall promptly implement such plan, at ACMS's expense, if requested by Bell.

7   TERMINATION FOR SERVICE LEVEL DEFAULT

7.1 SERVICE LEVEL DEFAULT.

(a) The occurrence of any one or more of the following events shall constitute a Service Level default (a "SERVICE LEVEL DEFAULT"):

    (i) if in any calendar month ACMS [**] at levels which are [**] than the applicable [**] or, as prescribed by Section II.1.9 below, [**], as applicable.

    (ii) if in a period of [**] consecutive months, ACMS performs, in each of such [**] months, the same [**] or [**] Critical Service Level for the same Bill Category or Environment at a level which is less than the [**] or, if applicable in any month during such [**]month period under Section II.1.9 below, then for that month, the [**];

    (iii) if in a period of [**] consecutive months, ACMS performs, in each of such [**] months, the same [**] Critical Service Level for the same Bill Category or

Environment at a level which is less than the [**] or, if applicable in any month during such [**] month period under Section II.1.9 below, then for that month, the [**];

(iv) if, in [**] consecutive months, ACMS performs, in each of such [**]consecutive months, the same [**] Critical Service Level for the same Bill Category or Environment at a level which is [**]% below the [**] or, if applicable in any month during such [**] month period under Section II.1.9 below, then for that month, the [**], for that CSL (i.e. the level equal to the value of the [**] set forth in Attachment SLA-A (Critical Service Levels) minus [**]% or, if applicable, the [**] minus [**]%); or

(v) if, in [**] consecutive months, ACMS performs, in each of such [**]consecutive months, the same [**] Critical Service Level for the same Bill Category or Environment at a level which is [**]% below the [**] or, if applicable in any month during such [**] month period under Section II.1.9 below, then for that month, the [**], for that CSL (i.e. the level equal to the value of the [**] set forth in Attachment SLA-A (Critical Service Levels) minus [**]% or, if applicable during such [**] month period, the [**]%). The foregoing shall not apply to an [**] CSL where the average volume of [**] for that CSL for that [**] month period was less than [**].

(b) Upon the occurrence of a Service Level Default, Bell shall have the right, in addition to any other rights or remedies available to it at law or under the FARMOSA, to terminate the FARMOSA for material breach pursuant to Section 21.2 of the FARMOSA, provided that, notwithstanding Section 21.2, Bell shall have no obligation to provide ACMS with [**] for such breach, nor shall Bell have any obligation to comply with the [**] set forth in [**] of the FARMOSA prior to exercising such right to terminate the FARMOSA. Nevertheless, Bell shall, in the event of a Dispute, comply with the escalation procedures set forth in Section 18.1 (Dispute Resolution) of the FARMOSA prior to exercising such right to terminate the FARMOSA, provided that the first and second time periods referred to in Section 18.1b shall both be limited to [**] calendar days (for clarity, if the Dispute cannot be resolved in such [**] day period, Bell shall immediately thereafter have the right to terminate the FARMOSA upon notice). ACMS shall have the right to Dispute, pursuant to the provisions of Section 18.2 of the FARMOSA, such termination after the effective date of the termination as set out in the termination notice.

PART TWO - GENERAL PROVISIONS

1   GENERAL PROVISIONS

1.1 GENERAL

The provisions of this Part Two shall apply to Part One of this Agreement.

1.2 MEASUREMENT AND MONITORING METHODOLOGIES

ACMS agrees to document within [**] days of the Effective Date a detailed
description of the measurement and monitoring tools and methodologies and
quality assurance provisions which will be used by ACMS to measure its
performance of the Services relative to the Service Levels (the "MEASURING TOOLS
AND METHODOLOGIES") and for the purpose of establishing and monitoring
compliance with the Service Levels in accordance with this Agreement. ACMS
agrees to demonstrate to Bell such Measuring Tools and Methodologies whenever
requested by Bell.

1.3 ADDITIONS AND DELETIONS OF IMPORTANT SERVICE LEVELS

(a) Initial ISLs.

For those ISLs for which Bell does not have at least [**] consecutive months of
verifiable performance measurements, as documented in Attachment SLA-B
(Important Service Levels), ACMS will measure and, on a monthly basis, document
its actual performance of such Services for a period of [**] consecutive months
following the Effective Date. The initial Expected Service Level for such ISL
shall be equal to the average performance of such service achieved during the
last [**] months of such [**] month period.

(b) Additions to Important Service Levels.

At any time during the term of the FARMOSA, Bell may add Important Service
Levels by giving written notice to ACMS which notice shall be delivered to ACMS
at least [**] days prior to the date on which Bell requests that such additions
are to be effective (subject to any additional time necessary to complete the
measurements described in subsection (ii) below). Bell may not deliver such a
notice (which notice may contain multiple additions to the Important Service
Levels) more than [**]. New Important Service Levels will be implemented
pursuant to the Change Order Process. Agreed new Important Service Levels will
be established in one of the following ways:

     (i) where at least [**] months of verifiable performance measurements
          exist for the new Important Service Level, the Expected Service Level
          for such Service Level shall be equal to the average performance
          achieved during the last [**]months of the previous [**] months; or

     (ii) where there are not at least [**] months of verifiable service
          measurements for a new Important Service Level, ACMS will measure and,
          on a monthly basis, document its actual performance of such Service
          Level for [**] consecutive months. The Expected Service Level for such
          Service Level will be equal to the

average of the documented monthly performance achieved during the last [**] months of such [**] month period.

Notwithstanding the foregoing, the Parties agree to add an ISL prior to the end of [**], or such later date as may be specified by Bell, for [**] services based on the following terms: (i) Bell will identify a cluster of significant [**] being performed by ACMS, (ii) ACMS shall measure its performance for the timeliness and accuracy of delivery of such [**], (iii) the Parties shall agree on an Expected Service Level that reflects such performance (provided that if the Parties cannot agree on an Expected Service Level the mechanism above shall apply), and (iv) ACMS shall agree to continuously improve such Expected Service Level during the Term.

(c) Deletions of Important Service Levels.

Bell may delete an Important Service Level by giving written notice to ACMS, which notice shall be delivered to ACMS at least [**] days prior to the date on which such deletion is to be effective.

1.4 REVIEW OF AND CHANGES TO CRITICAL SERVICE LEVELS

The Parties agree that Critical Service Levels may change over time and that new CSLs may be added to reflect Bell's changing or new business requirements, upon mutual written agreement of the Parties. Accordingly, at least once annually during the term of the FARMOSA, Bell shall consult and review with ACMS, among other things: (a) the possible addition of new CSLs; and (b) proposed adjustments to the CSLs to reflect the anticipated continuous improvements in the services being provided under the FARMOSA. Unless agreed to in writing by Bell, in no event will the CSLs be made less favourable to Bell as a result of such reviews.

The Parties may mutually agree to (and, if agreed, implement pursuant to the Change Order Process):

    (a) [**];

    (b) [**]; and/or

    (c) [**].

Bell shall have the right, without complying with the Change Order Process or obtaining ACMS's agreement, to:

    (d) [**] the Performance Category Allocation Percentages for the
         Performance Categories (e.g. [**], by giving written notice (which
         notice may contain multiple changes) to ACMS at least [**] days prior
         to the date on which such new Performance Category Allocation
         Percentages are to be effective, not more frequently than [**]month
         period, provided that [**] Performance Category Allocation Percentage
         during each such [**] month period may exceed plus or minus [**]%
         (e.g. if a Performance Category Allocation Percentage for a
         Performance Category was [**]%, Bell could [**]% provided that it [**]
         the

allocation for one or more other Performance Categories by a total of [**]%); and/or

(e) [**] the CSL Allocation Percentages for any Critical Service Levels within one or more Performance Categories, [**], by giving written notice (which notice may contain multiple changes) to ACMS at least [**]days prior to the date on which such new CSL Credit Allocation Percentages are to be effective, not more frequently than once in any [**] month period, provided that [**] CSL Allocation Percentage during each such [**]month period may exceed plus or minus [**]% (e.g. if a CSL Allocation Percentage for a CSL was [**]%, Bell could [**]% provided that it [**] the allocation for one or more other CSLs in the same Performance Category by a total of [**]%).

1.5   CUSTOMER SATISFACTION SURVEY

(a)   Annual Customer Satisfaction Survey.

ACMS shall conduct an annual customer satisfaction survey in each calendar year during the term of the FARMOSA related to the performance of the outsourcing operations services under such agreement (the "SURVEY"). ACMS will develop the form, content and scope of the Survey in consultation with Bell. Bell shall have final approval over the form, content and scope of the Survey and the number and type of individuals or groups of individuals who will participate in the Survey. ACMS shall revise and update the Survey each year to reflect changes to such services provided under the FARMOSA and Bell's business as requested by Bell, provided that any updated Survey shall be subject to Bell's approval.

(b)   Reporting.

ACMS shall communicate the results of the Survey to Bell within [**] days of completion of the Survey. ACMS will meet with Bell to review the results of the Survey.

It is Bell's expectation that the results of the Survey will show at least an average score of [**] of customer satisfaction. If the results of the Survey do not show at least an average score of [**]% or higher of customer satisfaction, then ACMS shall provide Bell a written report with respect to the Survey results within [**] days of the provision of the results by ACMS to Bell, which report shall include an action plan to improve customer satisfaction levels. Such plan shall be subject to review and approval by Bell and shall be implemented promptly by ACMS at ACMS's expense. ACMS shall provide monthly status reports to Bell, within [**] Business Days after the end of each month, which shall contain progress updates on the implementation of the action plan.

The results of the Survey shall be subject to audit by Bell to confirm the Survey's accuracy in accordance with Section 23 of the FARMOSA.

1.6   COMMENCEMENT OF OBLIGATIONS

The obligations set forth in this Agreement shall commence on the Effective Date.

1.7 COOPERATION

The achievement of the Service Levels by ACMS requires the coordinated,
collaborative effort of ACMS with other third party service providers, whether
subcontractors of Bell or ACMS. ACMS will provide a single point of contact for
the prompt resolution of all Service Level Failures, all failures to meet the
Expected Service Levels and all failures to provide high quality services to
Bell in accordance with FARMOSA, regardless of whether the reason for such
Service Level Failures, failures to meet Expected Service Levels or failures to
provide high quality Services to Bell, was caused by ACMS, any of its
subcontractors (including its Affiliates) or any subcontractor of Bell. ACMS
shall be responsible for any Service Level Failure or failure to meet an
Expected Service Level attributable to it or any of its subcontractors,
including its Affiliates.

