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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 10-Q**

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(Mark One)

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES  
EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2013

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES  
EXCHANGE ACT OF 1934**

For the transition period from to

Commission file number 0-27512

**CSG SYSTEMS INTERNATIONAL, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**47-0783182**  
(I.R.S. Employer  
Identification No.)

**9555 Maroon Circle**  
**Englewood, Colorado 80112**  
(Address of principal executive offices, including zip code)

**(303) 200-2000**  
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

YES  NO

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

YES  NO

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer  (Do not check if a smaller reporting company)

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

YES  NO

Shares of common stock outstanding at May 3, 2013: 33,884,704

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CSG SYSTEMS INTERNATIONAL, INC.  
FORM 10-Q for the Quarter Ended March 31, 2013  
INDEX

	<u>Page No.</u>
Part I - FINANCIAL INFORMATION	
Item 1. Condensed Consolidated Balance Sheets as of March 31, 2013 and December 31, 2012 (Unaudited)	3
Condensed Consolidated Statements of Income for the Quarters Ended March 31, 2013 and 2012 (Unaudited)	4
Condensed Consolidated Statements of Comprehensive Income for the Quarters Ended March 31, 2013 and 2012 (Unaudited)	5
Condensed Consolidated Statements of Cash Flows for the Quarters Ended March 31, 2013 and 2012 (Unaudited)	6
Notes to Condensed Consolidated Financial Statements (Unaudited)	7
Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations	13
Item 3. Quantitative and Qualitative Disclosures About Market Risk	21
Item 4. Controls and Procedures	22
Part II - OTHER INFORMATION	
Item 1. Legal Proceedings	23
Item 1A. Risk Factors	23
Item 2. Unregistered Sales of Equity Securities and Use of Proceeds	29
Item 6. Exhibits	29
Signatures	30
Index to Exhibits	31

**CSG SYSTEMS INTERNATIONAL, INC.**  
**CONDENSED CONSOLIDATED BALANCE SHEETS—UNAUDITED**  
(in thousands, except per share amounts)

	March 31, 2013	December 31, 2012
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 146,158	\$ 136,473
Short-term investments	26,545	32,848
Total cash, cash equivalents and short-term investments	172,703	169,321
Trade accounts receivable:		
Billed, net of allowance of \$ 3,618 and \$3,147	179,093	191,943
Unbilled and other	34,766	33,859
Deferred income taxes	15,828	22,244
Income taxes receivable	16,779	6,469
Other current assets	17,855	17,099
Total current assets	437,024	440,935
Non-current assets:		
Property and equipment, net of depreciation of \$ 125,277 and \$ 120,643	37,211	39,429
Software, net of amortization of \$ 71,334 and \$ 68,513	36,969	36,729
Goodwill	226,309	233,365
Client contracts, net of amortization of \$ 82,743 and \$ 184,763	68,750	76,388
Deferred income taxes	2,586	2,596
Income taxes receivable	409	1,292
Other assets	15,751	16,207
Total non-current assets	387,985	406,006
Total assets	\$ 825,009	\$ 846,941
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Current maturities of long-term debt	\$ 15,000	\$ 15,000
Client deposits	32,827	33,807
Trade accounts payable	32,764	30,473
Accrued employee compensation	35,093	61,083
Deferred revenue	58,520	47,691
Income taxes payable	2,436	2,116
Other current liabilities	17,204	21,562
Total current liabilities	193,844	211,732
Non-current liabilities:		
Long-term debt, net of unamortized original issue discount of \$ 24,003 and \$ 25,302	257,247	259,698
Deferred revenue	8,276	6,504
Income taxes payable	1,168	1,168
Deferred income taxes	21,172	21,674
Other non-current liabilities	16,645	19,526
Total non-current liabilities	304,508	308,570
Total liabilities	498,352	520,302
Stockholders' equity:		
Preferred stock, par value \$ .01 per share; 10,000 shares authorized; zero shares issued and outstanding	—	—
Common stock, par value \$ .01 per share; 100,000 shares authorized; 33,960 and 33,734 shares outstanding	658	653
Additional paid-in capital	461,400	461,497
Treasury stock, at cost, 31,858 and 31,530 shares	(734,754)	(728,243)
Accumulated other comprehensive income (loss):		
Unrealized gain on short-term investments, net of tax	2	3
Unrecognized pension plan losses and prior service costs, net of tax	(1,355)	(1,761)
Unrecognized loss on change in fair value of interest rate swaps, net of tax	(552)	(658)
Cumulative foreign currency translation adjustments	(6,514)	2,274
Accumulated earnings	607,772	592,874
Total stockholders' equity	326,657	326,639
Total liabilities and stockholders' equity	\$ 825,009	\$ 846,941

The accompanying notes are an integral part of these condensed consolidated financial statements.

**CSG SYSTEMS INTERNATIONAL, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF INCOME—UNAUDITED**  
(in thousands, except per share amounts)

	Quarter Ended	
	March 31, 2013	March 31, 2012
Revenues:		
Processing and related services	\$ 134,634	\$ 136,314
Software, maintenance and services	45,998	48,693
Total revenues	<u>180,632</u>	<u>185,007</u>
Cost of revenues (exclusive of depreciation, shown separately below):		
Processing and related services	61,577	61,960
Software, maintenance and services	31,777	28,009
Total cost of revenues	<u>93,354</u>	<u>89,969</u>
Other operating expenses:		
Research and development	28,545	27,922
Selling, general and administrative	34,797	31,625
Depreciation	5,000	5,837
Restructuring charges	901	702
Total operating expenses	<u>162,597</u>	<u>156,055</u>
Operating income	<u>18,035</u>	<u>28,952</u>
Other income (expense):		
Interest expense	(2,929)	(4,152)
Amortization of original issue discount	(1,299)	(1,203)
Interest and investment income, net	155	220
Other, net	(418)	(205)
Total other	<u>(4,491)</u>	<u>(5,340)</u>
Income before income taxes	13,544	23,612
Income tax benefit (provision)	1,354	(11,806)
Net income	<u>\$ 14,898</u>	<u>\$ 11,806</u>
Weighted-average shares outstanding—Basic:		
Common stock	32,133	32,392
Participating restricted stock	—	66
Total	<u>32,133</u>	<u>32,458</u>
Weighted-average shares outstanding—Diluted:		
Common stock	32,527	32,561
Participating restricted stock	—	66
Total	<u>32,527</u>	<u>32,627</u>
Earnings per common share:		
Basic	\$ 0.46	\$ 0.36
Diluted	\$ 0.46	\$ 0.36

The accompanying notes are an integral part of these condensed consolidated financial statements.

**CSG SYSTEMS INTERNATIONAL, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME—UNAUDITED**  
(in thousands)

	Quarter Ended	
	March 31, 2013	March 31, 2012
Net income	\$ 14,898	\$ 11,806
Other comprehensive income, net of tax:		
Foreign currency translation adjustments	(8,788)	3,291
Unrealized holding losses on short-term investments arising during period	(1)	—
Defined Benefit Pension Plan:		
Net loss arising from period (net of tax effect of \$(119) and \$0)	(183)	—
Amortization of actuarial loss included in net periodic pension cost (net of tax effect of \$ 28 and \$ 9)	43	(9)
Partial settlement of pension plan liability (net of tax effect of \$ 336 and \$ 0)	546	—
Net change in defined benefit pension plan	406	(9)
Cash flow hedges:		
Unrealized gains (losses) on change in fair value of interest rate swap contracts (net of tax effect of \$ 67 and (\$94))	210	( 153)
Reclassification adjustment for gains (losses) included in other income (expense) (net of tax effect of \$ 66 and (\$2))	104	(2)
Net change in cash flow hedges	106	( 151)
Other comprehensive income, net of tax	(8,277)	3,131
Total comprehensive income	<u>\$ 6,621</u>	<u>\$ 14,937</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

CSG SYSTEMS INTERNATIONAL, INC.  
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS—UNAUDITED  
(in thousands)

	Quarter Ended	
	March 31, 2013	March 31, 2012
Cash flows from operating activities:		
Net income	\$ 14,898	\$ 11,806
Adjustments to reconcile net income to net cash provided by operating activities-		
Depreciation	5,000	5,837
Amortization	9,736	10,302
Amortization of original issue discount	1,299	1,203
(Gain) loss on short-term investments and other	863	(8)
Deferred income taxes	6,447	(3,111)
Excess tax benefit of stock-based compensation awards	(537)	(286)
Stock-based employee compensation	3,610	3,147
Changes in operating assets and liabilities:		
Trade accounts and other receivables, net	10,229	13,252
Other current and non-current assets	(808)	(1,152)
Income taxes payable/receivable	(8,641)	14,614
Trade accounts payable and accrued liabilities	(29,450)	(14,045)
Deferred revenue	9,894	6,630
Net cash provided by operating activities	22,540	48,189
Cash flows from investing activities:		
Purchases of property and equipment	(4,492)	(2,318)
Purchases of short-term investments	(23,178)	(10,142)
Proceeds from sale/maturity of short-term investments	29,500	12,100
Acquisition of and investments in client contracts	(407)	(1,693)
Net cash provided by (used in) investing activities	1,423	(2,053)
Cash flows from financing activities:		
Proceeds from issuance of common stock	610	556
Repurchase of common stock	(11,343)	(8,078)
Payments on acquired equipment financing	—	(417)
Payments on long-term debt	(3,750)	(7,000)
Excess tax benefit of stock-based compensation awards	537	286
Net cash used in financing activities	(13,946)	(14,653)
Effect of exchange rate fluctuations on cash	(332)	192
Net increase in cash and cash equivalents	9,685	31,675
Cash and cash equivalents, beginning of period	136,473	146,733
Cash and cash equivalents, end of period	\$ 146,158	\$ 178,408
Supplemental disclosures of cash flow information:		
Net cash paid during the period for-		
Interest	\$ 3,378	\$ 4,473
Income taxes	611	242

The accompanying notes are an integral part of these condensed consolidated financial statements.

**CSG SYSTEMS INTERNATIONAL, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**

**1. GENERAL**

We have prepared the accompanying unaudited condensed consolidated financial statements as of March 31, 2013 and December 31, 2012, and for the quarters ended March 31, 2013 and 2012, in accordance with accounting principles generally accepted in the United States of America ("U.S.") ("GAAP") for interim financial information, and pursuant to the instructions to Form 10-Q and the rules and regulations of the Securities and Exchange Commission (the "SEC"). Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of our management, all adjustments (consisting only of normal recurring adjustments) considered necessary for a fair presentation of our financial position and operating results have been included. The unaudited Condensed Consolidated Financial Statements (the "Financial Statements") should be read in conjunction with the Consolidated Financial Statements and notes thereto, together with Management's Discussion and Analysis of Financial Condition and Results of Operations, contained in our Annual Report on Form 10-K for the year ended December 31, 2012, filed with the SEC. The results of operations for the quarter ended March 31, 2013 are not necessarily indicative of the expected results for the entire year ending December 31, 2013.

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

*Use of Estimates in Preparation of Financial Statements.* The preparation of the accompanying Financial Statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of our Financial Statements, and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

*Postage.* We pass through to our clients the cost of postage that is incurred on behalf of those clients, and typically require an advance payment on expected postage costs. These advance payments are included in "Client deposits" in the accompanying Condensed Consolidated Balance Sheets (the "Balance Sheet" or "Balance Sheets") and are classified as current liabilities regardless of the contract period. We net the cost of postage against the postage reimbursements for those clients where we require advance deposits, and include the net amount in processing and related services revenues.

*Cash and Cash Equivalents.* We consider all highly liquid investments with original maturities of three months or less at the date of the purchase to be cash equivalents. As of March 31, 2013, our cash equivalents consist primarily of institutional money market funds, commercial paper, and time deposits held at major banks.

As of March 31, 2013, we had \$4.1 million of restricted cash that serves to collateralize outstanding letters of credit. This restricted cash is included in "Cash and cash equivalents" in our Balance Sheet.

*Short-term Investments and Other Financial Instruments.* Our financial instruments as of March 31, 2013 include cash and cash equivalents, short-term investments, accounts receivable, accounts payable, interest rate swap contracts, and debt. Because of their short maturities, the carrying amounts of cash equivalents, accounts receivable, and accounts payable approximate their fair value.

Certain of our short-term investments and cash equivalents are considered "available-for-sale" and are reported at fair value in our Balance Sheets, with unrealized gains and losses, net of the related income tax effect, excluded from earnings and reported in a separate component of stockholders' equity. Realized and unrealized gains and losses were not material in any period presented.

All short-term investments held by us as of March 31, 2013 and December 31, 2012 have contractual maturities of less than one year from the time of acquisition. Proceeds from the sale/maturity of short-term investments for the three months ended March 31, 2013 and 2012 were \$29.5 million and \$12.1 million, respectively.

The following table represents the fair value hierarchy based upon three levels of inputs, of which Levels 1 and 2 are considered observable and Level 3 is unobservable, for financial assets and liabilities measured at fair value on a recurring basis (in thousands):

	March 31, 2013			December 31, 2012		
	Level 1	Level 2	Total	Level 1	Level 2	Total
<b>Assets:</b>						
Cash and cash equivalents:						
Money market funds	\$ 57,879	\$ —	\$ 57,879	\$ 23,119	\$ —	\$ 23,119
Commercial paper	—	24,297	24,297	—	38,582	38,582
Short-term investments:						
Commercial paper	—	25,795	25,795	—	32,100	32,100
U.S. government agency bonds	—	750	750	—	748	748
<b>Total</b>	<b>\$ 57,879</b>	<b>\$ 50,842</b>	<b>\$ 108,721</b>	<b>\$ 23,119</b>	<b>\$ 71,430</b>	<b>\$ 94,549</b>
<b>Liabilities:</b>						
Interest rate swap contracts (1)	\$ —	\$ 896	\$ 896	\$ —	\$ 1,069	\$ 1,069
<b>Total</b>	<b>\$ —</b>	<b>\$ 896</b>	<b>\$ 896</b>	<b>\$ —</b>	<b>\$ 1,069</b>	<b>\$ 1,069</b>

- (1) As of March 31, 2013, the fair value of the interest rate swap contract was classified on our Balance Sheet in "Other current liabilities". As of December 31, 2012, the fair value of the interest rate swap contracts were classified on our Balance Sheet in "Other non-current liabilities".

Valuation inputs used to measure the fair values of our money market funds were derived from quoted market prices. The fair values of all other financial instruments are based upon pricing provided by third-party pricing services. These prices were derived from observable market inputs.

We have chosen not to measure our debt at fair value, with changes recognized in earnings each reporting period.

The following table indicates the carrying value and estimated fair value of our debt as of the indicated periods (in millions):

	March 31, 2013		December 31, 2012	
	Carrying Value	Fair Value	Carrying Value	Fair Value
Credit Agreement (carrying value including current maturities)	\$ 146	\$ 158	\$ 150	\$ 163
Convertible debt (par value)	150	167	150	158

The fair value for our Credit Agreement was estimated using a discounted cash flow methodology, while the fair value for our convertible debt was estimated based upon quoted market prices or recent sales activity, both of which are considered Level 2 inputs.

**Income Taxes.** The income tax benefit recognized in the first quarter of 2013 reflects the benefit of research and development ("R&D") tax credits that we generated during 2012. As a result of the American Taxpayer Relief Act of 2012 being signed into law on January 2, 2013, we were unable to include these credits in our 2012 results of operations, as a change in tax law is accounted for in the period of enactment. Thus, the benefit of these credits is reflected in our first quarter 2013 results of operations.

### 3. STOCKHOLDERS' EQUITY AND EQUITY COMPENSATION PLANS

**Stock Repurchase Program.** We currently have a stock repurchase program, approved by our Board of Directors, authorizing us to repurchase our common stock from time-to-time as market and business conditions warrant (the "Stock Repurchase Program"). During the first quarters of 2013 and 2012, we repurchased 0.3 million shares of our common stock under the Stock Repurchase Program during both periods for \$6.5 million (weighted-average price of \$19.80 per share) and \$5.2 million (weighted-average price of \$15.84 per share), respectively. As of March 31, 2013, the total remaining number of shares available for repurchase under the Stock Repurchase Program totaled 2.3 million shares.

**Stock Repurchases for Tax Withholdings.** In addition to the above mentioned stock repurchases, during the first quarters of 2013 and 2012, we repurchased from our employees and then cancelled 0.2 million shares of common stock for \$4.8 million and 0.2 million shares of common stock for \$2.9 million, respectively, in connection with minimum tax withholding requirements resulting from the vesting of restricted common stock under our stock incentive plans.



*Stock-Based Awards.* A summary of our unvested restricted common stock activity during the first quarter ended March 31, 2013 is as follows (shares in thousands):

	Quarter Ended March 31, 2013	
	Shares	Weighted-Average Grant Date Fair Value
Unvested awards, beginning	1,956	\$ 17.63
Awards granted	894	19.47
Awards forfeited/cancelled	(11)	16.40
Awards vested	(703)	17.59
Unvested awards, ending	<u>2,136</u>	<u>\$ 18.42</u>

Included in the awards granted during the quarter ended March 31, 2013, are performance-based awards for 175,384 restricted common stock shares issued to members of executive management, which vest in equal installments over three years upon meeting either pre-established financial performance objectives or pre-established stock price objectives. The performance-based awards become fully vested upon a change in control, as defined, and the subsequent involuntary termination of employment.

All other restricted common stock shares granted during the quarter ended March 31, 2013 are time-based awards, which vest annually over four years with no restrictions other than the passage of time. Certain shares of the restricted common stock become fully vested upon a change in control, as defined, and the subsequent involuntary termination of employment.

We recorded stock-based compensation expense for the first quarters of 2013 and 2012 of \$3.6 million and \$3.1 million, respectively.

#### 4. EARNINGS PER COMMON SHARE

Basic and diluted earnings per common share ("EPS") amounts are presented on the face of the accompanying Condensed Consolidated Statements of Income (the "Income Statement" or "Income Statements").

The amounts attributed to both common stock and participating restricted common stock used as the numerators in both the basic and diluted EPS calculations are as follows (in thousands):

	Quarter Ended March 31,	
	2013	2012
Net Income attributed to:		
Common stock	\$ 14,898	\$ 11,782
Participating restricted common stock	—	24
Total	<u>\$ 14,898</u>	<u>\$ 11,806</u>

The weighted-average shares outstanding used in the basic and diluted EPS denominators related to common stock and participating restricted common stock are as follows (in thousands):

	Quarter Ended March 31,	
	2013	2012
Weighted-average shares outstanding – Basic:		
Common stock	32,133	32,392
Participating restricted common stock	—	66
Total	<u>32,133</u>	<u>32,458</u>
Weighted-average shares outstanding – Diluted:		
Common stock	3 2,527	32,561
Participating restricted common stock	—	66
Total	<u>3 2,527</u>	<u>33,627</u>

The reconciliation of the basic and diluted EPS denominators related to the common shares is included in the following table (in thousands):

	Quarter Ended March 31,	
	2013	2012
Basic weighted-average common shares	32,133	32,392
Dilutive effect of common stock options	3	15
Dilutive effect of non-participating restricted common stock	391	154
Dilutive effect of 2010 Convertible Notes	—	—
Diluted weighted-average common shares	32,527	32,561

Potentially dilutive common shares related to stock options and non-participating unvested shares of restricted common stock for the first quarters of 2013 and 2012, of zero million and 0.5 million, respectively, were excluded from the computation of diluted EPS related to common shares as their effect was antidilutive.