1.8 EXCEPTION TO SERVICE LEVEL FAILURES

Notwithstanding Section II.1.7, ACMS shall be temporarily relieved of its
obligation to meet the Service Levels set forth herein where such failure is
demonstrably attributable (as determined by the Root Cause Analysis) to:

   (a)   circumstances that constitute a Force Majeure Event, provided that
         such Force Majeure Event shall not relieve ACMS of its obligation to
         provide Disaster Recovery Services under Exhibit I (unless such
         services are prevented by such Force Majeure Event) or meet any
         Service Levels unaffected or unrelated to the Force Majeure Event; and
         further provided that if a disaster recovery or business continuity
         plan is implemented under the FARMOSA in response to such Force
         Majeure Event, then this exception shall apply for the duration of
         such Force Majeure Event up to a maximum of [**] days from the date
         the Force Majeure Event occurred, provided that the [**] shall apply
         after the first [**] days of such period and, for clarity, the full
         Service Levels shall apply after the earlier of the end of the Force
         Majeure Event or such [**] day period;

   (b)   any act or omission of any of Bell's subcontractors or any of Bell's
         third party suppliers, vendors or other contractors, including [**]
         and [**] (but excluding, for clarity, ACMS and its subcontractors and
         Affiliates and any third parties under contracts that were fully
         assigned to ACMS);

   (c)   a failure of one of the BCH Companies (or any of the Canadian Telcos)
         to fulfill its (or their) part in the Services according to the
         dependencies of the Parties set forth in Exhibit A of the FARMOSA, or
         the roles and responsibilities of the Parties set forth in Exhibits
         O-1 and O-2 of the FARMOSA (or the dependencies and/or roles and
         responsibilities set forth in Bell's contracts with its subcontractors
         referenced in paragraph (b) above); or

   (d)   a failure arising out of an error or defect in the Legacy Systems
         and/or Modernized Systems not caused by ACMS or any third party under
         ACMS' responsibility, control and management (provided that ACMS's
         subcontractors and Affiliates shall be deemed to be under ACMS's
         responsibility, control and management);

but in each such case only to the extent and for the duration such Service Level
is so affected.

1.9 GRACE PERIODS

ACMS shall be entitled to a [**] grace period for any Critical Service Level
where there is a [**] to the Environment that corresponds to such Critical
Service Level (e.g. [**]) in accordance with the following (for the purposes of
this Section a "PRODUCTION RELEASE" is a release planned by the Parties on an
annual basis and, for clarity, as of the Effective Date, current practice is to
have approximately [**] Production Releases per Environment per Contract Year):

    (a) ACMS shall be relieved of its obligation to meet the Expected Service
        Level and Minimum Service Level for such CSLs during the grace period,
        but shall be required to meet or exceed the Grace Period [**] for such
        CSLs during the grace period;

    (b) if the date of implementation of the Production Release (the "RELEASE
        DATE") is on or before [**], the grace period shall be the [**] in
        which the [**] occurs;

    (c) if the [**], ACMS may elect to have the grace period for such CSL be
        the [**] in which the [**] occurs or the immediately following [**].
        ACMS shall be permitted to make such election on a CSL by CSL basis
        (i.e. different elections for different CSLs), provided that it makes
        such election within [**] days after the end of the [**] in which the
        [**] occurred provided that where ACMS has failed to make such
        election in such time period it shall be deemed to have elected the
        [**] in which the [**] occurred; and

    (d) for clarity, the Legacy Environment corresponds to the Legacy Bills
        Bill Category; the NM1 Environment corresponds to the Enterprise
        Services and Mobility Bills Bill Categories; the Sympatico Environment
        corresponds to the Sympatico Bills Bill Category; and the Conso
        Environment corresponds to the Conso Bills Bill Category.

ACMS or Bell may defer and reschedule the implementation of a Production Release
to a mutually agreeable date, if following the current scheduled Release Date
would materially affect or impact the quality of the Services or the Service
Levels.

                        SLA-A (CRITICAL SERVICE LEVELS)

AT-RISK-PERCENTAGE   [**]

[**] PERFORMANCE CATEGORY ALLOCATION PERCENTAGE

                  EXPECTED   MINIMUM   CSL   PERFORMANCE [**]
            BILL SERVICE   SERVICE   MEASUREMENT   ALLOCATION   % OF TOTAL
[**]   CATEGORY LEVEL   LEVEL   WINDOW   PERCENTAGE   MONTHLY [**]
- ----   -------- --------   -------   -----------   ----------   ----------------

[**]   [**]   [**]   [**]   [**]   [**]   [**]
[**]   [**]   [**]   [**]   [**]   [**]   [**]
[**]   [**]   [**]   [**]   [**]   [**]   [**]
[**]   [**]   [**]   [**]   [**]   [**]   [**]
[**]   [**]   [**]   [**]   [**]   [**]   [**]
[**]   [**]   [**]   [**]   [**]   [**]   [**]
[**]   [**]   [**]   [**]   [**]   [**]   [**]
[**]   [**]   [**]   [**]   [**]   [**]   [**]
[**]   [**]   [**]   [**]   [**]   [**]   [**]
[**]   [**]   [**]   [**]   [**]   [**]   [**]
[**]   [**]   [**]   [**]   [**]   [**]   [**]
[**]   [**]   [**]   [**]   [**]   [**]   [**]
[**]   [**]   [**]   [**]   [**]   [**]   [**]
                                                        ----   ----
                                                        [**]   [**]
                                                        ====   ====

[**] PERFORMANCE CATEGORY ALLOCATION PERCENTAGE

                  EXPECTED   MINIMUM   CSL
                  SERVICE   SERVICE   MEASUREMENT   ALLOCATION   % OF TOTAL
[**]   ENVIRONMENT LEVEL   LEVEL   WINDOW   PERCENTAGE   MONTHLY [**]
- ----   ----------- -------- -------   -----------   ----------   ----------------

[**]   [**]   [**]   [**]   [**]   [**]   [**]
[**]   [**]   [**]   [**]   [**]   [**]   [**]
[**]   [**]   [**]   [**]   [**]   [**]   [**]
                                                        ----   ----
                                                        [**]   [**]
                                                        ====   ====

[**] PERFORMANCE CATEGORY ALLOCATION PERCENTAGE

                  EXPECTED   MINIMUM   CSL
                  SERVICE   SERVICE   MEASUREMENT   ALLOCATION   % OF TOTAL
[**]   ENVIRONMENT LEVEL   LEVEL   WINDOW   PERCENTAGE   MONTHLY [**]
- ----   ----------- -------- -------   -----------   ----------   ----------------

[**]   [**]   [**]   [**]   [**]   [**]   [**]
[**]   [**]   [**]   [**]   [**]   [**]   [**]
[**]   [**]   [**]   [**]   [**]   [**]   [**]
[**]   [**]   [**]   [**]   [**]   [**]   [**]
                                                        ----   ----
                                                        [**]   [**]
                                                        ====   ====

SLA-B (IMPORTANT SERVICE LEVELS)

LEGACY SERVICE LEVELS	BILL CATEGORY OR ENVIRONMENT (as appropriate)	MEASUREMENT WINDOW	EXPECTED SERVICE LEVEL
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]

[**]	BILL CATEGORY OR ENVIRONMENT	MEASUREMENT WINDOW	EXPECTED SERVICE LEVEL
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]

[**]	ENVIRONMENT	MEASUREMENT WINDOW	EXPECTED SERVICE LEVEL
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]

[**]	ENVIRONMENT	MEASUREMENT WINDOW	EXPECTED SERVICE LEVEL
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]

-1-

		MEASUREMENT	EXPECTED
[**]	ENVIRONMENT	WINDOW	SERVICE LEVEL
- ----	-----------	-----------	-------------
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]

		MEASUREMENT	EXPECTED
[**]	ENVIRONMENT	WINDOW	SERVICE LEVEL
- ----	-----------	-----------	-------------
[**]	[**]	[**]	[**]

		MEASUREMENT	EXPECTED
[**]	ENVIRONMENT	WINDOW	SERVICE LEVEL
- ----	-----------	-----------	-------------
[**]	[**]	[**]	[**]

ATTACHMENT SLA-C

REPORTS

Attached hereto as Exhibit A and B are examples of the current level of
reporting being provided by ACMS to Bell (the "REPORTING BASELINE"). ACMS shall,
at no cost or expense to Bell, continue to provide the information and level of
detail contained in the Reporting Baseline adapted to the new format depicted in
Exhibits C and D.

EXHIBIT A

BELL LOGO

==

BILLING OPERATIONS

EXECUTIVE SCORECARD

JUNE 2006

==

KEY VALUE MEASURES

[**]

[**]	OBJECTIVE	JAN	FEB	MAR	APR	MAY	JUN	2006 YTD	2006 YTD SLA EXCL
[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
VOLUMES									
[**] (# 000's)		[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**] (#) TOTAL (1)		[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
CBSS		[**]	[**]	[**]	[**]	[**]	[**]		
NIBS		[**]	[**]	[**]	[**]	[**]	[**]		
Toll Free		[**]	[**]	[**]	[**]	[**]	[**]		

[**]	OBJECTIVE	JAN	FEB	MAR	APR	MAY	JUN	2006 YTD	2006 YTD SLA EXCL
[**] (2)	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**]		[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
VOLUMES									
[**] (# 000's)		[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**] (#)		[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**]		[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**] (#)		[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]

NOTES: (1) [**]

     (2) [**]

[**]

[**]	OBJECTIVE	JAN	FEB	MAR	APR	MAY	JUN	2006 YTD	2006 YTD SLA EXCL
- ----	---------	----	----	----	----	----	----	--------	-----------------
[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
VOLUMES									
[**]		[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**] (#) TOTAL (1)		[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**]		[**]	[**]	[**]	[**]	[**]	[**]		
[**]		[**]	[**]	[**]	[**]	[**]	[**]		
[**]		[**]	[**]	[**]	[**]	[**]	[**]		

NOTE: (1) [**]

[**]

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[**]

[**]		OBJECTIVE	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
- ----		---------	----	----	----	----	----	----	----	----
[**]		[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
VOLUMES										
[**] (# 000's)			[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**] (#) (1)			[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]

[**]		OBJECTIVE	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
- ----		---------	----	----	----	----	----	----	----	----
[**]		[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
VOLUMES										
[**] (# 000's)			[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**] (#)			[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]

NOTE: (1) [**]

5

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[**]


[**]                    OBJECTIVE  [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]
- ----                  ---------  ----  ----  ----  ----  ----  ----  ----  ----

[**] (1)                   [**]    [**]  [**]  [**]  [**]  [**]  [**]  [**]  [**]
VOLUME (# 000'S) (2)                [**]  [**]  [**]  [**]  [**]  [**]  [**]  [**]
[**]                                [**]  [**]  [**]  [**]  [**]  [**]



[**]                    OBJECTIVE  [**]   [**]   [**]   [**]   [**]   [**]   [**]   [**]
- ----                  ---------  ----  ----  ----  ----  ----  ----  ----  ----

PAGING[**]                 [**]    [**]  [**]  [**]  [**]  [**]  [**]  [**]  [**]
VOLUME (# 000'S)                    [**]  [**]  [**]  [**]  [**]  [**]  [**]  [**]
[**]                                [**]  [**]  [**]  [**]  [**]  [**]
MODERNIZED                 [**]    [**]  [**]  [**]  [**]  [**]  [**]  [**]  [**]
[**] (3)
[**]:
    8                              [**]  [**]  [**]  [**]  [**]  [**]
    7                              [**]  [**]  [**]  [**]  [**]  [**]
    6                              [**]  [**]  [**]  [**]  [**]  [**]
    5                              [**]  [**]  [**]  [**]  [**]  [**]
    4                              [**]  [**]  [**]  [**]  [**]  [**]
VOLUME (# 000'S)                   [**]  [**]  [**]  [**]  [**]  [**]  [**]  [**]
[**]                               [**]  [**]  [**]  [**]  [**]  [**]


NOTES: (1) BELL CANADA: [**]

       (2) BELL CANADA [**]

       (3) [**]
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6

[**] (CONTINUED)

[**]	OBJECTIVE	JAN	FEB	MAR	APR	MAY	JUN	2006 YTD	2006 YTD SLA EXCL
- ----	---------	----	----	----	----	----	----	--------	-----------------
[**] (1)	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**]:									
8		[**]	[**]	[**]	[**]	[**]	[**]		
7		[**]	[**]	[**]	[**]	[**]	[**]		
6		[**]	[**]	[**]	[**]	[**]	[**]		
5		[**]	[**]	[**]	[**]	[**]	[**]		
4		[**]	[**]	[**]	[**]	[**]	[**]		
VOLUME (# 000'S)		[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**]		[**]	[**]	[**]	[**]	[**]	[**]		

[**]	OBJECTIVE	JAN	FEB	MAR	APR	MAY	JUN	2006 YTD	2006 YTD SLA EXCL
- ----	---------	----	----	----	----	----	----	--------	-----------------
[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**]									
8		[**]	[**]	[**]	[**]	[**]	[**]		
7		[**]	[**]	[**]	[**]	[**]	[**]		
6		[**]	[**]	[**]	[**]	[**]	[**]		
5		[**]	[**]	[**]	[**]	[**]	[**]		
4		[**]	[**]	[**]	[**]	[**]	[**]		
VOLUME (# 000'S)		[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**]		[**]	[**]	[**]	[**]	[**]	[**]		

NOTES: (1) [**]

7

[**] (CONTINUED)

[**]	OBJECTIVE	JAN	FEB	MAR	APR	MAY	JUN	2006 YTD	2006 YTD SLA EXCL
[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**]									
8		[**]	[**]	[**]	[**]	[**]	[**]		
7		[**]	[**]	[**]	[**]	[**]	[**]		
6		[**]	[**]	[**]	[**]	[**]	[**]		
5		[**]	[**]	[**]	[**]	[**]	[**]		
4		[**]	[**]	[**]	[**]	[**]	[**]		
VOLUME (# 000'S)		[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**]		[**]	[**]	[**]	[**]	[**]	[**]		
[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**]									
6		[**]	[**]	[**]	[**]	[**]	[**]		
5		[**]	[**]	[**]	[**]	[**]	[**]		
4		[**]	[**]	[**]	[**]	[**]	[**]		
3		[**]	[**]	[**]	[**]	[**]	[**]		
2		[**]	[**]	[**]	[**]	[**]	[**]		
VOLUME (# 000'S)		[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**]		[**]	[**]	[**]	[**]	[**]	[**]		

8

[**]

*[**]%	OBJECTIVE	JAN	FEB	MAR	APR	MAY	JUN	2006 YTD
[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**] (# 000's)		[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**] (# 000's)		[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**] (# 000's)		[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**] (# 000's)		[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**]		[**]	[**]	[**]	[**]	[**]	[**]	[**]

PAYMENTS INFORMATION

		JUNE		JULY		AUG	
		-----------------		-----------------		-----------------	
[**]		$AMOUNT	VOLUME	$AMOUNT	VOLUME	$AMOUNT	VOLUME
- ----		-------	------	-------	------	-------	------
[**]		[**]	[**]				
[**]		[**]	[**]				
[**]		[**]	[**]				
[**]		[**]	[**]				
[**]		[**]	[**]				
[**]		[**]	[**]				
[**]		[**]	[**]				

[**]	$AMOUNT	VOLUME	$AMOUNT	VOLUME	$AMOUNT	VOLUME
- ----	-------	------	-------	------	-------	------
[**]	[**]	[**]				
[**]	[**]	[**]				
[**]	[**]	[**]				
[**]	[**]	[**]				
[**]	[**]	[**]				

10

PAYMENTS INFORMATION

[**]	JUNE		JULY		AUG	
	$AMOUNT	VOLUME	$AMOUNT	VOLUME	$AMOUNT	VOLUME
[**]	[**]	[**]				
[**]	[**]	[**]				
[**]	[**]	[**]				
[**]	[**]	[**]				
[**]	[**]	[**]				

[**]	$AMOUNT	VOLUME	$AMOUNT	VOLUME	$AMOUNT	VOLUME
[**]	[**]	[**]				
[**]	[**]	[**]				
[**]	[**]	[**]				
[**]	[**]	[**]				
[**]	[**]	[**]				

11

===

BUSINESS OPERATIONAL

SERVICE LEVEL MEASURES

===

12

BUSINESS OPERATIONAL - BILLING SERVICE LEVELS

[**]	OBJECTIVE	JAN	FEB	MAR	APR	MAY	JUN	2006 YTD (% EXCL FEB)
[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
Volume (# 000's)		[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
Volume (# 000's)		[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
Volume (# 000's)		[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
Volume (# 000's)		[**]	[**]	[**]	[**]	[**]	[**]	[**]

[**]	OBJECTIVE	JAN	FEB	MAR	APR	MAY	JUN	2006 YTD (% EXCL FEB)
[**]		[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**]		[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**]		[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**] Total	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
Volume (#) Total		[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
Volume (#)		[**]	[**]	[**]	[**]	[**]	[**]	[**]

13

BUSINESS OPERATIONAL - PAYMENT SERVICE LEVELS

[**]	OBJECTIVE	JAN	FEB	MAR	APR	MAY	JUN	2006 YTD
- ----	---------	----	----	----	----	----	----	--------
[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
Volume (#)		[**]	[**]	[**]	[**]	[**]	[**]	[**]
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Volume (#)		[**]	[**]	[**]	[**]	[**]	[**]	[**]

[**]	OBJECTIVE	JAN	FEB	MAR	APR	MAY	JUN	2006 YTD
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[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
Volume (#) (1)		[**]	[**]	[**]	[**]	[**]	[**]	[**]
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Volume (#)		[**]	[**]	[**]	[**]	[**]	[**]	[**]

[**]	OBJECTIVE	JAN	FEB	MAR	APR	MAY	JUN	2006 YTD
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Volume (#)		[**]	[**]	[**]	[**]	[**]	[**]	[**]
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Volume (#)		[**]	[**]	[**]	[**]	[**]	[**]	[**]
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Volumes (#)		[**]	[**]	[**]	[**]	[**]	[**]	[**]

*   Insufficient Details on Cheques to process

NOTE: (1) MOBILITY for JUNE: [**]

BUSINESS OPERATIONAL - USAGE SERVICE LEVELS

[**]	OBJECTIVE	JAN	FEB	MAR	APR	MAY	JUN	2006 YTD
[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
Volume (#)		[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
Volume (#)		[**]	[**]	[**]	[**]	[**]	[**]	[**]

[**]	OBJECTIVE	JAN	FEB	MAR	APR	MAY	JUN	2006 YTD
[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
Volume (#)		[**]	[**]	[**]	[**]	[**]	[**]	[**]

[**]	OBJECTIVE	JAN	FEB	MAR	APR	MAY	JUN	2006 YTD
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Volume (#)		[**]	[**]	[**]	[**]	[**]	[**]	[**]

15

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IT OPERATIONAL

SERVICE LEVEL MEASURES

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IT OPERATIONAL

SERVICE LEVEL MEASURES

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IT SERVICE LEVELS - [**]

[**]	OBJECTIVE	JAN	FEB	MAR	APR	MAY	JUN	2006 YTD
[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
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TICKET	OBJECTIVE	[**]	TOTAL VOLUME
P1 Outage	[**]	[**]	[**]
P1	[**]	[**]	[**]
P2	[**]	[**]	[**]
P3	[**]	[**]	[**]

TICKET	OBJECTIVE	[**]	TOTAL VOLUME
P1 Outage	[**]	[**]	[**]
P1	[**]	[**]	[**]
P2	[**]	[**]	[**]
P3	[**]	[**]	[**]

17

IT SERVICE LEVELS - [**]

[**]	JAN	FEB	MAR	APR	MAY	JUN	2006 YTD	TARGET
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18

IT SERVICE LEVELS - [**][**]

[**]	OBJECTIVE	JAN	FEB	MAR	APR	MAY	JUN	2006 YTD
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TICKET	OBJECTIVE	[**]	TOTAL VOLUME
P1 Outage	[**]	[**]	[**]
P1	[**]	[**]	[**]
P2	[**]	[**]	[**]
P3	[**]	[**]	[**]