The 2010 Convertible Notes have a dilutive effect only in those quarterly periods in which our average stock price exceeds the current effective conversion price of \$24.45 per share.

## 5. DEBT

Our long-term debt, as of March 31, 2013 and December 31, 2012, was as follows (in thousands):

	March 31, 2013	December 31, 2012
<i>2012 Credit Agreement:</i>		
Term loan, due November 2017 (or December 2016 if certain conditions exist), interest at adjusted LIBOR plus 2.00% (combined rate of 2.29% at March 31, 2013 and 2.31% at December 31, 2012)	\$ 146,250	\$ 150,000
\$100 million revolving loan facility, due November 2017 (or December 2016 if certain conditions exist), interest at adjusted LIBOR plus applicable margin	—	—
<i>Convertible Debt Securities:</i>		
2010 Convertible Notes – senior subordinated convertible notes; due March 1, 2017; cash interest at 3.0%; net of unamortized OID of \$ 24,003 and \$25,302, respectively	125,997	124,698
	272,247	274,698
Current portion of long-term debt	( 15,000 )	(15,000)
Total long-term debt, net	\$ 257,247	\$ 259,698

*Credit Agreement.* During the first quarter of 2013, we made \$3.8 million of principal repayments.

As of March 31, 2013, we were in compliance with the financial ratios and other covenants related to the Credit Agreement and had no borrowings outstanding on our revolving loan facility and had the entire \$100 million available to us.

*2010 Convertible Notes.* As of March 31, 2013, and as it relates to our 2010 Convertible Notes, none of the contingent conversion features have been achieved, and thus, the 2010 Convertible Notes are not convertible by the holders.

Upon conversion of the 2010 Convertible Notes, we will settle our conversion obligation as follows: (i) we will pay cash for 100% of the par value of the 2010 Convertible Notes that are converted; and (ii) to the extent the value of our conversion obligation exceeds the par value, we will satisfy the remaining conversion obligation in our common stock, cash or any combination of our common stock and cash. As of March 31, 2013, the value of our conversion obligation did not exceed the par value of the 2010 Convertible Notes.

## 6. DERIVATIVES

In May 2011, we entered into three interest rate swap contracts with the objective of managing our exposure to fluctuations in interest rate movements, thereby eliminating the variability of cash flows on certain portions of the interest payments related to our variable-rate debt.

A summary of our one remaining interest rate swap contract as of March 31, 2013 is as follows (in thousands, except percentages):

	Beginning of Term	End of Term	Weighted-Average Notional Amount Over Remaining Term	Fixed Rate
2013 Swap	March 13, 2013	March 13, 2014	\$ 51,000	2.181%

We have designated our interest rate swap contracts as cash flow hedges. Swaps designated as cash flow hedges involve the receipt of variable-rate amounts from a counterparty over the lives of the contracts in exchange for us making fixed-rate payments to the counterparty over the lives of the contracts without exchange of the underlying notional amount.

As of March 31, 2013, the fair value of the remaining interest rate swap contract, reflected in other current liabilities in our Balance Sheet, was \$0.9 million, with the loss, net of tax, reflected as a reduction in other comprehensive income.

Changes in the fair value of interest rate swap contracts, designated as hedging instruments of the variability of cash flows associated with floating-rate, long-term debt obligations, are reported in accumulated other comprehensive income ("AOCI") in the stockholders' equity section of our Balance Sheet. These amounts subsequently are reclassified into interest expense as a yield adjustment of the hedged debt obligation in the same period in which the related interest on the floating-rate debt obligations affects earnings. The amount of gains/losses reclassified from AOCI to income/loss (effective portions) for the quarter ended March 31, 2013 was not material. The estimated net losses on the interest rate swap contract that will be reclassified into earnings within the next twelve months are not expected to be material. Our interest rate swap contracts qualify as effective relationship, and as a result, hedge ineffectiveness was not material during the quarter ended March 31, 2013.

We are exposed to credit-related losses in the event of non-performance by the counterparty to the interest rate swap contracts. The counterparty to the interest rate swap contracts is a major institution with investment grade credit ratings. We evaluated the counterparty credit risk before entering into the interest rate swap contracts and will continue to closely monitor the financial markets and the risk that the counterparty will default on its obligations. This credit risk is generally limited to the unrealized gains in such contracts, should the counterparty fail to perform as contracted.

We do not use derivative financial instruments for speculative purposes.

## 7. LONG-LIVED ASSETS

*Goodwill.* The changes in the carrying amount of goodwill for the quarter ended March 31, 2013, were as follows (in thousands):

January 1, 2013 balance	\$ 233,365
Adjustments related to prior acquisitions	( 15)
Effects of changes in foreign currency exchange rates	(7,041)
March 31, 2013 balance	<u>\$ 226,309</u>

*Other Intangible Assets.* Our intangible assets subject to ongoing amortization consist primarily of client contracts and software. As of March 31, 2013 and December 31, 2012, the carrying values of these assets were as follows (in thousands):

	March 31, 2013			December 31, 2012		
	Gross Carrying Amount	Accumulated Amortization	Net Amount	Gross Carrying Amount	Accumulated Amortization	Net Amount
Client contracts	\$ 151,493	\$ ( 82,743 )	\$ 68,750	\$ 261,151	\$ (184,763)	\$ 76,388
Software	108,303	( 71,334 )	36,969	105,242	(68,513)	36,729
Total	<u>\$ 259,796</u>	<u>\$ (154,077)</u>	<u>\$ 105,719</u>	<u>\$ 366,393</u>	<u>\$ (253,276)</u>	<u>\$ 113,117</u>

The total amortization expense related to intangible assets for the first quarters of 2013 and 2012 were \$9.1 million and \$9.6 million, respectively. Based on the March 31, 2013 net carrying value of our intangible assets, the estimated total amortization expense for each of the five succeeding fiscal years ending December 31 are: 2013 – \$31.8 million; 2014 – \$24.2 million; 2015 – \$16.4 million; 2016 – \$12.3 million; and 2017 – \$9.9 million.

## 8. COMMITMENTS, GUARANTEES AND CONTINGENCIES

*Warranties.* We generally warrant that our solutions and related offerings will conform to published specifications, or to specifications provided in an individual client arrangement, as applicable. The typical warranty period is 90 days from delivery of the solution or offering. For certain service offerings we provide a limited warranty for the duration of the services provided. We generally warrant

that services will be performed in a professional and workmanlike manner. The typical remedy for breach of warranty is to correct or replace any defective deliverable, and if not possible or practical, we will accept the return of the defective deliverable and refund the amount paid under the client arrangement that is allocable to the defective deliverable. Our contracts also generally contain limitation of damages provisions in an effort to reduce our exposure to monetary damages arising from breach of warranty claims. Historically, we have incurred minimal warranty costs, and as a result, do not maintain a warranty reserve.

*Product and Services Indemnifications.* Our arrangements with our clients generally include an indemnification provision that will indemnify and defend a client in actions brought against the client that claim our products and/or services infringe upon a copyright, trade secret, or valid patent. Historically, we have not incurred any significant costs related to such indemnification claims, and as a result, do not maintain a reserve for such exposure.

*Claims for Company Non-performance.* Our arrangements with our clients typically cap our liability for breach to a specified amount of the direct damages incurred by the client resulting from the breach. From time-to-time, these arrangements may also include provisions for possible liquidated damages or other financial remedies for our non-performance, or in the case of certain of our outsourced customer care and billing solutions, provisions for damages related to service level performance requirements. The service level performance requirements typically relate to system availability and timeliness of service delivery. As of March 31, 2013, we believe we have adequate reserves, based on our historical experience, to cover any reasonably anticipated exposure as a result of our nonperformance for any past or current arrangements with our clients.

*Indemnifications Related to Officers and the Board of Directors.* We have agreed to indemnify members of our Board of Directors and certain of our officers if they are named or threatened to be named as a party to any proceeding by reason of the fact that they acted in such capacity. We maintain directors' and officers' (D&O) insurance coverage to protect against such losses. We have not historically incurred any losses related to these types of indemnifications, and are not aware of any pending or threatened actions or claims against any officer or member of our Board of Directors. As a result, we have not recorded any liabilities related to such indemnifications as of March 31, 2013. In addition, as a result of the insurance policy coverage, we believe these indemnification agreements are not significant to our results of operations.

*Legal Proceedings.* From time-to-time, we are involved in litigation relating to claims arising out of our operations in the normal course of business.

In addition, we have encountered the following two matters:

- We received an administrative subpoena from the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC"), dated February 27, 2012, requesting documents and information related to the possibility of direct or indirect transactions with or to Iranian entities. We have conducted an internal review to identify transactions by us involving the subject matter of the subpoena as well as with any other sanctioned or embargoed entity or jurisdiction. On July 13, 2012, we delivered to OFAC a response to the administrative subpoena.
- On July 13, 2012, we submitted an initial voluntary disclosure to OFAC relating to certain business dealings in Syria. On October 5, 2012, we submitted a voluntary disclosure relating to these business dealings.

These business dealings represented an insignificant amount of our consolidated revenues and income, and generally consisted of software licenses and related services. We cannot predict the ultimate outcome of these matters or the total costs which may be involved. We believe there is a likelihood that a loss may be realized related to these matters, but that no reasonable estimate of the loss can be made.

Other than the OFAC matters described above, we are not presently a party to any material pending or threatened legal proceedings.

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The information contained in this Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") should be read in conjunction with the Financial Statements and Notes thereto included in this Form 10-Q and the audited consolidated financial statements and notes thereto in our Annual Report on Form 10-K for the year ended December 31, 2012 (our "2012 10-K").

### Forward-Looking Statements

This report contains a number of forward-looking statements relative to our future plans and our expectations concerning our business and the industries we serve. These forward-looking statements are based on assumptions about a number of important factors, and involve risks and uncertainties that could cause actual results to differ materially from estimates contained in the forward-looking statements. Some of the risks that are foreseen by management are outlined within Part II Item 1A. Risk Factors ("Risk Factors"). Our Risk Factors constitute an integral part of this report, and readers are strongly encouraged to review this section closely in conjunction with MD&A.

### Company Overview

We are one of the world's largest and most established Business Support Solutions ("BSS") providers primarily serving the communications industry. Our proven approach and solutions are based on our broad and deep experience in serving clients in the communications industry as their businesses have evolved from a single product offering to a highly complex, highly competitive, multi-product service offering. Our approach has centered on using the best technology for the various functions required to provide world-class solutions.

Our solutions help service providers streamline and scale operations, introduce and adapt products and services to meet customer demands, and address the challenges and opportunities brought about by change. Our broad suite of solutions helps our clients improve their business operations by creating more compelling product offerings and an enhanced customer experience through more relevant and targeted interactions, while at the same time, more efficiently managing the service provider's cost structure. Over the years, we have focused our R&D and acquisition investments on expanding our solution set to address the ever expanding needs of communications service providers to provide a differentiated, real-time, and personal experience for their consumers. This extensive suite of solutions includes revenue management, content management and monetization, customer interaction management, as well as analytics and intelligence.

We generate approximately 65% of our revenues from the North American cable and satellite markets, approximately 25% of our revenues from wireline and wireless communication providers, and the remainder from a variety of other verticals, such as financial services, logistics, and transportation. Additionally, during the first quarter of 2013, we generated approximately 85% of our revenues from the Americas region, approximately 11% of our revenues from the Europe, Middle East and Africa region, and approximately 4% of our revenues from the Asia Pacific region.

We are a S&P Small Cap 600 company.

### Management Overview of Quarterly Results

*First Quarter Highlights.* A summary of our results of operations for the first quarter of 2013, when compared to the first quarter of 2012, is as follows (in thousands, except per share amounts and percentages):

	Quarter Ended	
	March 31, 2013	March 31, 2012
Revenues	\$ 180,632	\$ 185,007
Operating Results:		
Operating income	18,035	28,952
Operating income margin	10.0%	15.6%
Diluted EPS	\$ 0.46	\$ 0.36
Supplemental Data:		
ACP customer accounts (end of period)	49,151	49,228
Restructuring charges	\$ 901	\$ 702
Stock-based compensation	3,610	3,147
Amortization of acquired intangible assets	5,102	5,510
Amortization of OID	1,299	1,203

**Revenues.** Our revenues for the first quarter of 2013 were \$180.6 million, a decrease of 2% when compared to \$185.0 million for the same period in 2012. Revenues for the first quarter of 2013 were negatively impacted by lower software sales during the quarter and the pricing adjustments associated with the Comcast contract extension, discussed in further detail below.

**Operating Results.** Operating income for the first quarter of 2013 was \$18.0 million, or a 10.0% operating income margin percentage, compared to \$29.0 million, or a 15.6% operating income margin percentage, for the first quarter of 2012. The decrease in operating income and operating income margin percentage is primarily due to increased expenses resulting from the continued investments in our business, to include the impact of the Ascade business, which was acquired in July 2012.

**Diluted EPS.** Diluted EPS for the first quarter of 2013 was \$0.46, which compares to \$0.36 for the first quarter of 2012. The increase in diluted EPS is primarily attributed to the income tax benefit recognized during the first quarter of 2013 related to 2012 R&D and related income tax credits, which provided a diluted EPS benefit to the first quarter of 2013 of \$0.18.

**Cash and Cash Flows.** As of March 31, 2013, we had cash, cash equivalents and short-term investments of \$172.7 million, as compared to \$169.3 million as of December 31, 2012. Our cash flows from operating activities for the first quarter of 2013 were \$21.9 million. See the Liquidity section for further discussion of our cash flows.

### Significant Client Relationships

**Client Concentration.** A large percentage of our historical revenues have been generated from our three largest clients, which are Comcast Corporation ("Comcast"), DISH Network Corporation ("DISH"), and Time Warner Cable, Inc. ("Time Warner"). Revenues from these clients represented the following percentages of our total revenues for the indicated periods:

	Quarter Ended		
	March 31, 2013	December 31, 2012	March 31, 2012
Comcast	20%	19%	20%
DISH	15%	13%	13%
Time Warner	11%	11%	< 10%

The percentages of net billed accounts receivable balances attributable to our largest clients as of the indicated dates were as follows:

	As of		
	March 31, 2013	December 31, 2012	March 31, 2012
Comcast	19%	19%	20%
DISH	14%	19%	14%
Time Warner	11%	14%	10%

See our 2012 10-K for additional discussion of our business relationships and contractual terms with the above mentioned significant clients.

**Comcast.** On March 26, 2013, we entered into a new agreement with Comcast that extends our relationship for an additional four years through February 28, 2017. The new agreement, which supersedes all previous agreements with Comcast, includes pricing adjustments effective March 1, 2013 for certain products and services currently used by Comcast. In exchange for these pricing adjustments, the agreement provides us with the following:

- minimum commitments for the number of Comcast customer accounts to be processed on our systems, which over the term of the new agreement, are expected to be greater and more consistent annually than the customer account commitments contained in the previous agreement; and
- the exclusive right to provide print and mail services for those customer accounts processed on our systems.

The new agreement also provides Comcast with the option to extend the agreement for two consecutive one-year terms by exercising renewal options no later than September 1, 2016 for the first extension option, and September 1, 2017 for the second extension option.

Consistent with the previous agreement, the fees to be generated under the new agreement will be based primarily on monthly charges for processing and related services per Comcast customer account, and various other ancillary services based on actual usage. Certain of the per-unit fees include volume-based pricing tiers, and are subject to annual inflationary price escalators.

Considering the pricing impacts of the new agreement, which are effective March 1, 2013, and our expectation of consistent usage of current products and services by Comcast, we anticipate 2013 Comcast revenues may decrease approximately 10% when compared to 2012. The anticipated revenue impact in both the near and long terms may vary depending on the actual level of products and services

consumed by Comcast. The revenue impact from the agreement is only an estimate and actual results may vary depending upon a variety of factors.

A copy of the new Comcast agreement, with confidential information redacted, is filed as Exhibit 10.22 to this Form 10-Q.

**Time Warner.** On December 28, 2012, we entered into a contract extension with Time Warner to extend our relationship for an additional four years through March 31, 2017. The new agreement includes pricing adjustments effective April 1, 2013 for certain products and services currently in use by Time Warner and includes commitments from Time Warner to purchase a minimum level of certain products and services from us over the contract term. These minimum financial commitments are calculated in a similar manner, and are relatively consistent with the annual amounts in the previous agreement. The new agreement also provides Time Warner with the option to extend the term of the new agreement for one additional year through March 31, 2018, by exercising the renewal option on or before September 30, 2016.

Consistent with the previous agreement, the fees to be generated under the new agreement will be based primarily on monthly charges for processing and related services per Time Warner customer account, and various other ancillary services based on actual usage. Certain of the per-unit fees include volume-based pricing tiers, and are subject to annual inflationary price escalators.

Considering the pricing impacts of the new agreement and our expectation of usage levels for current contracted business, we anticipate 2013 Time Warner revenues may decrease by approximately 7.5% when compared to 2012. The anticipated revenue impact in both the near term and long term may vary depending on the actual level of products and services purchased by Time Warner, and therefore, there can be no assurances as to the level of revenues to be generated from Time Warner in the future.

A copy of the Time Warner processing agreement and related material amendments, with confidential information redacted, is included in the exhibits to our periodic filings with the SEC.

**Risk of Client Concentration.** We expect to continue to generate a significant percentage of our future revenues from our three largest clients mentioned above. There are inherent risks whenever a large percentage of total revenues are concentrated with a limited number of clients. Should a significant client: (i) terminate or fail to renew their contracts with us, in whole or in part, for any reason; (ii) significantly reduce the number of customer accounts processed on our solutions, the price paid for our services, or the scope of services that we provide; or (iii) experience significant financial or operating difficulties, it could have a material adverse effect on our financial condition and results of operations.

#### Stock-Based Compensation Expense

Stock-based compensation expense is included in the following captions in the accompanying Income Statements (in thousands):

	Quarter Ended	
	March 31, 2013	March 31, 2012
Cost of processing and related services	\$ 614	\$ 597
Cost of software, maintenance and services	269	171
Research and development	400	353
Selling, general and administrative	2,327	2,026
Total stock-based compensation expense	<u>\$ 3,610</u>	<u>\$ 3,147</u>

#### Amortization of Acquired Intangible Assets

Amortization of acquired intangible assets is included in the following captions in the accompanying Income Statements (in thousands):

	Quarter Ended	
	March 31, 2013	March 31, 2012
Cost of processing and related services	\$ 581	\$ 759
Cost of software, maintenance and services	4,521	4,751
Total amortization of acquired intangible assets	<u>\$ 5,102</u>	<u>\$ 5,510</u>

#### Critical Accounting Policies

The preparation of our Financial Statements in conformity with accounting principles generally accepted in the U.S. requires us to select appropriate accounting policies, and to make judgments and estimates affecting the application of those accounting policies. In applying our accounting policies, different business conditions or the use of different assumptions may result in materially different amounts reported in our Financial Statements.

We have identified the most critical accounting policies that affect our financial position and the results of our operations. Those critical accounting policies were determined by considering the accounting policies that involve the most complex or subjective decisions or assessments. The most critical accounting policies identified relate to: (i) revenue recognition; (ii) allowance for doubtful accounts receivable; (iii) impairment assessments of goodwill and other long-lived assets; (iv) income taxes; (v) business combinations and asset purchases; and (vi) loss contingencies. These critical accounting policies, as well as our other significant accounting policies, are discussed in our 2012 10-K.

## Results of Operations

**Total Revenues.** Total revenues for the first quarter of 2013 were \$180.6 million, a 2% decrease when compared to \$185.0 million for the first quarter of 2012. The components of total revenues, discussed in more detail below, are as follows (in thousands):

	Quarter Ended March 31,	
	2013	2012
Revenues:		
Processing and related services	\$ 134,634	\$ 136,314
Software, maintenance and services	45,998	48,693
Total revenues	<u>\$ 180,632</u>	<u>\$ 185,007</u>

We use the location of the client as the basis of attributing revenues to individual countries. Revenues by geographic regions for the first quarters of 2013 and 2012 were as follows (in thousands):

	Quarter Ended March 31,	
	2013	2012
Americas (principally the U.S.)	\$ 154,033	\$ 160,806
Europe, Middle East and Africa	19,464	17,640
Asia Pacific	7,135	6,561
Total revenues	<u>\$ 180,632</u>	<u>\$ 185,007</u>

**Processing and related services revenues.** Processing and related services revenues for the first quarter of 2013 decreased 1% to \$134.6 million, from \$136.3 million for the first quarter of 2012. Processing and related services revenues for the first quarter of 2013 includes a one-month impact of the pricing adjustments related to the new Comcast agreement, discussed in further detail in the Significant Client Relationships section above.

Additional information related to processing and related services revenues is as follows:

- Amortization of our client contracts intangible assets related to investments in client contracts (reflected as a reduction of processing and related services revenues) for the: (i) first quarters of 2013 and 2012 were \$1.6 million and \$1.9 million, respectively.
- Total customer accounts processed on our ACP solution as of March 31, 2013 were 49.2 million, compared to 48.9 million as of December 31, 2012 and 49.2 million as of March 31, 2012.

Beginning April 1, 2013, the Time Warner contract extension pricing adjustments become effective for certain products and services currently in use by Time Warner. As a result, the second quarter of 2013 will include the full impact of the pricing adjustments for both the new Comcast and Time Warner agreements. For additional discussion of the new Comcast and Time Warner agreements, refer to the Significant Client Relationships section above.

**Software, Maintenance and Services Revenues.** Software, maintenance and services revenues for the first quarter of 2013 decreased 6% to \$46.0 million, from \$48.7 million for the first quarter of 2012, due primarily to lower software sales during the quarter, offset to a certain degree by the increase related to the Ascade software, maintenance and services revenue generated during the current quarter.

**Total Expenses.** Our operating expenses for the first quarter of 2013 were \$162.6 million, an increase of 4% when compared to \$156.1 million for the first quarter of 2012, with the increase attributed mainly to the additional expenses from the Ascade business.

The components of total expenses are discussed in more detail below.

**Cost of Revenues.** See our 2012 10-K for a description of the types of costs that are included in the individual line items for cost of revenues.

**Cost of Processing and Related Services.** The cost of processing and related services for the first quarter of 2013 were \$61.6 million, a slight decrease when compared to \$62.0 million for the first quarter of 2012. This decrease is mainly attributed to certain cost



reduction initiatives recently implemented, offset to a certain degree by increases in employee-related costs. Total processing and related services cost as a percentage of our processing and related services revenues for the first quarters of 2013 and 2012 were 45.7% and 45.5%, respectively.

*Cost of Software, Maintenance and Services.* The cost of software, maintenance and services for the first quarter of 2013 increased 13% to \$31.8 million, from \$28.0 million for the first quarter of 2012. This increase relates primarily to the change in mix of revenues during the periods, as well as to the additional costs resulting from the Ascade business. The cost of software, maintenance and services as a percentage of our software, maintenance and services revenues for the first quarters of 2013 and 2012 were 69.1% and 57.5%, respectively.

Variability in quarterly revenues and operating results are inherent characteristics of companies that sell software licenses and perform professional services. Our quarterly revenues for software licenses and professional services may fluctuate, depending on various factors, including the timing of executed contracts and revenue recognition, and the delivery of solutions. However, the costs associated with software and professional services revenues are not subject to the same degree of variability (e.g., these costs are generally fixed in nature within a relatively short period of time), and thus, fluctuations in our cost of software, maintenance and services as a percentage of our software, maintenance and services revenues may occur between periods.

*R&D Expense.* R&D expense for the first quarter of 2013 increased 2% to \$28.5 million, from \$27.9 million for the first quarter of 2012. The increase in R&D between the first quarter of 2013 and the first quarter of 2012 can be almost entirely attributed to R&D expense from the Ascade business. As a percentage of total revenues, R&D expense was 15.8% for the first quarter of 2013 compared to 15.1% for the first quarter of 2012. We did not capitalize any internal development costs during the first quarters of 2013 and 2012.

Our R&D efforts are focused on the continued evolution of our solutions that enable service providers worldwide to provide a more personalized customer experience while turning transactions into revenues. This includes the continued investment in our BSS solutions aimed at improving a providers' time-to-market, flexibility, scalability, and total cost of ownership. We expect that our R&D investment activities in the near-term will be relatively consistent with this past quarter, with the level of R&D spend highly dependent upon the opportunities that we see in our markets.

*Selling, General and Administrative ("SG&A") Expense.* SG&A expense for the first quarter of 2013 increased 10% to \$34.8 million, from \$31.6 million for the first quarter of 2012, with the increase mainly due to increased employee-related costs and other third-party sales and marketing costs, to include the impact of the Ascade business.

Our SG&A costs as a percentage of total revenues increased to 19.3% for the first quarter of 2013, compared to 17.1% for the first quarter of 2012.

*Depreciation Expense.* Depreciation expense for the first quarter of 2013 decreased 14% to \$5.0 million, from \$5.8 million for the first quarter of 2012 as a result of certain assets becoming fully depreciated over the past year.

*Operating Income.* Operating income and operating income margin percentage for the first quarter of 2013 was \$18.0 million, or 10.0% of total revenues, compared to \$29.0 million, or 15.6% of total revenues for the first quarter of 2012. The decrease in operating income and operating income margin percentage between periods reflects the impact of the lower revenue performance for the quarter, combined with the increase in costs, as mentioned above.

*Interest Expense.* Interest expense for the first quarter of 2013 decreased 29% to \$2.9 million, from \$4.2 million for the first quarter of 2012, with the decrease between periods due to the refinancing of our Credit Agreement in November 2012, which reduced the fixed portion of the interest rate by 175 basis points.

*Income Tax Benefit /Provision.* The effective income tax rates for the first quarters of 2013 and 2012 were as follows:

Quarter Ended March 31,	
2013	2012
(10)%	50%

The negative effective income tax rate for the first quarter of 2013 reflects the benefit of approximately \$6 million of R&D tax credits that we generated during 2012. As a result of the American Taxpayer Relief Act of 2012 being signed into law on January 2, 2013, we were unable to include these credits in the determination of our 2012 effective income tax rate, as a change in tax law is accounted for in the period of enactment. Thus, the benefit of these credits is reflected in our first quarter 2013 effective income tax rate.

For the full year 2013, we are estimating an effective income tax rate of 29%. This rate reflects the benefit of the 2012 research and experimentation credits discussed above, and the tax improvement initiatives that we implemented in 2012.

## Liquidity

### Cash and Liquidity

As of March 31, 2013, our principal sources of liquidity included cash, cash equivalents, and short-term investments of \$172.7 million, compared to \$169.3 million as of December 31, 2012. We generally invest our excess cash balances in low-risk, short-term investments to limit our exposure to market and credit risks.

As part of our Credit Agreement, we have a five-year, \$100 million senior secured revolving loan facility ("Revolver") with a syndicate of financial institutions that expires in November 2017 (or December 31, 2016 if certain conditions exist). As of March 31, 2013, there were no borrowings outstanding on the Revolver. The Credit Agreement contains customary affirmative covenants and financial covenants. As of March 31, 2013, and the date of this filing, we believe that we are in compliance with the provisions of the Credit Agreement.

Our cash, cash equivalents, and short-term investment balances as of the end of the indicated periods were located in the following geographical regions (in thousands):

	March 31, 2013	December 31, 2012
Americas (principally the U.S.)	\$ 145,953	\$ 137,291
Europe, Middle East and Africa	24,010	28,763
Asia Pacific	2,740	3,267
Total cash, equivalents and short-term investments	<u>\$ 172,703</u>	<u>\$ 169,321</u>

We generally have ready access to substantially all of our cash, cash equivalents, and short-term investment balances, but may face limitations on moving cash out of certain foreign jurisdictions due to currency controls. As of March 31, 2013, we had \$4.1 million of cash restricted as to use to collateralize outstanding letters of credit.

### Cash Flows From Operating Activities

We calculate our cash flows from operating activities in accordance with GAAP, beginning with net income, adding back the impact of non-cash items or non-operating activity (e.g., depreciation, amortization, amortization of OID, impairments, deferred income taxes, stock-based compensation, etc.), and then factoring in the impact of changes in operating assets and liabilities. See our 2012 10-K for a description of the primary uses and sources of our cash flows from operating activities.

Our 2012 and 2013 net cash flows from operating activities, broken out between operations and changes in operating assets and liabilities, for the quarters ended are as follows (in thousands):

	Operations	Changes in Operating Assets and liabilities	Net Cash Provided by Operating Activities- Totals
Cash Flows from Operating Activities:			
2012:			
March 31	\$ 28,890	\$ 19,299	\$ 48,189
June 30	29,898	6,681	36,579
September 30	32,608	(8,954)	23,654
December 31	34,921	(15,866)	19,055
Year-to-date total	<u>\$ 126,317</u>	<u>\$ 1,160</u>	<u>\$ 127,477</u>
2013:			
March 31	\$ 41,316	\$ (18,776)	\$ 22,540

We believe the above table illustrates our ability to consistently generate strong quarterly and annual cash flows, and the importance of managing our working capital items. As the table above illustrates, the operations portion of our cash flows from operating activities remains a consistently strong measure for us. The variations in our net cash provided by operating activities are related mostly to the changes in our operating assets and liabilities (related mostly to normal fluctuations in timing at quarter-end for such things as client payments and changes in accrued expenses), and generally over longer periods of time, do not significantly impact our cash flows from operations.

Significant fluctuations in key operating assets and liabilities between 2013 and 2012 that impacted our cash flows from operating activities are as follows:

**Billed Trade Accounts Receivable**

Management of our billed accounts receivable is one of the primary factors in maintaining consistently strong quarterly cash flows from operating activities. Our billed trade accounts receivable balance includes significant billings for several non-revenue items (primarily postage, sales tax, and deferred revenue items). As a result, we evaluate our performance in collecting our accounts receivable through our calculation of days billings outstanding (“DBO”) rather than a typical days sales outstanding (“DSO”) calculation. DBO is calculated based on the billings for the period (including non-revenue items) divided by the average monthly net trade accounts receivable balance for the period.

Our gross and net billed trade accounts receivable and related allowance for doubtful accounts receivable (“Allowance”) as of the end of the indicated quarterly periods, and the related DBOs for the quarters then ended, are as follows (in thousands, except DBOs):

<u>Quarter Ended</u>	<u>Gross</u>	<u>Allowance</u>	<u>Net Billed</u>	<u>DBOs</u>
2012:				
March 31	\$ 173,834	\$ (2,925)	\$ 170,909	61
June 30	166,194	(2,802)	163,392	62
September 30	177,055	(2,918)	174,137	61
December 31	195,090	(3,147)	191,943	62
2013:				
March 31	182,711	(3,618)	179,093	64

The increase in gross and net billed accounts receivable in the fourth quarter of 2012 can be primarily attributed to the fluctuations in the timing of client payments at year-end and to several billing milestones being met towards the end of the quarter. All other changes in our gross and net billed trade accounts receivable shown in the table above reflect the normal fluctuations in the timing of client payments made at quarter-end, evidenced by our consistent DBO metric over the past several quarters.

As a global provider of software and professional services, a portion of our accounts receivable balance relates to clients outside the U.S. As a result, this diversity in the geographic composition of our client base may adversely impact our DBOs as longer billing cycles (i.e., billing terms and cash collection cycles) are an inherent characteristic of international software and professional services transactions. For example, our ability to bill (i.e., send an invoice) and collect arrangement fees may be dependent upon, among other things: (i) the completion of various client administrative matters, local country billing protocols and processes (including local cultural differences), and/or non-client administrative matters; (ii) us meeting certain contractual invoicing milestones; or (iii) the overall project status in certain situations in which we act as a subcontractor to another vendor on a project.

**Income Taxes Receivable/Payable**

Income taxes receivable increased \$9.4 million, from \$7.8 million as of December 31, 2012, to \$17.2 million as of March 31, 2013. This increase is primarily related to the approximately \$6 million of R&D tax credits recorded during the first quarter that were generated in 2012, as discussed above, and other normal timing differences related to our estimated tax payments.

**Accrued Employee Compensation**

Accrued employee compensation decreased \$26.0 million, from \$61.1 million as of December 31, 2012, to \$35.1 million as of March 31, 2013. This decrease is primarily due to: (i) the payment of the 2012 employee incentive performance bonuses in March 2013 that were fully accrued at December 31, 2012; and (ii) the timing of payment of employee wages and other benefits.

**Deferred Revenue**

Total deferred revenue (current and non-current) increased \$12.6 million, from \$54.2 as of December 31, 2012, to \$66.8 million as of March 31, 2013, mainly as the result of annual recurring services that are typically billed in the first quarter of each year.

**Cash Flows From Investing Activities**

Our typical investing activities consist of purchases/sales of short-term investments, purchases of property and equipment, and investments in client contracts, which are discussed below.

**Purchases/Sales of Short-term Investments.** During the quarter ended March 31, 2013 and 2012, we purchased \$23.2 million and \$10.1 million, respectively, and sold (or had mature) \$29.5 million and \$12.1 million, respectively, of short-term investments. We continually evaluate the appropriate mix of our investment of excess cash balances between cash equivalents and short-term investments in order to maximize our investment returns and will likely purchase and sell additional short-term investments in the future.

*Property and Equipment/Client Contracts.* Our capital expenditures for the quarters ended March 31, 2013 and 2012, for property and equipment, and investments in client contracts were as follows (in thousands):

	Quarter Ended March 31,	
	2013	2012
Property and equipment \$	\$ 4,492	\$ 2,318
Client contracts \$	407	1,693

The property and equipment expenditures during the first quarter of 2013 consisted principally of investments in: (i) computer hardware, software and related equipment, and (ii) facilities and internal infrastructure items.

The investments in client contracts for the first quarters ended March 31, 2013 and 2012 relate to the deferral of costs related to conversion/set-up services provided under long-term processing contracts.

#### **Cash Flows From Financing Activities**

Our financing activities typically consist of activities with our common stock and our long-term debt.

*Repurchase of Common Stock.* During the first quarter ended March 31, 2013 and 2012, we repurchased approximately 0.3 million shares in each period of our common stock under the guidelines of our Stock Repurchase Program for \$6.5 million and \$5.2 million, respectively. In addition, outside of our Stock Repurchase Program, during the first quarters ended March 31, 2013 and 2012, we repurchased from our employees and then cancelled approximately 0.2 million shares of our common stock in each period for \$4.8 million and \$2.9 million, respectively, in connection with minimum tax withholding requirements resulting from the vesting of restricted common stock under our stock incentive plans.

*Long-term debt.* During the first quarters of 2013 and 2012, we made \$3.8 million and \$7.0 million, respectively, of principal repayments.

#### **Capital Resources**

The following are the key items to consider in assessing our sources and uses of capital resources:

##### *Current Sources of Capital Resources.*

- **Cash, Cash Equivalents and Short-term Investments.** As of March 31, 2013, we had cash, cash equivalents, and short-term investments of \$172.7 million, of which approximately 84% is in U.S. Dollars and held in the U.S. We have \$4.1 million of restricted cash, used primarily to collateralize outstanding letters of credit. For the remainder of the monies denominated in foreign currencies and/or located outside the U.S., we do not anticipate any material amounts being unavailable for use in running our business.
- **Operating Cash Flows.** As described in the Liquidity section above, we believe we have the ability to consistently generate strong cash flows to fund our operating activities and act as a source of funds for our capital resource needs.
- **Revolving Loan Facility.** We have a \$100 million senior secured revolving loan facility with a syndicate of financial institutions that expires in November 2017 (or December 2016 if certain conditions exist). As of the date of this filing, we have \$100 million of the revolving loan facility available to us.

*Uses/Potential Uses of Capital Resources.* Below are the key items to consider in assessing our uses/potential uses of capital resources:

- **Common Stock Repurchases.** We have made significant repurchases of our common stock in the past under our Stock Repurchase Program. During the first quarter of 2013, we repurchased 0.3 million shares of our common stock for \$6.5 million (\$19.80 per share) under our Stock Repurchase Program. As of March 31, 2013, we have 2.3 million shares authorized for repurchase remaining under our Stock Repurchase Program. Our Credit Agreement places certain limitations on our ability to repurchase our common stock. We continue to evaluate the best use of our capital going forward, which from time-to-time, may include additional share repurchases as market and business conditions warrant.
- **Acquisitions.** As part of our growth strategy, we are continually evaluating potential business and/or asset acquisitions and investments in market share expansion with our existing and potential new clients. Most recently, in July 2012, we acquired Ascade for approximately \$19 million in cash.

- Capital Expenditures. During the first quarter of 2013, we spent \$4.5 million on capital expenditures. At this time, we expect our 2013 capital expenditures to be approximately \$35 million. As of March 31, 2013, we have made no significant capital expenditure commitments.
- Investments in Client Contracts. In the past, we have provided incentives to new or existing U.S. processing clients to convert their customer accounts to, or retain their customer's accounts on, our customer care and billing solutions. During the quarter ended March 31, 2013, we made no client incentive payments. As of March 31, 2013, we had commitments to make \$12 million of client incentive payments, \$6.0 million for the remainder of 2013, \$3.0 million in 2014, and \$1.5 million in 2015 and 2016, respectively.
- Long-Term Debt Service. As of March 31, 2013, our long-term debt consisted of: (i) 2010 Convertible Notes with a par value of \$150.0 million; and (ii) Credit Agreement term loan borrowings of \$146.3 million. During the next twelve months, there are no scheduled conversion triggers on our 2010 Convertible Notes, and therefore, our expected cash debt service at this time related to the 2010 Convertible Notes is the \$4.5 million of interest payments. Over the next 12 months, the mandatory repayments and the cash interest expense (based upon current interest rates) for our Credit Agreement are approximately \$15.0 million and \$4.6 million, respectively. We have the ability to make prepayments on our Credit Agreement without penalty.