TICKET	OBJECTIVE	[**]	TOTAL VOLUME
P1 Outage	[**]	[**]	[**]
P1	[**]	[**]	[**]
P2	[**]	[**]	[**]
P3	[**]	[**]	[**]

19

IT SERVICE LEVELS - [**]

[**]	JAN	FEB	MAR	APR	MAY	JUN	2006 YTD	TARGET
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20

IT SERVICE LEVELS - [**]

[**]	OBJECTIVE	JAN	FEB	MAR	APR	MAY	JUN	2006 YTD
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TICKET	OBJECTIVE	RESPONSE TIME %	TOTAL VOLUME
P1 Outage	[**]	[**]	[**]
P1	[**]	[**]	[**]
P2	[**]	[**]	[**]
P3	[**]	[**]	[**]

TICKET	OBJECTIVE	RESOLUTION TIME %	TOTAL VOLUME
P1 Outage	[**]	[**]	[**]
P1	[**]	[**]	[**]
P2	[**]	[**]	[**]
P3	[**]	[**]	[**]

21

IT SERVICE LEVELS - [**]

[**]	JAN	FEB	MAR	APR	MAY	JUN	2006 YTD	TARGET
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22

IT SERVICE LEVELS - [**]

[**]	JAN	FEB	MAR	APR	MAY	JUN	2006 YTD	TARGET
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BACK UP INFORMATION

REVENUE JOURNALS

CUSTOMER LOYALTY MEASUREMENTS

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REVENUE JOURNALS - AMDOCS INTERFACE

JUNE 2006

SYSTEM	QUANTITY OF FILES EXPECTED BY BELL	FILES RECEIVED BY BELL	FILES NOT RECEIVED BY BELL ON TIME	ISSUES/COMMENTS
[**]	[**]	[**]	[**]	
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[**]	[**]	[**]	[**]	
[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	
[**]	[**]	[**]	[**]	[**]
TOTAL	[**]	[**]	[**]	

REVIEW

REVIEWED ON JULY 27, 2006:

BELL   AMDOCS
- ----   ------

[**]   [**]
[**]   [**]
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ACTION LOG FOR MAY 2006

     ITEMS: PRIME   ACTION: STATUS
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1   [**]   [**]   [**]   [**]
2   [**]   [**]   [**]   [**]
3   [**]   [**]   [**]   [**]
4   [**]   [**]   [**]   [**]

                                                                      26

ACTION LOG FOR JUNE 2006

       ITEMS: PRIME   ACTION: STATUS
       ------   -----   -------   ------

1   [**]   [**]   [**]   [**]
2   [**]   [**]   [**]   [**]
3   [**]   [**]   [**]   [**]

BELL CANADA CORE - MAY

			MARKET			
FUNCTION	BTN	CUSTOMER NAME	SEGMENT	ISSUE	IMPACT	FIX
- --------	----	-------------	-------	-----	------	----
Data entries	[**]	[**]	[**]	[**]	[**]	[**]
Data entries	[**]	[**]	[**]	[**]	[**]	[**]
Data entries	[**]	[**]	[**]	[**]	[**]	[**]
Data entries	[**]	[**]	[**]	[**]	[**]	[**]
Billing/Mailing	[**]	[**]	[**]	[**]	[**]	[**]
Data entries	[**]	[**]	[**]	[**]	[**]	[**]
Mailing - MSB	[**]	[**]	[**]	[**]	[**]	[**]
Mailing - MSB	[**]	[**]	[**]	[**]	[**]	[**]

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BELL CANADA CORE - APR

BTN	CUSTOMER NAME	MARKET SEGMENT	EXPLANATION	ACTION PLAN	ADJUSTMENT AMOUNT$
[**]	[**]	[**]	[**] [**]	[**]	[**]

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BELL CANADA CORE - MAR

BTN	CUSTOMER NAME	MARKET SEGMENT	EXPLANATION	ACTION PLAN	ADJUSTMENT AMOUNT$
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[**]	[**]	[**]	[**] [**]	[**]	[**]

[**]

BTN	CUSTOMER NAME	MARKET SEGMENT	EXPLANATION	ACTION PLAN	ADJUSTMENT AMOUNT$
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[**]	[**]	[**]	[**] [**]	[**]	[**]

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BELL CANADA CORE - FEB

BTN	CUSTOMER NAME	MARKET SEGMENT	EXPLANATION		ACTION PLAN	ADJUSTMENT AMOUNT$
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[**]	[**]	[**]	[**]	[**]	[**]	[**]

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BTN	CUSTOMER NAME	MARKET SEGMENT	EXPLANATION		ACTION PLAN	ADJUSTMENT AMOUNT$
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[**]	[**]		[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]	[**]

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TICKET	SOURCE	DESCRIPTION/REPORTED PROBLEM	ISSUE IDENTIFIED	NOTES/EXPLAINATION	REASON FOR NON KVM	APRIL	MAY	JUNE
[**]		[**]	[**]		[**]	[**]	[**]	[**]
[**]		[**]	[**]		[**]	[**]	[**]	[**]
[**]		[**]	[**]		[**]	[**]	[**]	[**]
[**]		[**]	[**]		[**]	[**]	[**]	[**]

TICKET	SOURCE	DESCRIPTION/REPORTED PROBLEM	ISSUE IDENTIFIED	NOTES/EXPLAINATION	REASON FOR NON KVM	APRIL	MAY	JUNE
[**]		[**]	[**]		[**]	[**]	[**]	[**]
[**]		[**]	[**]		[**]	[**]	[**]	[**]
[**]		[**]	[**]		[**]	[**]	[**]	[**]

TICKET	RELATED TICKETS	DISPLAY ISSUE?	DESCRIPTION
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[**]		[**]	[**]
[**]		[**]	[**]

TICKET	RELATED TICKETS	DISPLAY ISSUE?	DESCRIPTION
- ------	-------	-------	-----------
[**]		[**]	[**]
[**]		[**]	[**]

ENTERPRISE SEGMENT - JUNE

BAN NUMBER	CUSTOMER NAME	DESCRIPTION		ROOT CAUSE	ACTION PLAN	ADJUSTMENT AMOUNT$	RESOLUTION DATE
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CSG SEGMENT - JUNE

BAN NUMBER	CUSTOMER NAME	DESCRIPTION		ROOT CAUSE	ACTION PLAN	ADJUSTMENT AMOUNT$	RESOLUTION DATE
[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
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ENTERPRISE SEGMENT - MAY

BAN NUMBER	CUSTOMER NAME	DESCRIPTION		ROOT CAUSE	ACTION PLAN	ADJUSTMENT AMOUNT$	RESOLUTION DATE
[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
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CSG SEGMENT - MAY

BAN NUMBER	CUSTOMER NAME	DESCRIPTION		ROOT CAUSE	ACTION PLAN	ADJUSTMENT AMOUNT$	RESOLUTION DATE
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[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
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SMB SEGMENT - MAY

BAN NUMBER	CUSTOMER NAME	DESCRIPTION		ROOT CAUSE	ACTION PLAN	ADJUSTMENT AMOUNT$	RESOLUTION DATE
[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]	[**]	[**]
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ENTERPRISE SEGMENT - APR

ERROR	VOLUME OF BANS OR BAN NUMBER	CUSTOMER NAME	EXPLANATION		ACTION PLAN	ADJUSTMENT AMOUNT$
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[**]	[**]	[**]	[**]	[**]	[**]	[**]
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CSG SEGMENT - APR

ERROR	VOLUME OF BANS OR BAN NUMBER	CUSTOMER NAME	EXPLANATION		ADJUSTMENT AMOUNT$
[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]

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SMB SEGMENT - APR

ERROR	VOLUME OF BANS OR BAN NUMBER	CUSTOMER NAME	EXPLANATION	ACTION PLAN	ADJUSTMENT AMOUNT$
[**]	[**]	[**]	[**] [**]	[**]	[**]

[**]

ERROR	VOLUME OF BANS OR BAN NUMBER	CUSTOMER NAME	EXPLANATION	ACTION PLAN	ADJUSTMENT AMOUNT$
[**]	[**]	[**]	[**] [**]	[**]	[**]

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ENTERPRISE SEGMENT - MAR

ERROR	VOLUME OF BANS OR BAN NUMBER	CUSTOMER NAME	EXPLANATION	ACTION PLAN	ADJUSTMENT AMOUNT$
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[**]	[**]	[**]	[**]	[**]	[**]	[**]
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ERROR	VOLUME OF BANS OR BAN NUMBER	CUSTOMER NAME	EXPLANATION	ACTION PLAN	ADJUSTMENT AMOUNT$
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CSG SEGMENT - MAR

ERROR	VOLUME OF BANS OR BAN NUMBER	CUSTOMER NAME	EXPLANATION		ACTION PLAN	ADJUSTMENT AMOUNT$
[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]	[**]

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ERROR	VOLUME OF BANS OR BAN NUMBER	CUSTOMER NAME	EXPLANATION		ACTION PLAN	ADJUSTMENT AMOUNT$
[**]	[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]	[**]	[**]

ENTERPRISE SEGMENT - FEB

ERROR	VOLUME OF BANS OR BAN NUMBER	CUSTOMER NAME	EXPLANATION		ACTION PLAN	ADJUSTMENT AMOUNT$
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[**]	[**]	[**]	[**]	[**]	[**]	[**]
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DETAILS OF MISSED BILLING AND [**] ERRORS

ERROR	BAN	SEGMENT	CRDDDST	CUSTOMER NAME
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ENTERPRISE SEGMENT - FEB

ERROR	BAN	SEGMENT	CRDDDST	CUSTOMER NAME
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ENTERPRISE SEGMENT - FEB

ERROR	BAN	SEGMENT	CRDDDST	CUSTOMER NAME
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CSG SEGMENT - FEB


ERROR    VOLUME OF BANS   EXPLANATION   ACTION PLAN
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DETAILS OF ERRORS


ERROR    BAN    SEGMENT   CRDDDST   CUSTOMER NAME
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SMB SEGMENT - FEB

ERROR	VOLUME OF BANS	EXPLANATION		ACTION PLAN
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DETAILS OF ERRORS

ERROR	BAN	SEGMENT	CRDDDST	CUSTOMER NAME
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ENTERPRISE SEGMENT - JAN

ERROR	VOLUME OF BANS OR BAN NUMBER	CUSTOMER NAME	EXPLANATION		ACTION PLAN	ADJUSTMENT AMOUNT$
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DETAILS OF MISSED BILLING (P2P'S & ISSUE LOG) ERRORS