We continue to evaluate the best use of our capital going forward, which from time-to-time, may include common stock repurchases, repurchases of our 2010 Convertible Notes, and/or prepayments on our Credit Agreement, as market and business conditions warrant.

In summary, we expect to continue to have material needs for capital resources going forward, as noted above. We believe that our current cash, cash equivalents and short-term investments balances and our revolving loan facility, together with cash expected to be generated in the future from our current operating activities, will be sufficient to meet our anticipated capital resource requirements for at least the next 12 months. We also believe we could obtain additional capital through other debt sources which may be available to us if deemed appropriate.

### **Item 3. Quantitative and Qualitative Disclosures About Market Risk**

Market risk is the potential loss arising from adverse changes in market rates and prices. As of March 31, 2013, we are exposed to various market risks, including changes in interest rates, fluctuations and changes in the market value of our cash equivalents and short-term investments, and changes in foreign currency exchange rates. We have not historically entered into derivatives or other financial instruments for trading or speculative purposes.

#### *Interest Rate Risk.*

The interest rate on our convertible debt is fixed, and thus, as it relates to our convertible debt borrowings, we are not exposed to changes in interest rates.

The interest rates under our Credit Agreement are based upon an adjusted LIBOR rate plus an applicable margin, or an alternate base rate plus an applicable margin. See to Note 5 to our Financial Statements for further details of our long-term debt.

As of March 31, 2013, we are a party to an interest rate swap contract with the objective of managing our exposure to fluctuations in interest rate movements, thereby eliminating the variability of cash flows on certain portions of the interest payments related to our variable-rate debt. See Note 6 to our Financial Statements for further details on the interest rate swap contracts.

As a result of the interest rate swap contracts, as of March 31, 2013, we were exposed to fluctuations in interest rate movements on \$83.8 million of our Term Loan. We expect our exposure amount to fluctuate over the term of the interest rate swap contracts as the interest rate swap contracts expire and the balance due under the Credit Agreement is repaid through mandatory repayments or prepayments.

A hypothetical adverse change of 10% in the March 31, 2013 adjusted LIBOR rate would not have had a material impact upon our results of operations.

#### *Market Risk Related to Cash Equivalents and Short-term Investments.*

Our cash and cash equivalents as of March 31, 2013 and December 31, 2012 were \$146.2 million and \$136.5 million, respectively. Certain of our cash balances are "swept" into overnight money market accounts on a daily basis, and at times, any excess funds are invested in low-risk, somewhat longer term, cash equivalent instruments and short-term investments. Our cash equivalents are invested primarily in institutional money market funds, commercial paper, and time deposits held at major banks. We have minimal market risk for our cash and cash equivalents due to the relatively short maturities of the instruments.

Our short-term investments as of March 31, 2013 and December 31, 2012 were \$26.5 million and \$32.8 million, respectively. Currently, we utilize short-term investments as a means to invest our excess cash, primarily in the U.S. The day-to-day management of our U.S. short-term investments is performed by a large financial institution, using strict and formal investment guidelines approved by our Board of Directors. Under these guidelines, short-term investments are limited to certain acceptable investments with: (i) a maximum maturity; (ii) a maximum concentration and diversification; and (iii) a minimum acceptable credit quality. At this time, we believe we have minimal liquidity risk associated with the short-term investments included in our portfolio.

*Foreign Currency Exchange Rate Risk*

Due to foreign operations around the world, our balance sheet and income statement are exposed to foreign currency exchange risk due to the fluctuations in the value of currencies in which we conduct business. While we attempt to maximize natural hedges by incurring expenses in the same currency in which we contract revenue, the related expenses for that revenue could be in one or more differing currencies than the revenue stream.

During the first quarter of 2013, we generated approximately 87% of our revenues in U.S. dollars. We expect that, in the foreseeable future, we will continue to generate a very large percentage of our revenues in U.S. dollars.

As of March 31, 2013 and December 31, 2012, the carrying amounts of our monetary assets and monetary liabilities on the books of our non-U.S. subsidiaries in currencies denominated in a currency other than the functional currency of those non-U.S. subsidiaries are as follows (in thousands, in U.S. dollar equivalents):

	March 31, 2013		December 31, 2012	
	Monetary Liabilities	Monetary Assets	Monetary Liabilities	Monetary Assets
Pounds sterling \$	\$ —	\$ 1,579	\$ (36)	\$ 1,439
Euro \$	(68)	10,175	(40)	5,090
U.S. Dollar	(260)	24,708	(94)	23,719
Other	(71)	2,852	(20)	3,311
Totals	\$ (399)	\$ 39,314	\$ (190)	\$ 33,559

A hypothetical adverse change of 10% in the March 31, 2013 exchange rates would not have had a material impact upon our results of operations.

**Item 4. Controls and Procedures**

*(a) Disclosure Controls and Procedures*

As required by Rule 13a-15(b), our management, including the Chief Executive Officer (“CEO”) and Chief Financial Officer (“CFO”), conducted an evaluation as of the end of the period covered by this report of the effectiveness of our disclosure controls and procedures as defined in Rule 13a-15(e). Based on that evaluation, the CEO and CFO concluded that our disclosure controls and procedures were effective as of the end of the period covered by this report.

*(b) Internal Control Over Financial Reporting*

As required by Rule 13a-15(d), our management, including the CEO and CFO, also conducted an evaluation of our internal control over financial reporting, as defined by Rule 13a-15(f), to determine whether any changes occurred during the quarter covered by this report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting. Based on that evaluation, the CEO and CFO concluded that there has been no such change during the quarter covered by this report.

**Item 1. Legal Proceedings**

From time-to-time, we are involved in litigation relating to claims arising out of our operations in the normal course of business.

As previously disclosed, we have encountered the following two matters:

- We received an administrative subpoena from OFAC, dated February 27, 2012, requesting documents and information related to the possibility of direct or indirect transactions with or to Iranian entities. We have conducted an internal review to identify transactions by us involving the subject matter of the subpoena as well as with any other sanctioned or embargoed entity or jurisdiction. On July 13, 2012, we delivered to OFAC a response to the administrative subpoena.
- On July 13, 2012, we submitted an initial voluntary disclosure to OFAC relating to certain business dealings in Syria. On October 5, 2012, we submitted a voluntary disclosure relating to these business dealings.

These business dealings represented an insignificant amount of our consolidated revenues and income, and generally consisted of software licenses and related services. We cannot predict the ultimate outcome of these matters or the total costs which may be involved. We believe there is a likelihood that a loss may be realized related to these matters, but that no reasonable estimate of the loss can be made.

Other than the OFAC matters described above, we are not presently a party to any material pending or threatened legal proceedings.

**Item 1A. Risk Factors**

We or our representatives from time-to-time may make or may have made certain forward-looking statements, whether orally or in writing, including without limitation, any such statements made or to be made in MD&A contained in our various SEC filings or orally in conferences or teleconferences. We wish to ensure that such statements are accompanied by meaningful cautionary statements, so as to ensure, to the fullest extent possible, the protections of the safe harbor established in the Private Securities Litigation Reform Act of 1995.

Accordingly, the forward-looking statements are qualified in their entirety by reference to and are accompanied by the following meaningful cautionary statements identifying certain important risk factors that could cause actual results to differ materially from those in such forward-looking statements. This list of risk factors is likely not exhaustive. We operate in rapidly changing and evolving markets throughout the world addressing the complex needs of communication service providers, financial institutions, and many others, and new risk factors will likely emerge. Further, as we enter new market sectors such as financial services, as well as new geographic markets, we are subject to new regulatory requirements that increase the risk of non-compliance and the potential for economic harm to us and our clients. Management cannot predict all of the important risk factors, nor can it assess the impact, if any, of such risk factors on our business or the extent to which any risk factor, or combination of risk factors, may cause actual results to differ materially from those in any forward-looking statements. Accordingly, there can be no assurance that forward-looking statements will be accurate indicators of future actual results, and it is likely that actual results will differ from results projected in forward-looking statements and that such differences may be material.

***We Derive a Significant Portion of Our Revenues From a Limited Number of Clients, and the Loss of the Business of a Significant Client Could Have a Material Adverse Effect on Our Financial Position and Results of Operations.***

Over the past decade, the worldwide communications industry has experienced significant consolidation, resulting in a large percentage of the market being served by a limited number of service providers with greater size and scale. Consistent with this market concentration, we generate over 40% of our revenues from three clients, which are (in order of size) Comcast, DISH, and Time Warner, that each individually accounted for approximately 10% or more of our total revenues. See the Significant Client Relationships section of MD&A for key renewal dates and a brief summary of our business relationship with these clients.

There are inherent risks whenever a large percentage of total revenues are concentrated with a limited number of clients. One such risk is that a significant client could: (i) undergo a formalized process to evaluate alternative providers for services we provide; (ii) terminate or fail to renew their contracts with us, in whole or in part for any reason; (iii) significantly reduce the number of customer accounts processed on our solutions, the price paid for our services, or the scope of services that we provide; or (iv) experience significant financial or operating difficulties. Any such development could have a material adverse effect on our financial position and results of operations and/or trading price of our common stock.

Our industry is highly competitive, and as a result, it is possible that a competitor could increase its footprint and share of customers processed at our expense or a provider could develop their own internal solutions. While our clients may incur some costs in switching to our competitors or their own internally-developed solutions, they may do so for a variety of reasons, including: (i) price; (ii) if we do not provide satisfactory solutions; or (iii) if we do not maintain favorable relationships.

***Variability of Our Quarterly Revenues and Our Failure to Meet Revenue and Earnings Expectations Would Negatively Affect the Market Price for Our Common Stock.***

Variability in quarterly revenues and operating results are inherent characteristics of the software and professional services industries. Common causes of a failure to meet revenue and operating expectations in these industries include, among others:

- The inability to close and/or recognize revenue on one or more material transactions that may have been anticipated by management in any particular period;
- The inability to renew timely one or more material software maintenance agreements, or renewing such agreements at lower rates than anticipated; and
- The inability to complete timely and successfully an implementation project and meet client expectations, due to factors discussed in greater detail below.

Software license, professional services, and software maintenance services revenues are a significant percentage of our total revenues. As our total revenues grow, so too does the risk associated with meeting financial expectations for revenues derived from our software licenses, professional services, and software maintenance services offerings. As a result, there is a proportionately increased likelihood that we may fail to meet revenue and earnings expectations of the investment community. Should we fail to meet analyst expectations, by even a relatively small amount, it would most likely have a disproportionately negative impact upon the market price of our common stock.

***We May Not Be Successful in the Integration of Our Acquisitions.***

As part of our growth strategy, we seek to acquire assets, technology, and businesses which will provide the technology and technical personnel to expedite our product development efforts, provide complementary solutions, or provide access to new markets and clients.

Acquisitions involve a number of risks and difficulties, including: (i) expansion into new markets and business ventures; (ii) the requirement to understand local business practices; (iii) the diversion of management's attention to the assimilation of acquired operations and personnel; (iv) being bound by client or vendor contracts with unfavorable terms; and (v) potential adverse effects on a company's operating results for various reasons, including, but not limited to, the following items: (a) the inability to achieve financial targets; (b) the inability to achieve certain operating goals and synergies; (c) costs incurred to exit current or acquired contracts or activities; (d) costs incurred to service any acquisition debt; and (e) the amortization or impairment of intangible assets.

Due to the multiple risks and difficulties associated with any acquisition, there can be no assurance that we will be successful in achieving our expected strategic, operating, and financial goals for any such acquisition.

***The Delivery of Our Solutions is Dependent on a Variety of Computing Environments and Communications Networks Which May Not Be Available or May Be Subject to Security Attacks.***

Our processing services are generally delivered through a variety of computing environments operated by us, which we will collectively refer to herein as "Systems." We provide such computing environments through both outsourced arrangements, such as our current data processing arrangement with Infocrossing, as well as internally operating numerous distributed servers in geographically dispersed environments. The end users are connected to our Systems through a variety of public and private communications networks, which we will collectively refer to herein as "Networks." Our solutions are generally considered to be mission critical customer management systems by our clients. As a result, our clients are highly dependent upon the high availability and uncompromised security of our Networks and Systems to conduct their business operations.

Our Networks and Systems are subject to the risk of an extended interruption or outage due to many factors such as: (i) planned changes to our Systems and Networks for such things as scheduled maintenance and technology upgrades, or migrations to other technologies, service providers, or physical location of hardware; (ii) human and machine error; (iii) acts of nature; and (iv) intentional, unauthorized attacks from computer "hackers."

In addition, we continue to expand our use of the Internet with our product offerings thereby permitting, for example, our clients' customers to use the Internet to review account balances, order services or execute similar account management functions. Allowing access to our Networks and Systems via the Internet has the potential to increase their vulnerability to unauthorized access and corruption, as well as increasing the dependency of our Systems' reliability on the availability and performance of the Internet and end users' infrastructure they obtain through other third party providers.

The method, manner, cause and timing of an extended interruption or outage in our Networks or Systems are impossible to predict. As a result, there can be no assurances that our Networks and Systems will not fail, or that our business continuity plans will adequately mitigate the negative effects of a disruption to our Networks or Systems. Further, our property and business interruption insurance may not adequately compensate us for losses that we incur as a result of such interruptions. Should our Networks or Systems: (i) experience an extended interruption or outage; (ii) have their security breached; or (iii) have their data lost, corrupted or otherwise compromised, it would impede our ability to meet product and service delivery obligations, and likely have an immediate impact to



the business operations of our clients. This would most likely result in an immediate loss to us of revenue or increase in expense, as well as damaging our reputation. An information breach in our Systems or Networks and loss of confidential information such as credit card numbers and related information could have a longer and more significant impact on our business operations than a hardware-related failure. The loss of confidential information could result in losing the customers' confidence, as well as imposition of fines and damages. Any of these events could have both an immediate, negative impact upon our financial position and our short-term revenue and profit expectations, as well as our long-term ability to attract and retain new clients.

***The Occurrence or Perception of a Security Breach or Disclosure of Confidential Personally Identifiable Information Could Harm Our Business.***

In providing processing services to our clients, we process, transmit, and store confidential and personally identifiable information, including social security numbers and financial information. Our treatment of such information is subject to contractual restrictions and federal, state, and foreign data privacy laws and regulations. We use various data encryption strategies and have implemented measures to protect against unauthorized access to such information, and comply with these laws and regulations. These measures include standard industry practices such as periodic security reviews of our systems by independent parties, network firewalls, procedural controls, intrusion detection systems, and antivirus applications. Because of the inherent risks and complexities involved in protecting this information, these measures may fail to adequately protect this information. Any failure on our part to protect the privacy of personally identifiable information or comply with data privacy laws and regulations may subject us to contractual liability and damages, loss of business, damages from individual claimants, fines, penalties, criminal prosecution, and unfavorable publicity.

Even the mere perception of a security breach or inadvertent disclosure of personally identifiable information could inhibit market acceptance of our solutions. In addition, third party vendors that we engage to perform services for us may unintentionally release personally identifiable information or otherwise fail to comply with applicable laws and regulations. The occurrence of any of these events could have an adverse effect on our business, financial position, and results of operations.

***We May Not Be Able to Respond to Rapid Technological Changes.***

The market for business support solutions, such as customer care and billing solutions, is characterized by rapid changes in technology and is highly competitive with respect to the need for timely product innovations and new product introductions. As a result, we believe that our future success in sustaining and growing our revenues depends upon: (i) our ability to continuously expand, adapt, modify, maintain, and operate our solutions to address the increasingly complex and evolving needs of our clients, without sacrificing the reliability or quality of the solutions; (ii) the integration of acquired assets and their widely distributed, complex worldwide operations; and (iii) the integration of other acquired technologies such as rating, wholesale billing, and data analytics, as well as creating an integrated suite of customer care and billing solutions, which are portable to new verticals such as utilities, financial services, and content distribution. In addition, the market is demanding that our solutions have greater architectural flexibility and interoperability, and that we are able to meet the demands for technological advancements to our solutions at a greater pace. Our attempts to meet these demands subjects our R&D efforts to greater risks.

As a result, substantial R&D and product investment will be required to maintain the competitiveness of our solutions in the market. Technical problems may arise in developing, maintaining, integrating, and operating our solutions as the complexities are increased. Development projects can be lengthy and costly, and may be subject to changing requirements, programming difficulties, a shortage of qualified personnel, and/or unforeseen factors which can result in delays. In addition, we may be responsible for the implementation of new solutions and/or the migration of clients to new solutions, and depending upon the specific solution, we may also be responsible for operations of the solution.

There is an inherent risk in the successful development, implementation, migration, integration, and operation of our solutions as the technological complexities, and the pace at which we must deliver these solutions to market, continue to increase. The risk of making an error that causes significant operational disruption to a client, or results in incorrect customer or vendor data processing that we perform on behalf of our clients, increases proportionately with the frequency and complexity of changes to our solutions and new delivery models. There can be no assurance: (i) of continued market acceptance of our solutions; (ii) that we will be successful in the development of enhancements or new solutions that respond to technological advances or changing client needs at the pace the market demands; or (iii) that we will be successful in supporting the implementation, migration, integration, and/or operations of enhancements or new solutions.

***Our International Operations Subject Us to Additional Risks.***

We currently conduct a portion of our business outside the U.S. We are subject to certain risks associated with operating internationally including the following items:

- Product development not meeting local requirements;
- Fluctuations in foreign currency exchange rates for which a natural or purchased hedge does not exist or is ineffective;
- Staffing and managing foreign operations;
- Longer sales cycles for new contracts;

- Longer collection cycles for client billings or accounts receivable, as well as heightened client collection risks, especially in countries with highly inflationary economies and/or with restrictions on the movement of cash out of the country;
- Trade barriers;
- Governmental sanctions;
- Complying with varied legal and regulatory requirements across jurisdictions;
- Reduced protection for intellectual property rights in some countries;
- Inability to recover value added taxes and/or goods and services taxes in foreign jurisdictions;
- Political instability and threats of terrorism; and
- A potential adverse impact to our overall effective income tax rate resulting from, among other things:
- Operations in foreign countries with higher tax rates than the U.S.;
- The inability to utilize certain foreign tax credits; and
- The inability to utilize some or all of losses generated in one or more foreign countries.

One or more of these factors could have a material adverse effect on our international operations, which could adversely impact our results of operations and financial position.

***Our International Operations Require Us To Comply With Applicable U.S. and International Laws and Regulations.***

Doing business on a worldwide basis requires our company and our subsidiaries to comply with the laws and the regulations of the U.S. government and various international jurisdictions. These regulations place restrictions on our operations, trade practices and trade partners. In particular, our international operations are subject to U.S. and foreign anti-corruption laws and regulations such as the Foreign Corrupt Practices Act (“FCPA”), the U.K. Anti-Bribery Act and economic sanction programs administered by OFAC.