ERROR	BAN	SEGMENT	CRDDDST	CUSTOMER NAME
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ENTERPRISE SEGMENT - JAN

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SMB SEGMENT - JAN

ERROR	VOLUME OF BANS OR BAN NUMBER	CUSTOMER NAME	EXPLANATION	ACTION PLAN	ADJUSTMENT AMOUNT$
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DETAILS OF ERRORS

ERROR	BAN	SEGMENT	CRDDDST	CUSTOMER NAME
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CSG SEGMENT - JAN

ERROR	VOLUME OF BANS OR BAN NUMBER	CUSTOMER NAME	EXPLANATION		ACTION PLAN	ADJUSTMENT AMOUNT$
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DETAILS OF MISSED BILLING ERRORS

ERROR	BAN	SEGMENT	CRDDDST	CUSTOMER NAME
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[**] BILLING INQUIRY SUMMARY

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CUSTOM SOLUTIONS VOLUMES
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CSG BILLING INQUIRY SUMMARY

CSG VOLUMES

Month		Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	
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          2006 ACMS OPERATIONS SCORECARD - VOLUMES SUMMARY


          JAN   FEB   MAR   APR   MAY  JUNE  JULY  AUG   SEP   OCT   NOV   DEC  2006 YTD
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Post-Billing Tickets [**]

[**]	JANUARY TICKET NUMBER	# OF BANS AFFECTED IN CLOSED CYCLES ONLY	FEBRUARY TICKET NUMBER	# OF BANS AFFECTED IN CLOSED CYCLES ONLY	MARCH TICKET NUMBER	# OF BANS AFFECTED IN CLOSED CYCLES ONLY	APRIL TICKET NUMBER	# OF BANS AFFECTED IN CLOSED CYCLES ONLY
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[**]	MAY TICKET NUMBER	# OF BANS AFFECTED IN CLOSED CYCLES ONLY	JUNE TICKET NUMBER	# OF BANS AFFECTED IN CLOSED CYCLES ONLY	JULY TICKET NUMBER	# OF BANS AFFECTED IN CLOSED CYCLES ONLY	AUGUST TICKET NUMBER	# OF BANS AFFECTED IN CLOSED CYCLES ONLY
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[**]	SEPTEMBER TICKET NUMBER	# OF BANS AFFECTED IN CLOSED CYCLES ONLY	OCTOBER TICKET NUMBER	# OF BANS AFFECTED IN CLOSED CYCLES ONLY	NOVEMBER TICKET NUMBER	# OF BANS AFFECTED IN CLOSED CYCLES ONLY	DECEMBER TICKET NUMBER	# OF BANS AFFECTED IN CLOSED CYCLES ONLY

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Missed Billing February	Missed Attachment February	Missed Attachment February	Missed Attachment February	Missed Billing March	System Error March	Tax Adjustment March
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                2006 ACMS OPERATIONS SCORECARD - [**]


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          2006 ACMS OPERATIONS SCORECARD - % BILLS DELIVERED BY DAY 'X'


          JAN   FEB   MAR   APR   MAY   JUN  JUL  AUG  SEP  OCT  NOV  DEC  2006 YTD
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	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	2006 YTD
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2006 ACMS OPERATIONS SCORECARD - BILLING [**]

            JAN   FEB   MAR   APR   MAY JUNE JULY AUGUST SEPTEMBER OCT NOV DEC 2006 YTD
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2006 IP Broadband NM1 System Billing [**] Volumes by Market Segment Report

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	YTD
ENTERPRISE MARKET SEGMENT													
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CSG MARKET SEGMENT													
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SMB MARKET SEGMENT													
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Exhibit C

                          BELL MOBILITY

*   This page will be provided for each Critical and Important Service Level
     per Line of Business

1.   [**]

     Critical Service Level

Summary: comments related to this SL are indicated here e.g. explain deviation
etc.

[**]

Exhibit D

```
           SERVICE LEVELS CONTRACTUAL SCORECARD FOR BCH COMPANIES

                          (MONTH) 2006

           PRODUCED BY: BELL CANADA OUTSOURCING MANAGEMENT



                     MONTH                        MONTHLY PERFORMANCE
                --------------------  --------------------------------------------------
SERVICE LEVEL  ACTUAL  EXPECTED  MINIMUM  J   F   M   A   M   J   J   A   S   O   N   D   COMMENTS
- ------------- ------  --------  -------  --- --- --- --- --- --- --- --- --- --- --- ---  --------



SERVICE LEVEL LEGEND

Meet or Exceeds Expected Targets

Missed Objective between Expected and Minimum for a [**] time in a year

Missed Objective between Expected and Minimum for a [**] time or more in a year;
or anytime lower than minimum

                          CRITICAL SERVICE LEVELS


                              -1-
```

CONTRACTUAL SERVICE LEVELS SCORECARD FOR BCH

This slide is reserved to reflect Service Levels [**] status every month.

Bell will develop this tracking sheet and ACMS will report results when the [**] process mechanism will become applicable

ATTACHMENT SLA-D

SERVICE LEVEL DESCRIPTIONS

TABLE OF CONTENTS

M.   [**]

N.   [**]

O.   [**]

P.   [**]

Q.   [**]

A.   [**]

(a) [**] - Legacy Bills

"[**] - Legacy Bills" means, the total number of all Legacy Bills that do not [**] or, if such Bill does not become a Conso Bill, an [**], in a calendar month divided by the total number of Legacy Bills delivered in such calendar month, expressed as a percentage.

(b) [**] - Mobility Bills

"[**] - Mobility Bills" means the total number of all Mobility Bills that do not [**] or, if such Bill does not become a Conso Bill, an [**], in a calendar month divided by the total number of Mobility Bills delivered in such calendar month, expressed as a percentage.

(c) [**] - Sympatico Bills

"[**] - Sympatico Bills" means the total number of all Sympatico Bills that do not [**] or, if such Bill does not become a Conso Bill, an [**], in a calendar month divided by the total number of Sympatico Bills delivered in such calendar month, expressed as a percentage.

(d) [**] - Enterprise Services Bills

"[**] - Enterprise Services Bills" means the total number of all Enterprise Services Bills that do not [**], or if such Bill does not become a Conso Bill, an [**], in a calendar month divided by the total number of Enterprise Services Bills delivered in such calendar month, expressed as a percentage.

(e) [**] - Conso Bills (including Singles)

"[**] - Conso Bills" means the total number of all Conso Bills (including Singles) that do not [**] or an [**], in a calendar month divided by the total number of all Conso Bills (including Singles) delivered in such calendar month, expressed as a percentage.

For clarity, if there is a [**] in a Conso Bill that is attributable to an Environment other than Conso, that [**] will be incorporated in the calculation of the [**] CSL associated to that Environment. For example, if a Bill Category to be included in a Conso Bill does not [**] in

time for [**] because of a problem with the corresponding Environment, the
failure to [**] such Bill Category shall count as a [**] for that Environment.

(f) Adjustments

  (i) When [**] are discovered (whether because of a [**], ongoing
       verification, impact assessment or otherwise) for a previously
       reported month, the [**] reported values for that previous month will
       be adjusted to reflect the total number of Bills for the Bill Category
       [**] and the [**] results for this Service Level will be updated.

  (ii) Notwithstanding (i) above, for the purpose of determining whether
       there has been a Service Level Failure or a Service Level Default in
       respect of a [**] and [**] will only be counted for Bills that are
       produced after ACMS (or any of its subcontractors or Affiliates
       involved in the provision of the Services) becomes [**] (e.g. through
       the creation of a [**]) giving rise to such [**] or [**]. ACMS agrees
       that it shall, where reasonably possible, [**].

B.   [**]

(a) [**] - Legacy Bills

"[**] - Legacy Bills" means: (i) in a calendar month, the total number of all
Legacy Bills (that do not become Conso Bills) which are [**], as appropriate,
to: (x) [**] or such other Person as may be specified by Bell for [**] to the
Subscriber corresponding to the BAN for such Bill, or (y) the applicable server;
in each case within the number of days specified in Attachment SLA-B (Important
Service Levels) from the [**] for such Legacy Bills; divided by (ii) the total
number of all Legacy Bills (that do not become Conso Bills) to be [**] over such
monthly period, expressed as a percentage.

(b) [**] - Sympatico Bills

"[**] -   Sympatico Bills" means (i) in a calendar month, the total number of
           all Sympatico Bills (that do not become Conso Bills) which are [**],
           as appropriate, to: (x) [**] or such other Person as may be specified
           by Bell for [**] to the Subscriber corresponding to the BAN for such
           Bill, or (y) the applicable server; in each case within the number of
           days specified in Attachment SLA-A (Critical Service Levels) from the
           [**] for such Sympatico Bills; divided by (ii) the total number of all
           Sympatico Bills (that do not become Conso Bills) to be [**] over such
           monthly period, expressed as a percentage.

(c) [**] - Mobility Bills

"[**] -   Mobility Bills" means: (i) in a calendar month, the total number of
           all Mobility Bills (that do not become Conso Bills) which are [**], as
           appropriate, to: (x) [**] or such other Person as may be specified by
           Bell for [**] to the Subscriber corresponding to the BAN for such
           Bill, or (y) the applicable server; in each case within the number of
           days specified in Attachment SLA-A (Critical Service Levels) from the
           [**] for such Mobility Bills; divided by (ii) the total number of all
           Mobility Bills (that do not become Conso Bills) to be [**] over such
           monthly period, expressed as a percentage.

(d) [**] - Enterprise Services Bills

"[**] - Enterprise Services Bills" means: (i) in a calendar month, the total
number of all Enterprise Services Bills (that do not become Conso Bills) which
are [**], as appropriate, to: (x) [**] or such other Person as may be specified
by Bell for [**] to the Subscriber corresponding to the BAN for such Bill, or
(y) the applicable server; in each case within the number of days specified in
Attachment SLA-A (Critical Service Levels) from the [**] for such Enterprise
Services Bills; divided by (ii) the total number of all Enterprise Services
Bills (that do not become Conso Bills) to be [**] over such monthly period,
expressed as a percentage.

(e) [**] - Conso Bills

"[**] - Conso Bills" means, in a calendar month: (i) the total number of all
Conso Bills (including Singles) which are [**], as appropriate, to: (x) [**] or
such other Person as may be specified by Bell for [**] to the Subscriber
corresponding to the BAN for such Bill, or (y) the applicable server; within the
number of days specified in Attachment SLA-A (Critical Service Levels) of the
Conso [**] for such Conso Bill; divided by (ii) the total number of all Conso
Bills (including Singles) which are to be [**] over such monthly period,
expressed as a percentage.

(f) Adjustments

     (i) If Bell is responsible for a [**], additional batches or full or
          partial "undo" of a [**], all hours associated with the [**] will [**]
          ACMS's performance metric for the related CSL (or ISL for Legacy
          Bills).

     (ii) If ACMS is responsible for a [**], all hours associated with the [**]
          will [**] ACMS's performance metric for the related CSL (or ISL for
          Legacy Bills).

(iii) In calculating the CSLs (or ISL for Legacy Bills) for [**], the [**]
      (i.e. the day after the [**] ends, or the date established by the
      CRTC) or the Conso [**], as applicable, [**] and thereafter only [**]
      will be counted. For example, if the last day of a [**] was a [**],
      the [**] would be [**] (i.e. [**]) and [**] would [**], such that the
      following [**] (if a [**]) would be counted as [**]. Also for example,
      if the last day of a [**] was a [**], the [**] would be [**] (i.e.
      [**]) and [**] would not be counted, such that the following [**] (if
      a [**]) would be counted as [**]. Similarly, if the Conso [**] is a
      [**] (i.e. [**]), [**] would not be counted, such that the following
      [**] (if a [**]) would be counted as [**].

C.   [**]

"[**]" means, for each Bill Category, the total number[**] of [**] in a calendar
month, less the total number of [**] during the monthly period that were [**] on
the day they were received, divided by the total number of [**] during the
monthly period, expressed as a percentage. The foregoing calculation will
measure [**] on a Business Day before [**] after such time shall be [**] on the
following Business Day. The calculation will exclude any measurements that have
been delayed due to mutually planned outages or agreed upon extended maintenance
periods. [**] file measurements shall be excluded on a given day from the
calculation if Bell requests that ACMS temporarily delay its [**] to confirm for
correct input file processing. For example, Bell may request ACMS delay the [**]
due to files it sends to ACMS out of sequence.

D.   [**]

"[**]" is the [**] the Environments during the [**], as measured by the [**] for
[**].

This CSL (or ISL for the Legacy Environment) is calculated as follows: [**].

For the purposes of the [**] definition, the following terms have the following
meanings:

[**] Committed [**]   The [**] Time less the [**] Time.

[**]Time   The sum of all [**] Minutes for the applicable
                      Environment.

[**] Time   [**] time plus temporary changes to the [**] approved by
                      Bell pursuant to the Change Order Process.

Maintenance [**]   The mutually agreed [**] that the Environment is [**] in
                      order to allow ACMS to perform routine [**].

System [**]Minutes   The time the Environment is scheduled to be [**] which in
                      all cases shall be [**], unless otherwise agreed to by
                      Bell.

Ticket   A trouble ticket opened in ACMS's trouble ticketing system
                      (which as of the Effective Date, is the Clarify system).

Ticket Start Time   The time that a Ticket is received in ACMS's trouble
                      ticketing system and electronically stamped as open.

Ticket [**] Time   When the Ticket is [**] (as defined below for the [**].

Ticket Time [**]   The Ticket [**] Time until the Ticket [**] Time (in
                      minutes) less Pending Time (in minutes).

Total Time [**]   The total Ticket Time [**] for all [**] Tickets during the
                      monthly period.

[**] Time   The time that a Ticket is [**] by ACMS to a [**] outside
                      the control of ACMS (it being acknowledged that ACMS's
                      subcontractors and Affiliates

are within ACMS's control) and the time that ACMS is
awaiting approval from Bell for the implementation of a
proposed solution to a [**] Ticket where such [**] upon
ACMS's request for approval from the appropriate Bell
representative. For clarity, the following Clarify Pending
attributes are used in conjunction with the Ticket [**]:

- Pending 3rd Party [**]

- Pending Problem [**]

- Pending Customer [**]

- Pending Missing [**]

E.   [**]

"[**]" measures online [**] that are [**] within the [**] set out in the table
below for the Ticket's priority during a calendar month. [**] is measured from
the [**] Time to the [**] Time, as defined above.

The CSL (or ISL for the Legacy Environment) for "[**] (P1-Outage, P1, P2 & P3)"
is calculated by [**].

The ISL for "[**] (P4)" is calculated by [**].

For the purposes of this Agreement, "[**]" means that ACMS has provided an
acceptable [**] other [**] (which may include an approved Business [**]) or a
[**] to the Incident.

The following table has been provided which defines the circumstances which
constitute a P1 Outage, P1, P2, P3 and P4 Ticket. The definitions used in the
table are set out below it.

DECISION CRITERIA

PRIORITY	[**]	CRITICAL ELEMENT OR KEY FUNCTION	SIGNIFICANT USERS [**]	OUTAGE, SEVERE DEGRADATION OR DEGRADATION	AVAILABILITY OF BUSINESS [**]
P1 Outage	[**]	[**]	[**]	[**]	[**]
P1		[**]	[**]	[**]	[**]
	[**]	[**]	[**]	[**]	[**]
P2		[**]	[**]	[**]	[**]
		[**]	[**]	[**]	[**]
		[**]	[**]	[**]	[**]
		[**]	[**]	[**]	[**]
	[**]	[**]	[**]	[**]	[**]
P3		[**]	[**]	[**]	[**]
		[**]	[**]	[**]	[**]
	[**]	[**]	[**]	[**]	[**]
P4		[**]	[**]	[**]	[**]
		[**]	[**]	[**]	[**]
		[**]	[**]	[**]	[**]
	[**]	[**]	[**]	[**]	[**]

[**]

For the purposes of clarity, the following definitions used in the above table
have been provided.

[**]   Refer to list below this table.

BUSINESS [**]   A [**] provided by ACMS or a mutually acceptable manually
                        based business [**] that allows business to continue in a
                        reasonable manner.

DEGRADATION   Any element or function in or of an Environment that is
                        working non-optimally but well enough to allow business
                        activities to continue in a reasonable manner compared to
                        situation prior to degradation.

OUTAGE   Complete loss of service of an element or function in or of
                        an Environment.

SEVERE DEGRADATION   Any element or function in or of an Environment that is
                        unavailable or works in such a manner that any users or
                        customers experience significant delays in or difficulties
                        with its use compared to situation prior to degradation.

SIGNIFICANT USERS   [**] of any users or customers in a functional group are
                        impacted. Bell determines which users or customers comprise
                        a functional group.

[**]

"[**]" means an [**]of an Environment that is [**] to Bell's business and
includes [**] which, if [**], would affect the [**] of the Environment, would
not allow Bell's business requirements [**] or would affect [**] ability to [**]
their jobs. Without limiting the generality of the foregoing:

(a) the following are [**] for the [**] ENVIRONMENT for the purposes of Ticket
     prioritization:

     -    [**]

(b) the following are [**] for the SYMPATICO ENVIRONMENT for the purposes of
     Ticket prioritization:

     -    [**]

(c) the following are [**] for the CONSO ENVIRONMENT for the purposes of Ticket
     prioritization:

     -    [**]

[**]

"[**]" are [**] which Bell deems [**] to maintain its interface with its
Subscribers. Without limiting the generality of the foregoing:

(a) the following functions are [**] for the [**] ENVIRONMENT for the purposes
     of Ticket prioritization:

     -    [**]

(b) the following functions are [**] for the SYMPATICO ENVIRONMENT for the
     purposes of Ticket prioritization:

     -    [**]

(c) the following functions are [**] for the CONSO ENVIRONMENT for the purposes
     of Ticket prioritization:

     -    [**]

F.   [**]

All [**] relating to [**] for each Bill Category which has been [**] within a
[**] day of each month must be confirmed (minimum of[**]% of account base) as
accurate for Bell's [**] purposes by the first Business Day of the following
month. This includes all Billing Cycles for that month that are scheduled
between the [**] and the [**].

This ISL is calculated as follows: for each Bill Category, the total number of
[**] confirmed for [**] for the month that are scheduled between the [**] and
the [**] inclusive divided by the total [**] for the [**] processed for the
month that are scheduled between the [**] and the [**] inclusive, expressed as a
percentage.

For the purposes of clarity, the formula can be stated as: (Total # [**]
Confirmed [**] to [**]) Total # [**] Processed [**] to [**]) x100 = % result.

[**]

G.   [**]

The total number [**] made by any customer service representatives [**] for each
Bill Category by ACMS, expressed as a percentage.

This ISL is calculated as follows: for the Bill Categories set out in Attachment
SLA-B (Important Service Levels), the total number of [**] received in a
calendar month where the inquiry was [**] by the [**] after [**] of the inquiry
by ACMS divided by the total number of [**] in the month, expressed as a
percentage. For clarity, [**] shall be the date of [**] of the [**].

For the purposes of clarity, the formula can be stated as: total # billing
inquiries resolved by the end of the [**]) total # [**] received x100 = %
result.

H.   [**]

[**] measures the total number of [**] made by any customer service
representatives which are [**] for each Bill Category by ACMS.

This ISL is calculated as follows: for each Bill Category, the total number of
[**] in a calendar month which are [**] after [**] of the [**] by ACMS divided
by the total number of [**] in the month, expressed as a percentage. For
clarity, [**] shall be the date of [**] of the [**].

For the purposes of clarity, the formula can be stated as: total # [**] by the
end of the [**]) total # [**] x100 = % result.

I.   [**]

ACMS will measure the quality of [**] either directly or through third parties that they manage. This indicator measures the quality of the [**] to the [**] and the effectiveness of the [**] of payments.

[**]: [**]

This ISL is calculated as follows: [**]. For clarity, [**] shall be the date of receipt of the [**].

For the purposes of clarity, the formula can be stated as: [**].

J.   [**]

ACMS will measure the quality of [**] either directly or through third parties that they manage. This indicator measures the quality of the [**] of the [**] to the [**] accounts and the [**] of the [**] of payments.