The FCPA prohibits us from providing anything of value to foreign officials for the purposes of influencing official decisions or obtaining or retaining business. In addition, the FCPA imposes accounting standards and requirements on publicly traded U.S. corporations and their foreign affiliates, which are intended to prevent the diversion of corporate funds to the payment of bribes and other improper payments, and to prevent the establishment of “off books” slush funds from which such improper payment can be made. As part of our business, we regularly deal with state-owned business enterprises, the employees of which are considered foreign officials for purposes of the FCPA. In addition, some of the international locations in which we operate lack a developed legal system and have higher than normal levels of corruption. We inform our personnel and third-party sales representatives of the requirements of the FCPA and other anti-corruption laws, including, but not limited to their reporting requirements. We have also developed and will continue to develop and implement systems for formalizing contracting processes, performing due diligence on agents and improving our recordkeeping and auditing practices regarding these regulations. However, there is no guarantee that our employees, third-party sales representatives or other agents have not or will not engage in conduct undetected by our processes and for which we might be held responsible under the FCPA or other anti-corruption laws.

Economic sanctions programs restrict our business dealings with certain countries and individuals. From time to time, certain of our foreign subsidiaries have had limited business dealings with entities in jurisdictions subject to OFAC-administered sanctions. As a result of the above activities, we are exposed to a heightened risk of violating anti-corruption laws and OFAC regulations. Violations of these laws and regulations are punishable by civil penalties, including fines, injunctions, asset seizures, debarment from government contracts and revocations or restrictions of licenses, as well as criminal fines and imprisonment.

We have encountered the following two matters:

- We received an administrative subpoena from OFAC, dated February 27, 2012, requesting documents and information related to the possibility of direct or indirect transactions with or to Iranian entities. We have conducted an internal review to identify transactions by us involving the subject matter of the subpoena as well as with any other sanctioned or embargoed entity or jurisdiction. On July 13, 2012, we delivered to OFAC a response to the administrative subpoena.
- On July 13, 2012, we submitted an initial voluntary disclosure to OFAC relating to certain business dealings in Syria. On October 5, 2012, we submitted a voluntary disclosure relating to these business dealings.

These business dealings represented an insignificant amount of our consolidated revenues and income, and generally consisted of software licenses and related services. We cannot predict the ultimate outcome of these matters or the total costs which may be involved. We believe there is a likelihood that a loss may be realized related to these matters, but that no reasonable estimate of the loss can be made.

***Our Use of Open Source Software May Subject Us to Certain Intellectual Property-Related Claims or Require Us to Re-Engineer Our Software, Which Could Harm Our Business.***

We use open source software in connection with our solutions, processes, and technology. Companies that use or incorporate open source software into their products have, from time to time, faced claims challenging their use, ownership and/or licensing rights associated with that open source software. As a result, we could be subject to suits by parties claiming certain rights to what we believe to be open source software. Some open source software licenses require users who distribute open source software as part of

their software to publicly disclose all or part of the source code in their software and make any derivative works of the open source code available on unfavorable terms or at no cost. In addition to risks related to license requirements, use of open source software can lead to greater risks than use of third party commercial software, as open source licensors generally do not provide warranties, support, or controls with respect to origin of the software. Use of open source software also complicates compliance with export-related laws. While we take measures to protect our use of open source software in our solutions, open source license terms may be ambiguous, and many of the risks associated with usage of open source software cannot be eliminated. If we were found to have inappropriately used open source software, we may be required to release our proprietary source code, re-engineer our software, discontinue the sale of certain solutions in the event re-engineering cannot be accomplished on a timely basis, or take other remedial action that may divert resources away from our development efforts, any of which could adversely affect our business, financial position, and results of operations.

***A Reduction in Demand for Our Key Business Support Solutions Could Have a Material Adverse Effect on Our Financial Position and Results of Operations.***

Historically, a substantial percentage of our total revenues have been generated from our core outsourced processing product, ACP, and related solutions. These solutions are expected to continue to provide a large percentage of our total revenues in the foreseeable future. Any significant reduction in demand for ACP and related solutions could have a material adverse effect on our financial position and results of operations. Likewise, a large percentage of revenues derived from our software license and services business have been derived from wholesale billing, retail billing and mediation products which are typically associated with large implementation projects. A sudden downward shift in demand for these products or for our professional services associated with these products could have a material adverse effect on our financial position and results of operations.

***We May Not Be Able to Efficiently and Effectively Implement New Solutions or Convert Clients onto Our Solutions.***

Our continued growth plans include the implementation of new solutions, as well as converting both new and existing clients to our solutions. Such implementations or conversions, whether they involve new solutions or new customers, have become increasingly more difficult because of the sophistication, complexity, and interdependencies of the various computing and network environments impacted, combined with the increasing complexity of the clients' underlying business processes. In addition, the complexity of the implementation work increases when the arrangement includes additional vendors participating in the overall project, including, but not limited to, prime and subcontractor relationships with our company. For these reasons, there is a risk that we may experience delays or unexpected costs associated with a particular implementation or conversion, and our inability to complete implementation or conversion projects in an efficient and effective manner could have a material adverse effect on our results of operations.

***Our Business is Dependent Upon the Economic and Market Condition of the Global Communications Industry.***

Since the majority of our clients operate within the global communications industry sector, the economic state of this industry directly impacts our business. The global communications industry has undergone significant fluctuations in growth rates and capital investment cycles in the past decade. Current economic indices suggest a slow stabilization of the industry, but it is impossible to predict whether this stabilization will persist or be subject to future instability. In addition, consolidation amongst providers continues as service providers look for ways to expand their markets and increase their revenues.

Continued consolidation, a significant retrenchment in investment by communications providers, or even a material slowing in growth (whether caused by economic, geo-political, competitive, or consolidation factors) could cause delays or cancellations of sales and services currently included in our forecasts. This could cause us to either fall short of revenue expectations or have a cost model that is misaligned with revenues, either or both of which could have a material adverse effect on our financial position and results of operations.

We expect to continue to generate a significant portion of our future revenues from our North American cable and satellite operators. These clients operate in a highly competitive environment. Competitors range from traditional wireline and wireless providers to new entrants like new content aggregators such as Hulu, YouTube, Google, and Netflix. Should these competitors be successful in their video strategies, it could threaten our clients' market share, and thus our source of revenues, as generally speaking these companies do not use our core solutions and there can be no assurance that new entrants will become our clients. In addition, demand for spectrum, network bandwidth and content continues to increase and any changes in the regulatory environment could have a significant impact to not only our clients' businesses, but in our ability to help our clients be successful.

***We Face Significant Competition in Our Industry.***

The market for our solutions is highly competitive. We directly compete with both independent providers and in-house solutions developed by existing and potential clients. In addition, some independent providers are entering into strategic alliances with other independent providers, resulting in either new competitors, or competitors with greater resources. Many of our current and potential competitors have significantly greater financial, marketing, technical, and other competitive resources than our company, many with

significant and well-established domestic and international operations. There can be no assurance that we will be able to compete successfully with our existing competitors or with new competitors.

***Failure to Protect Our Intellectual Property Rights or Claims by Others That We Infringe Their Intellectual Property Rights Could Substantially Harm Our Business, Financial Position and Results of Operations.***

We rely on a combination of trade secret, copyright, trademark, and patent laws in the U.S. and similar laws in other countries, and non-disclosure, confidentiality, and other types of contractual arrangements to establish, maintain, and enforce our intellectual property rights in our solutions. Despite these measures, any of our intellectual property rights could be challenged, invalidated, circumvented, or misappropriated. Further, our contractual arrangements may not effectively prevent disclosure of our confidential information or provide an adequate remedy in the event of unauthorized disclosure of our confidential information. Others may independently discover trade secrets and proprietary information, which may complicate our assertion of trade secret rights against such parties. Costly and time consuming litigation could be necessary to enforce and determine the scope of our proprietary rights, and failure to obtain or maintain trade secret protection could adversely affect our competitive business position. In addition, the laws of certain countries do not protect proprietary rights to the same extent as the laws of the U.S. Therefore, in certain jurisdictions, we may be unable to protect our proprietary technology adequately against unauthorized third party copying or use, which could adversely affect our competitive position.

Although we hold a limited number of patents and patent applications on some of our newer solutions, we do not rely upon patents as a primary means of protecting our rights in our intellectual property. In any event, there can be no assurance that our patent applications will be approved, that any issued patents will adequately protect our intellectual property, or that such patents will not be challenged by third parties. Also, much of our business and many of our solutions rely on key technologies developed or licensed by third parties, and we may not be able to obtain or continue to obtain licenses and technologies from these third parties at all or on reasonable terms.

Finally, third parties may claim that we, our clients, licensees or other parties indemnified by us are infringing upon their intellectual property rights. Even if we believe that such claims are without merit, they can be time consuming and costly to defend and distract management's and technical staff's attention and resources. Claims of intellectual property infringement also might require us to redesign affected solutions, enter into costly settlement or license agreements or pay costly damage awards, or face a temporary or permanent injunction prohibiting us from marketing or selling certain of our solutions. Even if we have an agreement to indemnify us against such costs, the indemnifying party may be unable to uphold its contractual obligations. If we cannot or do not license the infringed technology on reasonable pricing terms or at all, or substitute similar technology from another source, our business, financial position, and results of operations could be adversely impacted. Our failure to adequately establish, maintain, and protect our intellectual property rights could have a material adverse impact on our business, financial position, and results of operations.

***Client Bankruptcies Could Adversely Affect Our Business.***

In the past, certain of our clients have filed for bankruptcy protection. As a result of the current economic conditions and the additional financial stress this may place on companies, the risk of client bankruptcies is heightened. Companies involved in bankruptcy proceedings pose greater financial risks to us, consisting principally of the following: (i) a financial loss related to possible claims of preferential payments for certain amounts paid to us prior to the bankruptcy filing date, as well as increased risk of collection for accounts receivable, particularly those accounts receivable that relate to periods prior to the bankruptcy filing date; and/or (ii) the possibility of a contract being unilaterally rejected as part of the bankruptcy proceedings, or a client in bankruptcy may attempt to renegotiate more favorable terms as a result of their deteriorated financial condition, thus, negatively impacting our rights to future revenues subsequent to the bankruptcy filing. We consider these risks in assessing our revenue recognition and our ability to collect accounts receivable related to our clients that have filed for bankruptcy protection, and for those clients that are seriously threatened with a possible bankruptcy filing. We establish accounting reserves for our estimated exposure on these items which can materially impact the results of our operations in the period such reserves are established. There can be no assurance that our accounting reserves related to this exposure will be adequate. Should any of the factors considered in determining the adequacy of the overall reserves change adversely, an adjustment to the accounting reserves may be necessary. Because of the potential significance of this exposure, such an adjustment could be material.

***We May Incur Material Restructuring Charges in the Future.***

In the past, we have recorded restructuring charges related to involuntary employee terminations, various facility abandonments, and various other restructuring activities. We continually evaluate ways to reduce our operating expenses through new restructuring opportunities, including more effective utilization of our assets, workforce, and operating facilities. As a result, there is a risk, which is increased during economic downturns and with expanded global operations, that we may incur material restructuring charges in the future.

**Substantial Impairment of Goodwill and Other Long-lived Assets in the Future May Be Possible.**

As a result of various acquisitions and the growth of our company over the last several years, we have approximately \$226 million of goodwill, and \$143 million of long-lived assets other than goodwill (principally, property and equipment, software, and client contracts). These long-lived assets are subject to ongoing assessment of possible impairment summarized as follows:

Goodwill is required to be tested for impairment on an annual basis. We have elected to do our annual test for possible impairment as of July 31 of each year. In addition to this annual requirement, goodwill is required to be evaluated for possible impairment on a periodic basis (e.g., quarterly) if events occur or circumstances change that could indicate a possible impairment may have occurred. Long-lived assets other than goodwill are required to be evaluated for possible impairment whenever events or changes in circumstances indicate that the carrying amount of these assets may not be recoverable.

We utilize our market capitalization and/or cash flow models as the primary basis to estimate the fair value amounts used in our goodwill and other long-lived asset impairment valuations. If an impairment was to be recorded in the future, it could materially impact our results of operations in the period such impairment is recognized, but such an impairment charge would be a non-cash expense, and therefore would have no impact on our cash flows.

**Failure to Attract and Retain Our Key Management and Other Highly Skilled Personnel Could Have a Material Adverse Effect on Our Business.**

Our future success depends in large part on the continued service of our key management, sales, product development, professional services, and operational personnel. We believe that our future success also depends on our ability to attract and retain highly skilled technical, managerial, operational, and sales and marketing personnel, including, in particular, personnel in the areas of R&D, professional services, and technical support. Competition for qualified personnel at times can be intense, particularly in the areas of R&D, conversions, software implementations, and technical support. This risk is heightened with a widely dispersed customer base and employee populations. For these reasons, we may not be successful in attracting and retaining the personnel we require, which could have a material adverse effect on our ability to meet our commitments and new product delivery objectives.

**Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**

The following table presents information with respect to purchases of company common stock made during the first quarter of 2013 by CSG Systems International, Inc. or any "affiliated purchaser" of CSG Systems International, Inc., as defined in Rule 10b-18(a)(3) under the Exchange Act.

Period	Total Number of Shares Purchased (1)	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares that May Yet Be Purchased Under the Plan or Programs
January 1 – January 31	1,584	\$ 18.73	—	2,631,481
February 1 – February 28	261,685	19.96	119,500	2,511,981
March 1 – March 31	310,328	19.63	209,300	2,302,681
Total	573,597	\$ 19.78	328,800	

(1) The total number of shares purchased that are not part of the Stock Repurchase Program represents shares purchased and cancelled in connection with stock incentive plans.

**Item 3. Defaults Upon Senior Securities**

None

**Item 4. Mine Safety Disclosures**

None

**Item 5. Other Information**

None

**Item 6. Exhibits**

The Exhibits filed or incorporated by reference herewith are as specified in the Exhibit Index.

**SIGNATURES**

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.

Dated: May 7, 2013

CSG SYSTEMS INTERNATIONAL, INC.

/s/ Peter E. Kalan

Peter E. Kalan  
Chief Executive Officer and President  
(Principal Executive Officer)

/s/ Randy R. Wiese

Randy R. Wiese  
Executive Vice President, Chief Financial Officer, and  
Chief Accounting Officer  
(Principal Financial Officer and Principal Accounting Officer)

**CSG SYSTEMS INTERNATIONAL, INC.**  
**INDEX TO EXHIBITS**

<u>Exhibit Number</u>	<u>Description</u>
10.21P*	Nineteenth Amendment to the Restated and Amended CSG Master Subscriber Management System Agreement between CSG Systems, Inc. and Comcast Cable Communications Management, LLC
10.21Q*	Twenty-First Amendment to the Restated and Amended CSG Master Subscriber Management System Agreement between CSG Systems, Inc. and Comcast Cable Communications Management, LLC
10.21R*	Twenty-Second Amendment to the Restated and Amended CSG Master Subscriber Management System Agreement between CSG Systems, Inc. and Comcast Cable Communications Management, LLC
10.21S*	Twenty-Third Amendment to the Restated and Amended CSG Master Subscriber Management System Agreement between CSG Systems, Inc. and Comcast Cable Communications Management, LLC
10.22*	CSG Master Subscriber Management System Agreement between CSG Systems, Inc. and Comcast Cable Communications Management, LLC
10.24P*	Sixtieth Amendment to the CSG Master Subscriber Management Agreement between CSG Systems, Inc. and Time Warner Cable Inc.
10.24Q*	Seventieth Amendment to the CSG Master Subscriber Management Agreement between CSG Systems, Inc. and Time Warner Cable Inc.
10.24R	First Amendment to Affiliate Addendum Media Sales Division between CSG Systems, Inc. and Time Warner Cable Inc.
10.83	Forms of Agreement for Equity Compensation
31.01	Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.02	Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.01	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS**	XBRL Instance Document
101.SCH**	XBRL Taxonomy Extension Schema Document
101.CAL**	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF**	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB**	XBRL Taxonomy Extension Label Linkbase Document
101.PRE**	XBRL Taxonomy Extension Presentation Linkbase Document

\* Portions of the exhibit have been omitted pursuant to an application for confidential treatment, and the omitted portions have been filed separately with the Commission.

\*\* XBRL (Extensible Business Reporting Language) information is furnished and not filed or a part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, is deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and otherwise is not subject to liability under these sections.





**NINETEENTH AMENDMENT  
TO THE  
RESTATED AND AMENDED  
CSG MASTER SUBSCRIBER MANAGEMENT SYSTEM AGREEMENT  
BETWEEN  
CSG SYSTEMS, INC.  
AND  
COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC**

This NINETEENTH AMENDMENT (the "Amendment") is made by and between **CSG Systems, Inc.** ("CSG") and **Comcast Cable Communications Management, LLC** ("Customer"). The Effective Date of this Amendment is the date last signed below. CSG and Customer entered into a certain Restated and Amended CSG Master Subscriber Management System Agreement (CSG document #2296663) dated July 1, 2008 (the "Agreement") and now desire to amend the Agreement in accordance with the terms and conditions set forth in this Amendment. If the terms and conditions set forth in this Amendment shall be in conflict with the Agreement, the terms and conditions of this Amendment shall control. Any terms in initial capital letters or all capital letters used as a defined term but not defined in this Amendment shall have the meaning set forth in the Agreement. Upon execution of this Amendment by the parties, any subsequent reference to the Agreement between the parties shall mean the Agreement as amended by this Amendment. Except as amended by this Amendment, the terms and conditions set forth in the Agreement shall continue in full force and effect according to their terms.

**CSG and Customer agree to the following:**

**1. Upon the Effective Date, Schedule P to the Agreement shall be deleted in its entirety and replaced with the new Schedule P attached hereto and which is incorporated herein by this reference.**

**IN WITNESS WHEREOF** the parties hereto have caused this Amendment to be executed by their duly authorized representatives.

**COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC ("CUSTOMER")**  
**CSG SYSTEMS, INC. ("CSG")**

By: /s/ Peter Kiriacoulacos  
Name: Peter Kiriacoulacos  
Title: Executive Vice President & Chief Procurement Officer  
Date: 1-29-13

By: Joseph T. Ruble  
Name: Joseph T. Ruble  
Title: evP, CAO & General Counsel  
Date: 7 Feb 2013

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**Schedule P**

Customer Authorization Schedule

CSG Document	Comcast Personnel	Title	Comment
Master Agreement & Amendments (and all categories listed below)	**** ***** *** *****	EVP and Chief Procurement Officer SVP Finance & Accounting	
SOW-/DSOW	*** ***** *****	Vice President, Procurement Vice President, Finance	Contract Administration
LOA	***** ***** ** ***** ***** ***** ***** *****	Director of Billing Sr. Director of Billing Systems Vice President, Finance Executive Director of Billing Systems	Technical Administration
SRF	***** ***** ***** ***** ** *****	Director of Billing Executive Director of Billing Systems Sr. Director, Billing Systems	Technical Administration
IPA	***** ***** ** ***** ***** *****	Executive Director of Billing Systems Sr. Director, Billing Systems Director, Software Development	
BRD	***** ***** ** ***** ***** *****	Executive Director of Billing Systems Sr. Director, Billing Systems Director, Software Development	
Billing Disputes	**** ***** ** ***** ***** **** *****	Vice President, Finance Sr. Director, Billing Systems Sr. Manager Finance Sr. Manager Finance	



TWENTY-FIRST AMENDMENT TO THE RESTATED AND AMENDED CSG MASTER SUBSCRIBER MANAGEMENT SYSTEM AGREEMENT BETWEEN CSG SYSTEMS, INC. AND COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

This TWENTY-FIRST AMENDMENT (the "Amendment") is made by and between CSG Systems, Inc. ("CSG") and Comcast Cable Communications Management, LLC ("Customer"). The Effective Date of this Amendment is the date last signed below. CSG and Customer entered into a certain Restated and Amended CSG Master Subscriber Management System Agreement (CSG document #2296663) dated July 1, 2008 (the "Agreement") and now desire to amend the Agreement in accordance with the terms and conditions set forth in this Amendment. If the terms and conditions set forth in this Amendment shall be in conflict with the Agreement, the terms and conditions of this Amendment shall control. Any terms in initial capital letters or all capital letters used as a defined term but not defined in this Amendment shall have the meaning set forth in the Agreement. Upon execution of this Amendment by the parties, any subsequent reference to the Agreement between the parties shall mean the Agreement as amended by this Amendment. Except as amended by this Amendment, the terms and conditions set forth in the Agreement shall continue in full force and effect according to their terms.

CSG and Customer agree to the following:

- 1. Customer desires to utilize the services of CSG's Professional Services Group to design, develop, and implement a solution that will allow Customer to print payment receipts via a network printer. The Front Counter Printer Solution will allow Customer to define a printer for front counter payment receipts outside of the standard CCS printer set-up.
2. Therefore, Schedule F, Fees, CSG Service, Subsection III. Payment Procurement, shall be amended to add a new Section I. entitled "Front Counter Printer Solution," as follows:

I. Front Counter Printer Solution

Table with 3 columns: Description of Item/Unit of Measure, Frequency, Fee. Rows include CSG Front Counter Printer Solution (Note 1) and Production Support and Maintenance Fee (Note 2) (Note 3).

Note 1: Design, development and implementation services and lead times will be set forth in a mutually agreeable Statement of Work.
Note 2: Production Support will commence after the deployment of Front Counter Printer Solution to production.
Note 3: ...

IN WITNESS WHEREOF the parties hereto have caused this Amendment to be executed by their duly authorized representatives.

**COMCAST CABLE  
COMMUNICATIONS MANAGEMENT,  
LLC (“CUSTOMER”)**

By: /s/ Peter Kiriacoulacos

Name: Peter Kiriacoulacos

Title: Executive Vice President & Chief  
Procurement Officer

Date: 2-14-13

**CSG SYSTEMS, INC. (“CSG”)**

By: /s/ Michael J. Henderson

Name: Michael Henderson

Title: EVP Sales & Marketing

Date: 2/20/13

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**TWENTY-SECOND AMENDMENT  
 TO THE  
 RESTATED AND AMENDED  
 CSG MASTER SUBSCRIBER MANAGEMENT SYSTEM AGREEMENT  
 BETWEEN  
 CSG SYSTEMS, INC.  
 AND  
 COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC**

This TWENTY-SECOND AMENDMENT (the "Amendment") is made by and between **CSG Systems, Inc.** ("CSG") and **Comcast Cable Communications Management, LLC** ("Customer"). The Effective Date of this Amendment is the date last signed below. CSG and Customer entered into a certain Restated and Amended CSG Master Subscriber Management System Agreement (CSG document #2296663) dated July 1, 2008 (the "Agreement") and now desire to amend the Agreement in accordance with the terms and conditions set forth in this Amendment. If the terms and conditions set forth in this Amendment shall be in conflict with the Agreement, the terms and conditions of this Amendment shall control. Any terms in initial capital letters or all capital letters used as a defined term but not defined in this Amendment shall have the meaning set forth in the Agreement. Upon execution of this Amendment by the parties, any subsequent reference to the Agreement between the parties shall mean the Agreement as amended by this Amendment. Except as amended by this Amendment, the terms and conditions set forth in the Agreement shall continue in full force and effect according to their terms.

CSG and Customer agree to the following as of the Effective Date:

1. Customer hereby requests and CSG agrees to establish access to **CSG Vantage® VCTE** schema for **QAYA \*\*\* \*\*** to support future testing for Customer in QAYA and to provide ongoing support. Therefore, for the fees set forth in **Schedule F**, the parties agree as follows:

a. **Schedule F, Fees, Miscellaneous, is modified by adding the following thereto:**

Description of Item/Unit of Measure	Frequency	Fee
XXII. Set up and configure access to Vantage VCTE schema for QAYA *** **		
1. Interface Fee (***) (Note 1)	***_****	****
2. Support Fee (***) (Note 2)	*****	\$*****

**Note 1:** All implementation services and fees for the access to the VCTE schema will be set forth in a mutually agreeable document (e.g., either an LOA or SOW).

**Note 2:** Support Fee will commence upon the execution of the related SOW (CSG #2500380), and will be billed pursuant to the terms and conditions of the Agreement

IN WITNESS WHEREOF the parties hereto have caused this Amendment to be executed by their duly authorized representatives.

**COMCAST CABLE  
 COMMUNICATIONS MANAGEMENT,  
 LLC ("CUSTOMER")**  
 By: /s/ Peter Kiriacoulacos  
 Name: Peter Kiriacoulacos  
 Title: Executive Vice President & Chief  
 Procurement Officer  
 Date: 3-6-13

**CSG SYSTEMS, INC. ("CSG")**  
 By: /s/ Peter E. Kalan  
 Name: Peter E. Kalan  
 Title: President & CEO  
 Date: 3/18/13







subsequent amendment to the Agreement. All other terms and conditions of the Agreement shall be given and remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

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IN WITNESS WHEREOF the parties hereto have caused this Amendment to be executed by their duly authorized representatives.

**COMCAST CABLE  
COMMUNICATIONS  
MANAGEMENT, LLC  
("CUSTOMER")**

By: /s/ Peter Kiriacoulacos  
Name: Peter Kiriacoulacos  
Title: Executive Vice President & Chief  
Procurement Officer  
Date: 2-25-13

**CSG SYSTEMS, INC. ("CSG")**

By: /s/ Randy Wiese  
Name: Randy Wiese  
Title: CFO  
Date: Feb 25, 2013

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**CSG MASTER SUBSCRIBER MANAGEMENT SYSTEM AGREEMENT**

This CSG MASTER SUBSCRIBER MANAGEMENT SYSTEM AGREEMENT ("Agreement") (including, but not limited to, the attached Schedules and Exhibits) is entered into as of this 1st day of March 2013, ("Effective Date") between **CSG Systems, Inc.?**, a Delaware corporation with offices at 9555 Maroon Circle, Englewood, Colorado 80112 ("CSG"), and **Comcast Cable Communications Management, LLC**, a Delaware limited liability company with offices at One Comcast Center, Philadelphia, Pennsylvania 19103 ("Comcast"), on behalf of itself and its Affiliates (collectively, the "Customer"). Customer and CSG shall be referred herein individually as the "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, CSG and Customer are parties to certain Prior Agreements (as defined in Schedule A) and upon execution of this Agreement, except as otherwise set forth herein, desire to supercede the terms and conditions of such Prior Agreements with the terms and conditions of this Agreement; and

**WHEREAS**, Comcast enters into this Agreement on behalf of itself and its Affiliates. Notwithstanding any rights granted to or obligations assumed by any Comcast Affiliate under this Agreement, Comcast will remain liable for all obligations of Customer under the Agreement; and

**WHEREAS**, Customer desires to obtain from CSG, and CSG desires to grant to Customer, a license to use the products set forth in Schedule B, along with any other CSG products subsequently licensed by CSG to Customer under this Agreement; and

**WHEREAS**, from time-to-time, Customer may request CSG to provide to Customer, certain services set forth in Schedule C ("Recurring Services"), which along with any Technical Services or other CSG services provided by CSG to Customer under this Agreement, are collectively referred to herein as the "Services;"

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree:

**ARTICLE 1  
OVERVIEW**

**1.1 General.** This Agreement provides the terms and conditions upon which CSG shall provide, and Customer shall procure, the Products and Services within the United States.

**1.2 Term.** Unless earlier terminated pursuant to Section 6.1 or Section d.(v) of Schedule L, this Agreement shall commence on the Effective Date and remain in effect thereafter for an initial term expiring on February 28, 2017 ("Initial Term"). The term of any specific license for the Products and the term for any specific Services to be provided shall be effective from the Effective Date or the date set forth in the applicable Amendment and shall terminate with this Agreement, unless stated otherwise herein or as otherwise provided in the applicable Schedule, Exhibit or Amendment.

(a) First Extension Option. CSG shall provide Customer with written notice no later than June 1, 2016 that the Initial Term is approaching its expiration. Customer shall then have the option in its sole discretion to extend the Initial Term of the Agreement for one additional year through February 28, 2018 ("First Extension Term"), subject to the fees set forth in Schedule F, with written notice to CSG no later than September 1, 2016.

(b) Second Extension Option. In the event Customer has exercised its option to extend the Agreement through February 28, 2018, pursuant to the terms of Subsection 1.2 (a), CSG shall provide Customer with written notice no later than June 1, 2017 that the Term is approaching its expiration. Customer may then extend the Term of the Agreement for one additional year through February 28, 2019 ("Second Extension Term"), subject to the fees set forth in Schedule F, with written notice to CSG no later than \*\*\*\*\* \*\* \*\*\*\*\*.

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(c) The Parties agree that the Initial Term or any duly exercised First Extension Term or Second Extension Term shall be considered part of the "Term" and/or "the term of this Agreement."

(d) As used herein "Contract Year" shall mean each twelve month period commencing on March 1 of each calendar year during the Term.

(e) In the event Customer does not notify CSG of its intent to extend in accordance with subparagraphs (a) or (b) above, CSG shall not be required to extend the Term of this Agreement, subject to the obligations set forth in Section 6.2 (De-Conversion Services).

**1.3 Termination of Prior Agreements.** Within \*\*\*\*\* of the Effective Date, Customer shall pay all Undisputed amounts due under the Prior Agreements. Upon the Effective Date the Prior Agreements (including any licenses, perpetual or otherwise, granted therein), including a certain Restated and Amended CSG Master Subscriber Management Agreement entered into by and between CSG Systems, Inc. and Comcast Cable Communications Management, LLC on July 1, 2008, shall immediately terminate and the Parties shall have no further rights, duties or obligations under such Prior Agreements (subject to the survival clauses set forth in such Prior Agreements). The Parties further agree that upon the Effective Date the terms and conditions related to CSG's offering of its Products and Services to Customer and the treatment of either Party's Confidential Information shall be governed by this Agreement. Customer and CSG further agree that any amounts earned but not yet billed, agreed in writing, but not yet performed or containing recurring fees or services under SOW's or LOA's executed prior to the Effective Date as set forth in Schedule J shall be invoiced in accordance with this Agreement, unless the SOW or LOA provides terms that conflict with this Agreement. In the event of a conflict, the payment terms of the SOW or LOA shall prevail and shall remain in full force and effect until naturally expiring by their terms. In addition the Parties agree that any SOW's or LOA's that were not included in Schedule J, executed by the Parties and by their nature should be given full force and effect are hereby incorporated as part of this Agreement. Customer agrees to make payment of the fees and CSG agrees to perform its obligations provided in any outstanding SOW or LOA provided in Schedule J or those not included but surviving by their nature pursuant to this Agreement. Further, any recurring fees provided in an SOW or LOA included in Schedule J, shall be identified in Schedule F entitled Fees to this Agreement.

**1.4 Release**

The Parties and all of their respective Affiliates and all of their respective officers, directors, employees, predecessors, successors and assigns (collectively, "Releasees") hereby fully and forever release and discharge each other from and against any and all claims, causes of action, liabilities or demands of any kind whatsoever, known by an employee of such Party at the vice president level or higher on the Effective Date, that either Party may now have or may have in the future against the other's Releasees which arose from a Party's acts or omissions under the Prior Agreements. Notwithstanding the foregoing, the release provided for hereunder shall not apply to: (1) the Statements of Work referenced in Schedule J; (2) any obligations to \*\*\*\*\* and (ii) \*\*\*\*\*; nor (3) \*\*\*\*\* under the Prior Agreement that are in effect on the Effective Date.

**1.5 Exclusive Rights.** CSG and Customer agree that CSG shall be the sole and exclusive provider of Print and Mail Services for Connected Subscribers. Exclusivity of Print and Mail Services is limited to generation, formatting, and printing (except for print suppressed statements), archiving and image viewing (which shall not preclude third party vendors providing Customer similar services for long term archival purposes) for Customer's printed and print suppressed Connected Subscriber statements for Customer's video, high speed data or digital voice services. In the event of a breach of this exclusivity provision, for every \*\*\*\*\* Customer is in breach of this exclusivity provision, Customer shall pay as a remedy (the "Print Exclusivity Remedy"), and not a penalty, for its non-compliance with the terms of exclusivity provided in this Section 1.5, an amount equal to: (i) \*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\* (\*\*) (for purposes of this Section 1.5 hereinafter referred to as the "\*\*\*\*\*"), and then \*\*\*\*\* (which amount shall be subject to Section 5.4, Adjustment to Fees); (ii) the \*\*\*\*\*  
\*\*\*\*\*

\*\*\* ("\*\*\*\*\*"). Customer shall have the right to audit the calculation of the Print Exclusivity Remedy for its accuracy, but not dispute the reasonableness or validity of the Print Exclusivity Remedy itself. At Customer's election, \*\*\*\*\*. Without limiting or in any way diminishing Customer's obligation hereunder to pay the Discontinuance Fee under Section 12.3, it is expressly understood and agreed that, except for CSG's exclusive rights to provide Print and Mail Services for Connected Subscribers, this Agreement does not grant to CSG any exclusive rights to provide customer care and/or billing products or services to Customer or its subscribers. Other than as expressly set forth in this Agreement, Customer makes no guarantee or commitment for any minimum or maximum amount of purchases or volumes; provided, however, nothing in this Section 1.5 shall (i) constitute a waiver by CSG of its right to amounts payable by Customer under Section 12.3, or (ii) diminish Customer's obligation to pay the Discontinuance Fee expressly set forth in Section 12.3 in accordance with the Agreement. The Parties understand and agree that the Print Exclusivity Remedy that Customer shall pay to CSG as a result of Customer's breach of this Section 1.5 is a reasonable estimate of CSG's damages in accordance with applicable state law. The Parties agree that the Print Exclusivity Remedy \*\*\*\*\*. Should Customer be in violation of this subsection 1.5, \*\*\*\*\* (\*\*). CSG agrees, to the extent it has knowledge of Customer's violation of this subsection 1.5, \*\*\*\*\*. However, for the purpose of calculating the Print Exclusivity Remedy, the Parties agree to measure the \*\*\*\*\* that Customer is not compliance with this subsection 1.5 from the date on which Customer became noncompliant or in violation of this subsection 1.5. \*\*\*\*\* For the avoidance of doubt, in the event of a termination of the Agreement resulting in a Discontinuance Fee, the \*\*\*\*\*. The assessment of the Print Exclusivity Remedy shall not constitute a waiver or release of any other remedy CSG may have under this Agreement for Customer's breach of any other provision of this Agreement, including without limitation, CSG's right to terminate this Agreement. During the Term of this Agreement, in the event Customer migrates subscribers and they become Connected Subscribers under this Agreement, and print and mail services for these Connected Subscribers is being performed by a third party provider, \*\*\*\*\* (\*\*). In addition should Customer migrate subscribers and they become Connected Subscribers under this Agreement, and print and mail services for these Connected Subscribers are being performed by Customer, \*\*\*\*\* (\*\*). In the event migration does not occur as provided herein CSG shall be entitled to the Print Exclusivity Remedy for those Connected Subscribers.

**1.6 Additional Rights to Purchase.** An Affiliate shall have the right to purchase under this Agreement as Customer. Such Affiliate(s) shall become additional Customers subject to the terms and conditions of this Agreement upon Customer's written notice to CSG. For purposes of this Agreement, "Affiliate" means and includes any \*\*\*\*\* (\*\*). An entity that otherwise qualifies under this definition will be included within the meaning of "Affiliate" even though it qualifies after the execution of this Agreement.







ARTICLE 3  
SERVICES

**3.1 Recurring Services.** Pursuant to the terms and conditions of this Agreement, and for the fees set forth in Schedule F, CSG agrees to provide Customer, at Customer's request, the Recurring Services set forth in Schedule C in accordance with the service level agreements and other performance standards attached hereto in Schedule L.

**3.2 Technical Services.** Pursuant to the terms and conditions of this Agreement, upon request of Customer from time-to-time, CSG shall provide certain consulting, implementation, development, conversion and/or integration services ("Technical Services") as set forth in Schedule E.

**3.3 Location and Access.** CSG may perform the Technical Services at Customer's premises, CSG's premises or such other premises that Customer and CSG may deem appropriate. CSG hereby agrees to abide by the Partner Connection Requirements set forth in Schedule N and incorporated herein by this reference. Customer will permit CSG to have reasonable access to Customer's premises, personnel and computer equipment for the purposes of performing the Technical Services and implementation and/or conversion services at Customer's premises.

**3.4 Services Commitment.**

(a) Customer agrees to purchase from CSG a minimum of \*\*\*\*\* (\*\*\*\*) \*\*\*\*\* ("Development Hours") of Technical Services during \*\*\*\*\* the Term for the purpose of making periodic enhancements of a similar nature to those provided by CSG to Customer in the 2011 and 2012 calendar years (as evidenced by Statements of Work previously entered into by the Parties as identified by CSG document #\*\*\*\*\* for 2011 and CSG document #\*\*\*\*\* for 2012, as each were modified by applicable Change Orders). Such Development Hours will be applied and invoiced in accordance with one or more duly executed Statement(s) of Work referencing this Section 3.4(a).

(b) Subject to the terms of Section 11.1, Customer further agrees to pay CSG \*\*\*\*\* (\$\*\*\*\*\* per \*\*\*\*\* during the Initial Term of this Agreement ("Customer Re-Investment") to be used to purchase Re-Investment Hours as defined below. This \*\*\*\*\* CSG shall make resources available to support the Customer Re-Investment, in addition to Development Hours, for the purpose of providing Technical Services related to identified and approved development projects as agreed by the Governance and Steering Committee pursuant to one or more duly executed Statement(s) of Work at the rates provided in Schedule F for Technical Services ("Re-Investment Hours"). Customer may, however, reserve up to \*\*\*\*\* ("Reserve Investment") of its \*\*\*\*\* Customer Re-Investment to be used in a \*\*\*\*\* but in no event shall the value of the number of Re-Investment Hours available for use by Customer Re-Investment exceed \*\*\*\*\* (\$\*\*\*\*\* in a \*\*\*\*\* during the Initial Term. Other than to exhaust the Reserve Investment, \*\*\*\*\* CSG will invoice \*\*\*\*\* of the Customer Re-Investment each \*\*\*\*\* beginning the \*\*\*\*\* of the Effective Date. Should Customer exercise its right to extend this Agreement through the First Extension Term, any remaining Reserve Investment may be used during such First Extension Term. In the event Customer has not exercised its right to extend this Agreement in the First Extension Term, any remaining Reserve Investment shall be forfeited. CSG agrees that the implementation fees for \*\*\*\*\* (\*\*\*\*) can be performed by CSG using Re-Investment Hours and paid for by Customer using the Customer Re-Investment.