This ISL is calculated as follows: for each Bill Category, the total number of [**] to the [**] by the [**] of [**] divided by the total number of such [**] in the month expressed as a percentage. For clarity, [**] shall be the date of [**] of the [**].

[**] means [**].

For the purposes of clarity, the formula can be stated as: [**]

K.   [**]

ACMS will process all [**] in a timely and accurate manner. [**]

This ISL is calculated as follows: [**]. For clarity, [**] shall be the date of [**] of the [**] from Bell.

For the purposes of clarity, the formula can be stated as: [**].

L.   [**]

ACMS will process all [**] in a timely and accurate manner. [**].

This ISL is calculated as follows: [**]. For clarity, [**] shall be the date when the [**] problem occurred.

For the purposes of clarity, the formula can be stated as: [**].

M.   [**]

ACMS will process all [**] in a timely and accurate manner. [**].

This ISL is calculated as follows: [**]. For clarity, [**] shall be the date the order is [**].

For the purposes of clarity, the formula can be stated as: [**].

N.   [**]

[**] is the average amount of [**] for representative [**] to be [**].

The [**] Average [**] Time shall be measured by taking a sample of X representative [**] (provided by Bell) at [**]. This number for each [**] type will then be compared to a target as set out in the table below for each [**]. The [**] will be calculated using a [**] rolling period divided by the total applicable [**] during [**] months rolling period x 100%.

For the purpose of clarity, refer to the example below.


```
[**]
EXAMPLE:    OBJECTIVE    JAN
[**]        [**]         [**]
CONSO       [**]         [**]
SYMPATICO   [**]         [**]
```

NOTE: The results month over month cannot be viewed as missing or meeting an objective. In this rolling month model, the objective is compared to the results at the end of the year. [**] can be added or deleted throughout the year, the denominator each month will adjust accordingly.

[**] CALCULATIONS:
[**]
[**]
[**]
[**]

CONSO CALCULATIONS:
[**]
[**]
[**]
[**]

SYMPATICO CALCULATIONS:
[**]
[**]
[**]
[**]

For the purpose of clarity, a sample list of [**] types and targets has been
provided below.

SAMPLE OF [**] TYPES AND TARGETS

[**] NAME	AVERAGE [**] (IN SECONDS)	TARGET
[**]		[**]
[**]		[**]
[**]		[**]
[**]		[**]
[**]		[**]
[**]		[**]
[**]		[**]
[**]		[**]
[**]		[**]
[**]		[**]
[**]		[**]
[**]		[**]
[**]		[**]
[**]		[**]
[**]		[**]

CONSO [**] NAME	AVERAGE [**] (IN SECONDS)	TARGET
[**]		[**]
[**]		[**]
[**]		[**]
[**]		[**]
[**]		[**]
[**]		[**]
[**]		[**]
[**]		[**]

[**]   [**]

SYMPATICO [**] NAME AVERAGE [**] (IN SECONDS)   TARGET

[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]

O.   [**]

This ISL measures the percentage of [**] (reported by [**]) which are acknowledged within the required [**] during a calendar month. [**] is measured from the time a [**] in the system, to when it is acknowledged (when a [**] has been [**] to investigate the [**]). The following are the required [**]: [**].

This ISL is calculated as follows: [**].

P.   [**]

ACMS shall perform the Services in accordance with the [**] Service Level for all the Legacy applications. This ISL is calculated in this manner: [**].

Measurement: [**].

Definition of [**]: means a failure of a component for which ACMS has responsibility pursuant to the Agreement, which failure requires intervention to restore a [**] job to its normal operation.

Q.   [**]

This ISL measures all the [**] and [**] which are required to be delivered pursuant to Section I.4 of this Agreement for (1) [**] and (2) [**] of reports. A report is considered "[**]" if it is delivered by [**] of the due date. A report would be considered "[**]" if within [**] days of the due date, the report is [**], contains [**] information and the [**] in the report is [**] means that both the [**] for the raw data and the [**] to calculate the [**] in the report would be provided to Bell upon request. If the review of the [**] proves that the [**] in the report is not [**], then the report would be considered [**] (i.e. the report would not meet the ISL). The monthly value for this ISL would be calculated by dividing the number of [**] and [**] reports delivered

pursuant to Section I.4 of this Agreement for that month by the total number of
reports (including the reports that were either not [**] or [**]) for that
month.

SERVICE LEVEL ROOT CAUSE ANALYSIS REPORT

SERVICE LEVEL ROOT CAUSE ANALYSIS REPORT

1.   DESCRIPTION OF INCIDENT:

2.   DATE OF INCIDENT:

3.   NAME OF AFFECTED SERVICE LEVEL NOT MEETING PERFORMANCE TARGET (IF
     APPLICABLE)

4.   CATEGORY: CRITICAL SERVICE LEVEL OR IMPORTANT SERVICE LEVEL

5.   ANALYSIS

     Provide an overview of what happened. Make analysis and specify major
     events / applications / incidents which impacted the related Service Level
     results

6.   ROOT CAUSE ANALYSIS OF THE INCIDENT OR THE SERVICE LEVEL PERFORMANCE
     DEGRADATION

     Finding the root cause requires asking the question "why" numerous times.
     Only by understanding the true root cause can the right solution be
     provided.

     Identify if root cause analysis has been performed for various outages or
     performance degradation for some events / applications / incidents which
     impacted the related Service Level results. Explain the results.

7.   HAS THIS TYPE OF INCIDENT OR SERVICE LEVEL PERFORMANCE DEGRADATION OCCURRED
     BEFORE? IF SO, WHEN? UNDER WHAT CONDITIONS?:

     Were the recommendations to address the previous problems actioned and
     completed?

8.   ACTIONS TAKEN AND RECOMMENDED TO AVOID RE-OCCURRENCE OF THIS INCIDENT OR
     SERVICE LEVEL PERFORMANCE DEGRADATION:

9.   OTHER RECOMMENDATIONS/COMMENTS:

```
                      CHANGE PROPOSAL
[**]

CHANGE PROPOSAL #: [**]                        DATE: JUNE 20, 2006

TO:     Bell Canada ("BELL")

FROM:   Amdocs Canadian Managed Services Inc. ("ACMS")

SUBJECT: Change Order under the Further Amended and Restated Master Outsourcing
         Services Agreement (the "FARMOSA").

                    **************************

This Change Proposal is made pursuant to and is subject to the terms and
conditions of the FARMOSA (including Exhibit G thereof) and is binding only when
both Bell and ACMS have executed this Change Proposal. Upon execution by Bell
and ACMS of this Change Proposal, this Change Proposal shall constitute an
amendment to the FARMOSA.

1.   DESCRIPTION OF THE PROPOSED SOLUTION

     Currently the [**] is delivered using [**] created via the [**]. There is a
     strong need to [**] the [**] of the [**].

     Instead of [**] details to [**] they will be [**], to be used by [**] to
     produce [**] for end customers. As result of this [**] in [**], the [**]
     will be [**].

2.   PROPOSED IMPLEMENTATION APPROACH AND, IF APPLICABLE, CONTINGENCY PROCEDURES

     The project approach is to establish the [**] within [**] (completed with
     the [**]). The project will capture [**] and [**] so that it will be [**].

     Each Party [**] (including [**] that are the responsibility of such Party)
     incurred in the implementation of this initiative and for any activities
     assigned to it in connection herewith as such obligations may be further
     described in any applicable detailed roles and responsibilities tables
     prepared by the Parties.

3.   PROPOSED IMPLEMENTATION SCHEDULE (INCLUDING IMPLEMENTATION DATES AND
     APPROXIMATE TIMES)

     The intended date for completion is [**] and will coincide with [**]. These
     migration activities will [**] all [**] detailed [**].


                        1 of 3
```

4.   EVALUATION OF THE EXTENT TO WHICH THE IMPLEMENTATION OF THE CHANGE WOULD
     IMPACT THE SERVICES, SERVICE LEVELS AND/OR FEES

     The delivered Services will be changed so that the output [**] vs. the
     [**]. ACMS has communicated the transfer of these functions to [**] in a
     [**] with the [**]. A few meetings have occurred with [**] representatives
     to communicate this initiative to make all parties aware of this.

5.   IMPACT OF THE CHANGE TO THE FARMOSA

     Approval of this Proposal by Bell, will result in the [**] as described in
     Sections 1 & 4 above and will [**] beyond what may be stipulated in the
     Agreement Amending the FARMOSA and MLSA. There will be no [**] to the
     FARMOSA Service Levels.

6.   RISK MITIGATION

     -    Bell approval of the [**] of the Project in the [**] timeframe.

     -    [**] with [**] for the Project, and on all Phases of the [**].

     -    Mitigation of risk is included in all of the [**]. These include [**]
          Bell stakeholders and [**] being used.

     -    Assessment and evaluation of Project and Deployment strategies

     -    Full deployment of [**] activities and [**] and [**] customers [**]
          for [**].

7.   IMPACTS AND/OR BENEFITS TO BELL

     [**] contemplated by this initiative are dealt with in the Agreement
     Amending the FARMOSA and MLSA to which this Change Proposal is attached as
     part of Annex C thereto.

8.   OUTLINE OF ANY OTHER MATTERS RELEVANT TO THE CHANGE

     As stated in the Agreement Amending the FARMOSA and MLSA:

     "With respect to the [**] the Parties agree that in the event that such
     Initiative is not [**]" by [**], then for any period following such date
     and until the [**] Bell shall [**] ACMS [**] for the [**] of the [**]
     during the period from [**] until the "[**]" for such Initiative."

ACMS

BY: /s/ Derek Rickaby

Authorized signature

Derek Rickaby
Name of authorized representative
(Print)

VP & CBE
Title
October 5, 2006
- ---------------------------------
Date

AGREED TO BY BELL THIS 5th DAY OF October, 2006

BELL CANADA

BY: /s/ Greg Kowal

Authorized signature
Greg Kowal
- -------------------------------------
Name of authorized representative
(Print)
SVP Enterprise System Billing & Infrastructure
- ---------------------------------
Title
October 5, 2006
- ---------------------------------
Date

CHANGE ADVICE

[**]

CHANGE ADVICE #: [**]   DATE: JUNE 27, 2006

TO: Bell Canada ("BELL")
FROM: Amdocs Canadian Managed Services Inc. ("ACMS")

                    ****

1.   DESCRIPTION OF CHANGE (INCLUDING SCOPE AND OBJECTIVES):

     [**] received via the [**] tool for [**] products. Billing advices are for
     [**].

     [**] and [**] to [**].

2.   IMPLEMENTATION APPROACH, AND IF APPLICABLE, CONTINGENCY PROCEDURES:

     Populating the following information into [**] will be done utilizing the
     autoloader tool/functionality

[**]   ACTION
[**]   [**]
[**]   [**]
[**]   [**]
[**]   [**]
[**]   [**]
[**]   [**]
[**]   [**]
[**]   [**]
[**]   [**]
[**]   [**]
[**]   [**]
[**]   [**]

RISK MITIGATION:


```
RISKS     CONTINGENCIES
- -----   -------------

[**]          [**]
[**]          [**]
[**]          [**]
[**]          [**]
[**]          [**]
```


Each Party [**] (including [**] that are the responsibility of such Party)
incurred in the [**] and for any [**] assigned to it in connection herewith
as such obligations may be further described in any applicable detailed
roles and responsibilities tables prepared by the Parties.

With the [**], Amdocs will continue [**] as well [**] to the point of entry
into [**] will require manual intervention. There will be no [**] current
bill quality metrics.

3.   IMPLEMENTATION SCHEDULE (INCLUDING IMPLEMENTATION DATES AND APPROXIMATE
      TIMES):

      [**] will be done [**], lead by [**]. Full implementation targeted for max
      [**] after beginning of the project. An effort will be done to implement
      [**].

4.   EVALUATION OF THE EXTENT TO WHICH THE IMPLEMENTATION OF THE CHANGE WOULD
      IMPACT THE SERVICES, SERVICE LEVELS AND/OR FEES:

      See Section 5 below.

5.   IMPACT OF THE CHANGE TO THE FARMOSA

      Implementation of this Change Advice [**] in any [**] what may be [**] in
      the Agreement Amending the FARMOSA and MLSA. There will be no negative
      impact or change [**].

6.   IMPACTS AND/OR BENEFITS TO BELL:


```
DESCRIPTION   IMPACT
- -----------   ------

    [**]          [**]
    [**]          [**]
    [**]          [**]
    [**]          [**]
```


      Any [**] by this initiative are dealt with in the Agreement Amending the
      FARMOSA and MLSA to which this Change Advice is attached as part of Annex C
      thereto.

      [**] Services delivered to Bell.

7.   SUPPORT REQUIRED FROM BELL

      -    Bell needs to approve, support and participate in [**] of the project
           including [**].

- Bell needs to [**] assigned to the project

- Bell needs to allow for any [**] due to modifications/changes made to [**] and/or the [**]

- Bell needs to enforce [**] to ensure [**]

- Bell will need to help engage [**]

8. OUTLINE OF ANY OTHER RELEVANT MATTERS RELATIVE TO THE CHANGE:

    None.

AMDOCS CANADIAN MANAGED SERVICES INC   BELL CANADA ACKNOWLEDGEMENT

BY: /s/ Derek Rickaby   BY: /s/ Greg Kowal
   --------------------------------   ------------------------------------
Authorized signature   Signature
Derek Rickaby   Greg Kowal
- ------------------------------------   --
Name of authorized representative   Name of representative (Print)
(Print)
                                        SVP Enterprise System Billing &
VP Client Business Executive   Infrastructure
- ------------------------------------   --
Title   Title
October 5, 2006   October 5, 2006
- ------------------------------------   --
Date   Date

CHANGE PROPOSAL

[**]

CHANGE PROPOSAL #: [**]   DATE: AUGUST 22, 2006

TO: Bell Canada ("BELL")

FROM: Amdocs Canadian Managed Services Inc. ("ACMS")

SUBJECT: Change Order under the Further Amended and Restated Master Outsourcing
         Services Agreement (the "FARMOSA").

                        ****

This Change Proposal is made pursuant to and is subject to the terms and
conditions of the FARMOSA (including Exhibit G thereof) and is binding only when
both Bell and ACMS have executed this Change Proposal. Upon execution by Bell
and ACMS of this Change Proposal, this Change Proposal shall constitute an
amendment to the FARMOSA.

1.   DESCRIPTION OF THE PROPOSED SOLUTION

     Currently [**] provides customers [**] to their billing details [**]
     received from [**] are loaded onto [**] and [**] to customers on a monthly
     basis. Customers are now being [**] for [**] to their billing details. This
     Bell initiated project [**] has been in progress for approximately [**].
     Upon completion, the [**] application and function will [**] be required to
     provide this service, and can be [**].

2.   PROPOSED IMPLEMENTATION APPROACH AND, IF APPLICABLE, CONTINGENCY PROCEDURES

     Bell's [**], has been established as a [**] for all eligible customers. All
     [**] are affected. The [**]), which receives [**] and [**], will receive
     [**] via an [**]. Implementation will be effected via [**] of the existing
     customer base to [**].

3.   PROPOSED IMPLEMENTATION SCHEDULE (INCLUDING IMPLEMENTATION DATES AND
     APPROXIMATE TIMES)

     The intended date for completion of [**] customers is [**]. As of [**],
     approximately [**] customers have already been [**].

4.   EVALUATION OF THE EXTENT TO WHICH THE IMPLEMENTATION OF THE CHANGE WOULD
     IMPACT THE SERVICES, SERVICE LEVELS AND/OR FEES

     As Bell no longer requires it, the delivered Services will be changed so
     that the [**] service will [**] be [**].

5.   IMPACT OF THE CHANGE TO THE FARMOSA

     Approval of this Proposal by Bell, will result in the [**] being changed as
     described in Sections 1 & 4 above and [**] beyond what may be stipulated in
     the Agreement Amending the FARMOSA and MLSA. There will be no [**] or
     change to the FARMOSA [**].

6.   RISK MITIGATION

     -    Bell's confirmation and approval of all [**] for all [**] customers.

     -    Assessment and evaluation of Project and Deployment strategies

     -    Extensive involvement by the [**]

7.   IMPACTS AND/OR BENEFITS TO BELL

     Any [**] contemplated by this initiative are dealt with in the Agreement
     Amending the FARMOSA and MLSA, to which this Change Proposal is attached as
     part of Annex C thereto.

8.   OUTLINE OF ANY OTHER MATTERS RELEVANT TO THE CHANGE

     None.

                                       AGREED TO BY BELL THIS 5th
                                       DAY OF October, 2006

ACMS   BELL CANADA

BY: /s/ Derek Rickaby   BY: /s/ Greg Kowal
   --------------------------------   ------------------------------------
Authorized signature   Authorized signature
                                       Greg Kowal
Derek Rickaby   --
Name of authorized representative   Name of authorized representative
(Print)   (Print)
                                       SVP Enterprise System Billing &
                                       Infrastructure
VP & CBE   --
Title   Title
October 5, 2006   October 5, 2006
- ----------------------------------   --
Date   Date

                          2 of 2

Change Proposal

[**]

Change Proposal #:[**]   Date: August 22, 2006

To: Bell Canada ("Bell")

From: Amdocs Canadian Managed Services Inc. ("ACMS")

Subject: Change Order under the Further Amended and Restated Master
                 Outsourcing Services Agreement (the "FARMOSA").

                      ****

This Change Proposal is made pursuant to and is subject to the terms and
conditions of the FARMOSA (including Exhibit G thereof) and is binding only when
both Bell and ACMS have executed this Change Proposal. Upon execution by Bell
and ACMS of this Change Proposal, this Change Proposal shall constitute an
amendment to the FARMOSA.

1.   Description of the proposed solution

     [**]) provides customers with a [**] from across [**]) billed in [**].
     Billing details received from [**] are summarized using the [**] to produce
     a [**] invoice page. The individual invoices are then [**], and together
     with the summary page [**] to the customers. [**] are now being [**]) for
     [**] to their billing details. This [**] project and the [**] has started
     effective the [**]. Upon completion, the [**] and function will [**] be
     required to provide this service, and can be [**].

2.   Proposed implementation approach and, if applicable, contingency procedures

     Bell's [**]), has been established as a [**] for all eligible customers.
     All [**] market segments [**]. Implementation will be effected [**] of the
     existing customer base [**].

3.   Proposed implementation schedule (including implementation dates and
     approximate times)

     The [**] for completion of the [**] of all [**] is [**] is scheduled to
     be completed by [**] are expected to be rendered [**]for [**], and any
     outstanding balances managed through to the [**].

4.   Evaluation of the extent to which the implementation of the change would
     impact the Services, Service Levels and/or Fees

     As Bell [**], the delivered Services will be [**] service will [**].

5. Impact of the change to the FARMOSA

    Approval of this [**], will result in the scope of the [**] as described in
    Sections 1 & 4 above and [**] beyond what may be stipulated in the
    Agreement Amending the FARMOSA and MLSA. There will be no [**] to the
    FARMOSA Service Levels.

6. Risk Mitigation

    | | Bell's confirmation and approval of [**].

    | | Assessment and evaluation of [**]

    | | [**]

7. Impacts and/or Benefits to Bell

    Any [**] contemplated by this initiative are dealt with in the Agreement
    Amending the FARMOSA and MLSA, to which this Change Proposal is attached as
    part of Annex C thereto.

8. Outline of any other matters relevant to the change

    Should Bell determine that they want the [**] customers to [**] than [**],
    the [**] of the scope of this Change Proposal and will have [**]. It is
    expected that there will be [**] to Bell associated with not utilizing
    only [**].

    ACMS will continue to adhere to the Operating Agreements in place for
    the [**].

                                        AGREED TO BY BELL THIS 5th
                                                          ----
                                        DAY OF October   , 2006

    ACMS   BELL CANADA

    BY: /s/ Derek Rickaby   BY: /s/ Greg Kowal
       ---------------------------------   ----------------------------
    Authorized signature   Authorized signature

    Derek Rickaby   Greg Kowal
    -------------------------------------   ----------------------------
    Name of authorized representative   Name of authorized representative
    (Print)   (Print)

    VP & CBE   SVP Enterprise System Billing &
                                        Infrastructure
    -------------------------------------   ----------------------------
    Title   Title
    October 5, 2006   October 5, 2006
    -------------------------------------   ----------------------------
    Date   Date

                           2 of 2