\*\*\*\*\* (\*\*\*\*) \*\*\*\*\*

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promptly replace, at CSG's expense, any Products that are lost or damaged while en route to Customer. CSG will use commercially reasonable efforts to deliver all software to Customer via Internet or other remote delivery and will not ship software media unless agreed to by the Parties.

**5.6 Equipment Purchase.**

(a) Except as otherwise set forth in this Agreement or agreed in writing between Customer and CSG in accordance with Schedule P, Customer is fully responsible for obtaining and installing all computer hardware, software, peripherals and necessary communications facilities, including, but not limited to servers, power supply, workstations, printers, concentrators, communications equipment and routers that are necessary at Customer's place of business in order for Customer to utilize the Services, Products and Deliverables ("Required Equipment"). Except as otherwise set forth in this Agreement or agreed in writing between Customer and CSG in accordance with Schedule P, Customer shall bear responsibility for the Required Equipment, including, but not limited to, the costs of procuring, installing, operating and maintaining such Required Equipment.

(b) CSG may provide, at Customer's request and expense, a data communications line from CSG's data processing center to each or any of Customer's system sites receiving Products and/or Services ("System Sites"), as appropriate. Customer shall pay all pre-approved fees and charges in connection with the installation and use of and peripheral equipment related to the data communications line in accordance with the fees set forth in Schedule F.

**ARTICLE 6  
TERMINATION**

**6.1 Termination.** This Agreement may be terminated in whole or in part, subject to the obligations of the Parties under Section 6.2 (De-Conversion Services) in accordance with the following:

(a) If Customer fails to pay when due any Undisputed amounts (in accordance with Section 5.2) within \*\*\*\*\*(\*\*) days of receiving written notice of such failure to pay amounts owed, CSG may terminate this Agreement (i) in its entirety if Customer failed to pay Undisputed Basic Service Charges defined in Schedule F hereto ("BSC") which exceed \*\*\*\*\*(\*\*) or (ii) only as it pertains to a particular Product, Deliverable or Service, upon written notice to Customer, as of a date specified in such notice of termination. In the event CSG terminates the entire Agreement in accordance with (a)(i) above, CSG shall provide Customer written notice and Customer shall have an additional \*\*\*\*\*(\*\*) from receiving such notice to cure such breach prior to termination.

(b) If either Party breaches any material term or condition of this Agreement, other than those identified in Subsection 6.1(a) above \*\*\*\*\*(\*\*), and fails either to substantially cure such breach within \*\*\*\*\*(\*\*) after receiving written notice specifying in precise detail the nature of the breach or, for those breaches which cannot reasonably be cured within \*\*\*\*\*(\*\*), promptly commence curing such breach and thereafter proceed with all due diligence to substantially cure such breach, then the Party not in breach may, by giving written notice to the breaching Party, terminate this Agreement, in its entirety or as it pertains to a particular Product, Deliverable or Service(s) relating to the breach, as of a date specified in such notice of termination. \*\*\*\*\*(\*\*). All of the obligations of the Parties contained in this Agreement, except for Customer's obligation to pay fees, shall be deemed to have been performed in an acceptable manner unless the Party not in breach provides the breaching Party with written notice as stated above within \*\*\*\*\*(\*\*) of the discovery of the event giving rise to the breach.

(c) If either Party hereto becomes or is declared insolvent or bankrupt, is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then the other Party hereto may, by giving written notice thereof to such Party, terminate this Agreement as of the date specified in such notice of termination.

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tapes to a courier which includes the standard de-conversion package (live subscriber data) within \*\*\*\*\* (\*\*)  
\*\*\*\*\* from upsystem (normally occurs by 3:30 am Central Time) on the \*\*\*\*\* following the designated cut-off  
date. For de-conversions between \*\*\*\*\* (\*\*\*\*\*) and \*\*\*\*\*  
\*\*\*\*\* (\*\*). CSG shall furnish such standard de-conversion package (live subscriber data) within  
\*\*\*\*\* from upsystem (normally occurs by 3:30 am Central Time) on the \*\*\*\*\* following  
the designated cut-off date. For test de-conversions under \*\*\*\*\* (\*\*\*\*\*) \*\*\*\*\* CSG shall start  
transmission or dispatch tapes to a courier which includes the test data within \*\*\*\*\* (\*\*). \*\*\*\*\* after the end  
of the live de-conversion timeframe for the given month pursuant to the terms set forth above. For test de-  
conversions between \*\*\*\*\* (\*\*\*\*\*) \*\*\*\*\* and \*\*\*\*\*  
\*\*\*\*\* (\*\*). CSG shall start transmission or dispatch tapes to a courier which includes the test data  
within \*\*\*\*\* (\*\*\*\*\*) \*\*\*\*\* after the end of the live de-conversion timeframe for the given month  
pursuant to the terms set forth above. CSG shall start transmission or dispatch to a courier the data or the standard  
de-conversion data package in the following sequence as it becomes available: 1) live; 2) 30 day test; 3) 90 day test .

During the time period that De-conversion Services are provided by CSG hereunder, CSG agrees to maintain,  
support, and make available to Customer, as applicable, levels of support substantially similar to those provided  
immediately preceding the notice of termination or, during the Term of this Agreement, pursuant to the terms of this  
Agreement, as well as all Products and Services used by Customer in formats or versions then currently used by  
Customer, including and not limited to ACSR, ACP, Vantage licensed products and other Products and Services  
then utilized by Customer. Such versions and formats shall be provided to Customer at no additional costs, fees or  
license requirements, except as subject to and unless expressly provided in this Agreement.

**Monthly Connected Subscriber Commitment**

Each month, for the applicable fees provided in Schedule F, Customer agrees to process a minimum number of  
monthly Connected Subscribers during the Term ("Monthly Subscriber Commitment"), as calculated below.

**A. Calculation of Monthly Subscriber Commitment.** \*\*\*\*\*  
\*\*\*\*\*

- \*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\* (\*\*\*\*\*),
- \*\*\*\*\*;
- \*\*\*\*\*

**B. Required Additional Connected Subscribers.** \*\*\*\*\*  
\*\*\*\*\*

- \*\*\*\*\*
- \*\*\*\*\*
- \*\*\*\*\*
- \*\*\*\*\*

\*\*\*\*\*  
\*\*\*\*\*

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\*\*\*\*\*  
\*\*\*\*\*

\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*

**C. Allowable Deconversion Amount.** "\*\*\*\*\*"  
\*\*\*\*\*

1. \*\*\*\*\*  
\*\*\*\*\*
2. \*\*\*\*\*  
\*\*\*\*\*
3. \*\*\*\*\*  
\*\*\*\*\*
4. \*\*\*\*\*  
\*\*\*\*\*

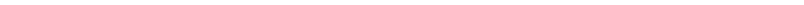
\*For purposes of this subsection, "natural attrition" shall be calculated \*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*

\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*

**D. Fixed Deconversion Amount .** "Fixed Deconversion Amount" shall be as follows:

1. \*\*\*\*\*  
\*\*\*\*\*
2. \*\*\*\*\*  
\*\*\*\*\*
3. \*\*\*\*\*  
\*\*\*\*\*
4. \*\*\*\*\*  
\*\*\*\*\*

\*\*\*\*\*  
\*\*\*\*\*





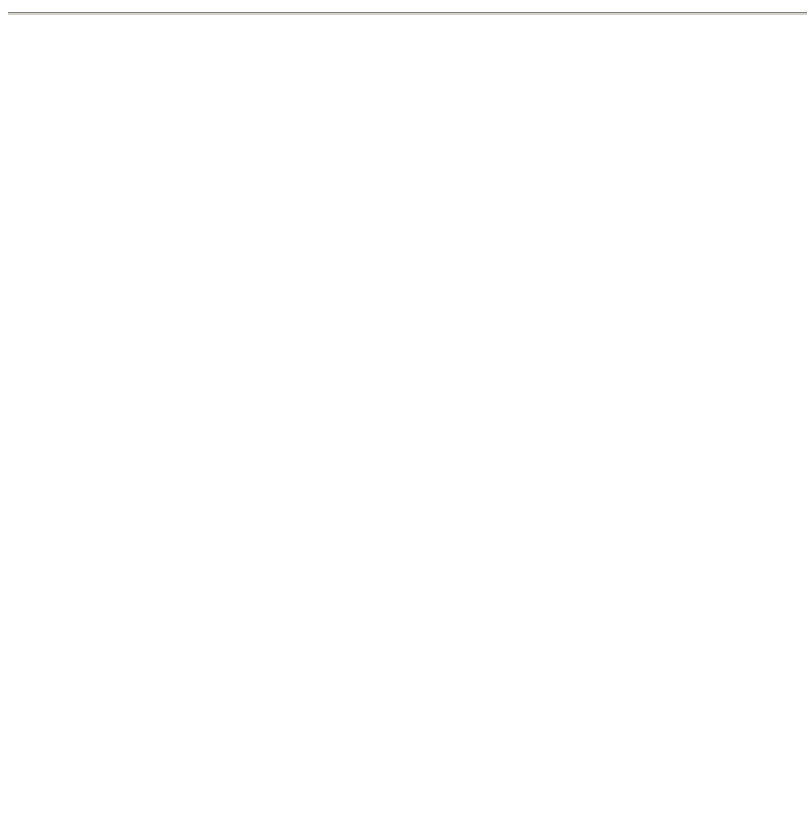
CSG's then current hourly rates in accordance with Schedule F of this Agreement. CSG shall use all commercially reasonable efforts to minimize the scope, hours, costs and expenses associated therewith. Without limiting the foregoing, in any instance where either Party has given a notice of termination to the other, they each agree that CSG's obligation to provide De-conversion Services pursuant to Section 6.2(a) above shall not commence until CSG has delivered to Customer de-conversion data as a result of Customer's first request for such data pursuant to Section 6.2(a).

(e) CSG agrees that upon request of Customer, CSG shall provide Customer \*\*\*\*\* (\*\*\*) of read only access on CSG's online system (ACP/ACSR/Vantage), and within \*\*\*\*\* (\*\*\*) of de-conversion Customer may request an additional \*\*\*\*\* (\*\*\*) of read only access on CSG's online system (ACP/ACSR/Vantage). The fees for read only access on CSG's online system shall be \$\*\*\*\*\* (which amount shall be subject to Section 5.4, Adjustment to Fees) per \*\*\*\*\*. Without limiting the rights and remedies of Customer under this Agreement, or otherwise, CSG acknowledges and agrees that CSG is a bailee of any and all data supplied by Customer, its agents or subscribers to CSG, and any data in CSG's possession derived therefrom.

(f) CSG further agrees to perform the obligations set forth in Sections 6.2(a) hereof, and that with respect to such obligations TIME IS OF THE ESSENCE. To the extent CSG fails to perform obligations that it could have performed using commercially reasonable best efforts, the Parties agree that damages are an inadequate remedy at law and that Customer may apply for and be granted injunctive relief and/or specific performance without the need for any supersedeas or other bond or similar security in any court of competent jurisdiction. In addition, for each day that CSG fails to perform any of its obligations that it could have performed using commercially reasonable best efforts set forth in Subsections 6.2(a), (b), (c), or (e) after the day on which Customer provides CSG with written notice of such failure specifying the nature of the default/failure and following said date, CSG shall pay Customer, as Customer's remedy, liquidated damages in the amount of \*\*\*\*\* (\$\*\*\*\*\*). \*\*\*\*\* that CSG remains in breach of its obligations in this Section 6.2; following the initial \*\*\*\*\* (\*), CSG shall pay Customer \*\*\*\*\* (\$\*\*\*\*\*). \*\*\*\*\* (\*\*\*) CSG remains in breach of its obligations in this Section 6.2; and following the initial \*\*\*\*\* (\*\*\*) CSG shall pay Customer \*\*\*\*\* (\$\*\*\*\*\*). \*\*\*\*\* that CSG remains in breach of its obligations in this Section 6.2. The foregoing liquidated damages, and Customer's right to seek injunctive relief and/or specific performance shall be Customer's sole and exclusive remedy for CSG's failure to perform its obligations set forth in Subsections 6.2(a) through (e); provided, notwithstanding the foregoing, either Party may, pursuant to Section 6.1(b), assert a termination of this Agreement based upon a breach of the obligations set forth in this Section 6.2. \*\*\*\*\*

(g) All written notification from Customer shall be pursuant to the terms and conditions of Section 12.10. To the extent CSG deems any notice received by Customer is not in compliance with Section 12.10, CSG shall notify Customer immediately of the exact nature of the deficiencies and what information is needed for CSG to perform the requested tasks.

**6.3 Delivery of Items.** Upon the expiration or termination of this Agreement for any reason, Customer will promptly pay CSG Undisputed fees and Reimbursable Expenses that are due, invoiced and unpaid for the Services and Deliverables provided by CSG prior to the termination. At any time (upon request by the disclosing Party) the receiving



Party will deliver to the disclosing Party all notebooks, documentation and other items that contain, in whole or in part, any disclosing Party Confidential Information used in performance of the Services.

ARTICLE 7  
INDEMNITY

**7. Intellectual Property Infringement and Indemnification and Covenants**

- 7.1 For purposes of this section 7, a "Claim" shall mean any and all claims, suits or proceedings brought by a third party against Customer, its Affiliates and each of their respective employees, directors, officers, agents and successors and assigns (collectively "Customer" for the purposes of this section 7) so far as any one or all of them is based on an assertion that any Product or mark supplied by CSG or its Affiliates under this Agreement (i) infringes a United States copyright, (ii) infringes a United States patent issued as of the Effective Date, (iii) infringes a United States trademark, or (iv) was manufactured, sold or licensed by means of misappropriated Trade Secrets by CSG, its Affiliates or either of their agents.
- 7.2 CSG shall indemnify and hold harmless Customer from and against any and all expenses, including losses, costs, liabilities and damages (including, without limitation, reasonable attorneys' fees and expenses)(collectively "Expenses"), which are (i) awarded in any final judgment entered by a court or body of competent jurisdiction over a Claim or (ii) agreed to by CSG in any settlement resulting from a Claim, subject to the provisions set forth below in section 7.4.
- 7.3 CSG, at its own expense, also shall have the sole right and obligation to defend Customer from and against any and all Claims, subject to the conditions set forth immediately below in sections 7.3.1 through 7.3.3.
- 7.3.1 Customer shall notify CSG promptly in writing of any Claim and, subject to the Control Sharing Provisions below, give CSG full authority, information and reasonable assistance for the defense and settlement of such Claim; provided, however, that: (i) CSG shall not enter into a settlement of any Claim that imposes any liability or material obligation on Customer or materially prejudices Customer's rights without Customer's prior written consent, which consent shall not be unreasonably withheld; and (ii) CSG shall not enter into a settlement of any Claim without Customer's written consent unless such settlement is solely for monetary payment by CSG or a third-party and contains an explicit and complete unconditional release of Customer in connection with the applicable mark or Product. Notwithstanding the foregoing, Customer's failure to provide such notice shall not relieve CSG of its indemnification and defense obligations unless such failure materially prejudiced CSG's ability to provide a defense to or indemnity for such Claim.
- 7.3.2 To the extent that Customer (i) purchases, uses or deploys a substantial equivalent to a Product supplied by CSG under this Agreement obtained from a third party or (ii) uses or deploys a Product supplied by CSG under this Agreement in conjunction with a product or service obtained or provided by a third party (collectively "Affected Products"), the Affected Products become subject to the same Claim, and such Claim is one for which CSG has liability as set forth elsewhere in this section 7, CSG shall share authority and control over the defense of such Claim with Customer and/or such third party(ies) and shall contribute its proportionate share of the Expenses set forth in section 7.2 with Customer and/or such third party(ies). The proportionate shares of Expenses shall be determined by the Parties taking into account, among other things: (i) the amount paid by Customer to CSG for the product subject to the Claim as a percentage of the total amount of infringement liability caused by the Affected Products; (ii) the amount of infringement liability caused by the CSG product subject to the Claim as a percentage of the total amount of infringement liability caused by the and Affected Products; (iii) the market share within Customer enjoyed by the CSG product subject to the Claim relative to the market share at Customer of the Affected Products (i.e., the number of CSG provided Products at issue in the Claim relative to the total number of Affect Products); and iv) any incremental value in the particular combination of products comprising the Affected Products realized by Customer. CSG and Customer shall endeavor to agree upon and retain a single counsel, in conjunction with such third party(ies), to investigate and/or defend such Claim, but the refusal or inability of such third party(ies) to agree upon and/or retain a single counsel with CSG and Customer to defend such Claim shall not relieve CSG of its obligation to share such authority, control and Expenses with Customer. In no event
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will CSG be responsible for contributing anything other than its proportionate share of the Expenses for a Claim.

7.3.3 If a Claim occurs, or in CSG's counsel's opinion is likely to occur, Customer agrees to permit CSG, at CSG's option and expense, to promptly either (i) procure for Customer the right to continue using the Product or mark, (ii) replace or modify the Product or mark so that it becomes non-infringing without materially adversely affecting the form, fit or functionality of the Product or mark, or (iii) if neither option (i) nor option (ii) is commercially reasonably available to CSG, accept the return of the Product and refund to Customer the amount of the fees actually paid to CSG and allocable for such Product (as depreciated or amortized by an equal annual amount over a five (5) year period from the verified shipment date of the product (collectively the "CSG Claim Options").

7.4 Except as set forth below in sections 7.4.1 and 7.4.2, CSG's liability and other obligations which may arise under this section 7 shall not be limited by any limits of liability provisions elsewhere in this Agreement. For clarity, the limits of liability set forth in section 9.2 of this Agreement shall not apply to any liability or other obligations which may arise under this section 7 for a Claim, and CSG's exercise of any or all of the options listed in section 7.3.2 above shall not be in lieu of, limit, or otherwise effect CSG's liability and other obligations under this section 7 for a Claim.

7.4.1 CSG has no liability for any Claim if the Claim is based in whole or in part upon:

(a) Third Party Software: provided, however that (i) even though CSG makes no warranty and provides no indemnity with respect to Third Party Software, CSG shall pass through all warranties and indemnities provided by any licensor of Third Party Software, and (ii) Third Party Software shall not include, and shall not be deemed to include, Embedded Third Party Software;

(b) use of the Product in combination with other items, unless (i) CSG either (A) sold the other item to Customer explicitly for use in combination with the Product, or (B) explicitly approved Customer's use of the other item in combination with the Product; in either case as documented to Customer by CSG in writing or (ii) the specific combination would be necessary for the intended use of the product in the ordinary course of business in connection with the Product or mark supplied under this Agreement;

(c) alteration or modification of any Product or mark supplied under this Agreement, unless (i) such alteration or modification was performed or authorized in writing by CSG or CSG's authorized agent and (ii) 7.4.1.(d) below does not apply to such alteration or modification;

(d) CSG's compliance with written designs, specifications or instructions issued by an authorized officer or agent of Customer if, and only if, there would be no infringement but for such compliance; provided, however, that this limitation on liability shall not apply: (i) if the infringement results from such designs, specifications or instructions requiring CSG's compliance with an industry standard or technical specification issued by a nationally or commercially recognized industry trade group, or (ii) such designs, specifications or instructions by Customer merely resulted in CSG providing functionality, features or the like already offered or supplied by CSG to customers other than Customer; or

(e) Customer's failure to promptly install an Update provided by CSG which CSG provides in a timely manner at no cost to Customer (including and not limited to additional costs related to using such software in the manner authorized or otherwise reasonably necessary for commercial implementation of the software in the Designated Environment) and notifies Customer that the particular Update is provided to eliminate or prevent the infringement.

7.4.2 Notwithstanding any other provisions in this Agreement, CSG shall not be liable for any Claim based on Customer's continued use of a Product supplied under this Agreement after CSG has: (i) informed Customer in writing of CSG's intent to implement one of the CSG Claim Options (such writing to provide Customer a commercially reasonably detailed description of how CSG intends to implement such CSG Claim Option) and (ii) offered to implement such CSG Claim Option in order to, and in a

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manner which would, fully meet CSG's obligations with respect to implementing CSG Claim Options, where liability for such Claim would have been avoided by implementation of the CSG Claim Option proposed by CSG (and described in the writing to Comcast). In a case where CSG informs Customer in writing of CSG's intent to implement the CSG Claim Option calling for return of a Product subject to a Claim, Customer shall notify CSG in writing whether it will return such Product within a commercially reasonable period of time under the circumstances, but in no event more than thirty days after receiving such written notice.

- 7.5 So long as Customer is not reckless in its purchase, use or deployment of any (i) substantial equivalent of a product supplied by CSG under this Agreement obtained from a third party, or (ii) product or service provided by a third party, whether available from or sold by CSG in a substantially equivalent form or not, then: (I) CSG covenants not to enjoin Customer's use of any such product or service by reason of any claim that any such product or service infringes or misappropriates any patent, copyright, trademark or trade secret, (II) CSG covenants not to sue Customer for its purchase, use or deployment such products prior to the entry of a final, non-appealable judgment for CSG and against the supplier(s) of such products, and (III) CSG covenants not to seek damages from Customer for its purchase, use or deployment of such products occurring prior to the entry of a final, non-appealable judgment for CSG and against the supplier (s) of such products.
- 7.6 With the exception of the provisions contained in section 7.5, the rights and obligations in this section 7 shall survive expiration or earlier termination of this Agreement.

THE REMEDIES SET FORTH IN THIS SECTION 7 ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR AN INFRINGEMENT CLAIM.

- 7.7 **Customer Indemnity.** If an action is brought against CSG claiming that Customer's Intellectual Property infringes a copyright, trademark, trade secret or patent, Customer will defend CSG at Customer's expense and pay all damages, liabilities, costs and expenses, including reasonable attorneys' fees and costs incurred by CSG in the infringement action, but only if (i) CSG notifies Customer promptly upon learning that a legal action has been asserted or threatened to be asserted, (ii) Customer has sole control over the defense of the claim and any negotiation for its settlement or compromise, and (iii) CSG takes no action that, in Customer's reasonable judgment, is contrary to Customer's interest. Customer shall have no indemnity obligation to CSG to the extent that the infringement claim results from a correction or modification not provided by Customer. THE REMEDIES SET FORTH IN THIS SECTION ARE CSG'S SOLE AND EXCLUSIVE REMEDY FOR AN INFRINGEMENT CLAIM BASED ON CUSTOMER'S INTELLECTUAL PROPERTY.

7.8 **General Indemnity.**

- (a) Each Party will indemnify, defend and hold harmless the other Party, its Affiliates, successors and assigns from any and all third-party claims, demands, liabilities, costs or expenses, including reasonable attorneys' fees ("Liabilities") for any death, personal injury, or tangible property damage to the extent caused by negligent acts or omissions or willful misconduct in the performance of this Agreement, by the Party causing the harm herein, its officers, employees, agents or representatives.
- (b) A Party shall, with respect to any claim made against it for which general indemnification under Section 7.8 or indemnification for confidentiality breach under Article 10 is available, notify the other Party in writing of the nature of the claim as soon as practicable but in no event more than \*\*\* (\*\*\*)\*\*\*\*\* after the Party seeking indemnification receives notice of the assertion of the claim. The failure by a Party to give notice as provided above shall not relieve the other Party of its obligations hereunder, except to the extent that the failure materially prejudices the indemnifying Party's ability to defend or settle the claim. Upon receipt of notice, the indemnifying Party shall employ counsel and assume defense of the claim. The indemnified Party will have the right to employ separate counsel and to participate in (but not control or settle the dispute or admit liability without the prior written consent of the
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indemnifying Party) any such action, but the fees and expenses of such counsel will be at the expense of the indemnified Party, in the event that (a) the employment of counsel by the indemnified Party has been authorized in writing by the indemnifying Party; (b) the indemnifying Party has been advised by its counsel in writing that there is a conflict of interest between the indemnifying Party and the indemnified Party (in which case, the indemnifying Party will not have the right to control the defense of the action on behalf of the indemnified Party) or (c) the indemnifying Party has not employed counsel to assume the defense of the action within a reasonable period of time following receipt of the notice of the claim. The indemnifying Party will not settle any such action without the written consent of the Party being indemnified if such settlement imposes any obligation or liability upon the Party being indemnified.

## ARTICLE 8 REPRESENTATIONS AND WARRANTIES

**8.1 Limited Warranty.** CSG warrants that the Products will (i) conform to CSG's published specifications in effect on the date of delivery, and (ii) perform in a certified Designated Environment substantially as described in the accompanying Documentation for a period of \*\*\*\*\* (\*\*\*) \*\*\*\*\* after the date of delivery. CSG warrants that, for a period of one year from the date the applicable Technical Services are performed, such Technical Services were performed in a professional and workmanlike manner. CSG provides any Third Party Software that is not Embedded Third Party Software AS IS. Other than as expressly set forth in this Section 8.1, Customer acknowledges that the Products and any such Third Party Software may not satisfy all of Customer's requirements and the use of the Products and such Third Party Software may not be uninterrupted or error-free. CSG further warrants that it has not knowingly inserted, or knowingly allowed to be inserted, and will use all commercial efforts to prevent insertion, into the Products, Services or Recurring Services, and the medium in which the Products, Services or Recurring Services, and other materials are provided to Customer by CSG, any program, information, code and commands, including viruses, bombs, worms, backdoors or Trojan horses, (i) that are designed to cause the Products, Services or Recurring Services or any of Customer's software or hardware systems to malfunction, self-destruct or deny services, (ii) that are designed to cause damage to or degrade performance of any computer, network, or any information, program or data contained therein, or (iii) that are designed to enable unauthorized access to any of Customer's software or hardware systems.

**8.2 Remedies.** In case of breach of warranty or any other duty related to the quality of the Products, CSG or its representative will correct or replace any defective Product or, if not practicable, CSG will accept the return of the defective Product and refund to Customer the amount actually paid to CSG allocable to the defective Product, and all maintenance fees that Customer actually paid to CSG related to the defective product from the inception of the license grant. Except for CSG's obligations set forth in Article 7, Customer acknowledges that this Section sets forth Customer's sole and exclusive remedy, and CSG's exclusive liability, for any breach of warranty or other duty related to the quality of the Products or Deliverables. THE REMEDIES SET FORTH IN THIS PARAGRAPH ARE SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH BELOW IN SECTION 9.2.

**8.3 Exclusion of Certain Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE PRODUCTS, ANY THIRD PARTY SOFTWARE, AND THE SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY CSG, ITS AGENTS OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, SATISFACTION, OR FITNESS FOR PARTICULAR PURPOSE) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS AND SERVICES BEING PROVIDED ARE NOT WARRANTED TO BE ERROR-FREE.

## ARTICLE 9 LIMITATION OF REMEDIES AND DAMAGES

**9.1 Protection of Data and Property.** Backup and recovery plans or backup and recovery software is not included with the Products that are located at Customer's site(s). Any Customer documents, data and files located at Customer's site(s) are and shall remain Customer's property; and therefore, Customer is solely responsible for its own backup and recovery plan(s) for its data stored within the Designated Environment or utilized within such Products.

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9.2 No Consequential Damages/Limitation of Liability.

EXCEPT FOR \*\*\*\*\* OR \*\*\*\*\* UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR THEIR RELATED PERSONS, LICENSORS OR VENDORS BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE.

EXCEPT FOR \*\*\*\*\* (\*\*\*\*\*), \*\*\*\*\* (\*\*\*\*\*), \*\*\*\*\* OR \*\*\*\*\* (\*\*\*\*\*), NO EVENT WILL THE AGGREGATE LIABILITY WHICH CSG, CUSTOMER, THEIR LICENSORS OR THEIR VENDORS INCUR DURING THE TERM OF THIS AGREEMENT EXCEED \*\*\*\*\* (\$\*\*\*\*\*). THE PARTIES AGREE AGGREGATE LIABILITY AMOUNTS SHALL NOT BE CUMULATIVE IN NATURE. ANY AND ALL CLAIMS (OR SERIES OF RELATED CLAIMS) ARISING DURING A \*\*\*\*\* SHALL BE SUBJECT TO THE APPLICABLE \*\*\*\*\* DESCRIBED HEREIN.

THE AFOREMENTIONED EXCLUSIONS AND LIMITATIONS OF DAMAGES SHALL BE INDEPENDENT OF, AND SHALL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY OR LIMITED REMEDY STATED HEREIN, AND SHALL APPLY EVEN IF THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 Pay-Per-View Liability .

(a) Notwithstanding anything to the contrary herein, \*\*\*\*\*

(b) Notwithstanding anything to the contrary herein, \*\*\*\*\*

(c) CSG further agrees that, \*\*\*\*\*

(d) \*\*\*\*\*



(b) is rightfully obtained by the receiving Party from a third Party authorized to make such disclosure without restriction or being in breach of any confidentiality duty owed to the disclosing Party or an affiliate of the disclosing Party;

(c) is required to be disclosed in a judicial or administrative proceeding, but only after all reasonable legal remedies for maintaining such information in confidence have been exhausted including, but not limited to, giving the disclosing Party as much advance notice of the possibility of such disclosure as is practical so that the disclosing Party may attempt to stop such disclosure or obtain a protective order concerning such disclosure; or

(d) is independently developed by or for the receiving Party without reference to, access to, or use of the Confidential Information disclosed to it under this Agreement.

**10.5** Subscriber Information. CSG hereby acknowledges that Customer has a responsibility under the law to keep PII private and confidential. CSG also acknowledges that the PII to which it will have access pursuant to this Agreement (if any) constitutes Customer Confidential Information and that CSG in no way possesses or shall gain possession of any ownership or other proprietary rights with respect to such PII. CSG acknowledges and understands that PII is subject to the subscriber privacy protections set forth in Section 631 of the Cable Communications Policy Act of 1984, as amended (47 USC Sec. 551) ("Section 631"), as well as other applicable local, state and federal regulations and laws and applicable information industry standards, provided however to the extent that Customer informs CSG of a local law expanding the foregoing definition of PII, CSG shall only be required to use commercially reasonable efforts to comply with such expanded local requirements. CSG agrees that it shall use all such information in strict compliance with Section 631 and all other applicable laws governing the use, collection, disclosure and storage and disposal of such information. CSG further agrees to restrict disclosure of such PII to those currently existing CSG sub-contractors with a need to know and who are bound by confidentiality restrictions or practices that are materially similar to those herein and shall not further disclose such information to any third Party except at the direction of or with the prior written consent of Customer. As of the Effective Date, CSG shall cause all CSG employees and newly hired sub-contractors to be bound by confidentiality provisions at least as restrictive in all material respects as those contained herein. In addition, CSG shall cause all renewals of any agreements that CSG has in place with its sub-contractors to include confidentiality provisions at least as restrictive in all material respects as those contained herein. CSG shall be liable for any breach of the confidentiality provisions contained in this Article 10, regardless of whether such breach was caused by CSG and its employees or any CSG subcontractor. In addition, should a security audit conducted by Customer pursuant to Schedule N reveal that any CSG subcontractor is out of compliance with the confidentiality provisions contained in this Article 10, then Customer shall have the right to cause CSG to cease using such contractor on any matters in which such subcontractor may come into contact with any Customer Confidential Information. Customer agrees that at all times during the term of this Agreement it will comply with its obligations under all applicable privacy and other applicable laws in relation to its collection, use, and disclosure of Subscriber Information, and where required by law, Customer will either obtain the appropriate consents or provide the necessary disclosures, as applicable, from its subscribers prior to such collection, use and disclosure to CSG.

**10.6** Usage Data. Confidential Information shall include any and all data relating to account activity and customer usage of products and services or other information collected from or about or otherwise regarding Connected Subscribers or a Party's employees whether in individual or aggregate form ("Usage Data"). Such Usage Data is and shall remain the property of the disclosing Party. To the extent that a receiving Party has access to or collects such Usage Data, it does so solely on behalf of the disclosing Party pursuant to the receiving Party's obligations hereunder and shall maintain the confidentiality of such data and shall treat in accordance with applicable law. CSG shall not use Usage Data for any purpose not in compliance with its obligations under this Agreement and shall not disclose such data, whether in aggregate or individual form, to any third party. CSG shall not collect or maintain such Usage Data except to the extent necessary to perform its obligations under this Agreement.

**10.7** Security. All PII and Usage Data that is collected, stored or otherwise maintained by a receiving Party pursuant to this Agreement shall be maintained in a secure environment that meets industry standards. Any PII or Usage Data that is collected or obtained by a receiving Party must be stored and transmitted in encrypted or otherwise secure form. In the event of a breach of security of any system, website, database, equipment or storage medium or facility that results in unauthorized access to PII or Usage Data by any third party (including any employee or subcontractor of CSG that is not authorized to access such information), the receiving Party shall notify the disclosing

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Party promptly, and in no event more than \*\*\*\*\* (\*\*), after taking any immediate measures necessary to prevent further access and make best efforts to resecure its systems as soon as possible.

**10.8 Remote Access.** To the extent that CSG is authorized by Customer to gain remote access to Customer's networks or equipment for purposes of performing its obligations hereunder, CSG shall ensure that (a) such access is restricted to authorized employees; (b) it provides Customer with a list of all such authorized employees at Customer's request; (c) such remote access is used solely for purposes of fulfilling CSG's obligations under this Agreement; (d) such remote access is obtained through a secure connection; (e) CSG uses such remote access capability only to access equipment or software that is directly involved in CSG's performance of its obligations hereunder and does not access any other Customer or third party systems, databases, equipment or software; and (f) comply with the provisions of Schedule N as applicable to this subsection. Upon Customer's request, CSG will provide updates on the results of periodic security audits of its access system and methods and will change authentication elements periodically to maintain the integrity and security of CSG's access as long as such access and change does not cause a disruption to CSG's business.

**10.9 Publicity.** Except for disclosures required by law or outlined herein, each Party will submit to the other all public disclosure(s), advertising and other publicity matters relating to this Agreement in which the other Party's name or mark is mentioned or language from which the connection of said name or mark may be inferred or implied, and will not publish or use such advertising or publicity matters without the express prior written approval of the other Party, said approval shall not be unreasonably withheld or delayed. Regardless of anything to the contrary herein, CSG may, without the prior written consent of Customer, make reference to the existence of this Agreement and use Customer's name and mark on CSG's customer reference lists, in CSG's newsletters, in CSG's disclosure documents submitted to the SEC and posted on EDGAR, and on the websites of CSG or its parent company. The Parties agree that CSG shall provide Customer the redacted version of this Agreement and related documents (which shall not include letters seeking confidential request or a filing on form K or a filing on form Q, as applicable) to be filed with the Securities Exchange Commission and filed on EDGAR and allow Customer no less than \*\*\*\*\* (\*\*), review prior to CSG's filing.

**10.10 Destruction/Return of Information.** Upon the expiration or termination of this Agreement and payment of Undisputed Fees or charges, or during the Term of the Agreement, upon the disclosing Party's request, the receiving Party shall return all Confidential Information to the disclosing Party or at the disclosing Party's option, destroy or return all Confidential Information upon such timetable as may be mutually negotiated in good faith by the Parties, but in any case no more than \*\*\*\*\* (\*\*), of the date of implementation of such return or destruction activities. Upon completion of such activities, the receiving Party shall provide, a written certification signed by an officer of the receiving Party, certifying that all Confidential Information in all formats, including without limitation, paper, electronic and disk form, and all backup copies thereof, have been returned or destroyed, as the case may be. The requirements of this Section 10.10 shall not be applicable to the extent necessary to be retained by a Party in the performance of its obligations expressly provided for herein, provided, that such information shall be returned or destroyed in compliance with this section upon completion of any such additional performance.

**10.11 Indemnity Injunctive Relief.** Each Party will indemnify, defend and hold harmless the other Party and its respective Affiliates, and respective directors, officers, employees and representatives from and against all claims, damages, losses, liabilities, costs, expenses and reasonable attorneys' fees arising out of such Party's breach of any portion of this Section 10. Each Party understands and agrees that the other Party will suffer irreparable harm in the event that the receiving Party of Confidential Information breaches any of its obligations under this Section 10 and that monetary damages will be inadequate to compensate the non-breaching Party. In the event of a breach or threatened breach of any of the provisions of this Section 10, the non-breaching Party, in addition to and not in limitation of any other rights, remedies or damages available to it at law or in equity, shall be entitled to seek a temporary restraining order, preliminary injunction and/or permanent injunction in order to prevent or to restrain any such breach by the other Party.

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**11.5 Arbitration.**

Any controversy or claim arising out of this Agreement, or the existence, validity, breach or termination thereof, whether during or after its termination or expiration, will be finally settled by arbitration in accordance with the Commercial Arbitration Rules of American Arbitration Association (“AAA”), as modified or supplemented under this Section 11.5.

(a) To initiate arbitration, either Party may give the appropriate notice at the Regional Office in \*\*\* \*\*

Any communications between a Party and any appointed panel will be directed to the AAA for transmittal to the panel. The panel shall have the authority to order production of documents and deposition of Party witnesses as may be reasonably requested by either Party or the panel itself. The Parties expressly agree that the arbitrator or panel will be empowered to, as to either Party’s request, grant injunctive relief. \*\*\* \*\*

(b) The arbitral award will be the exclusive remedy of the Parties for all claims, counterclaims, issues or accountings presented to the panel. The award will (i) be granted and paid in U.S. dollars exclusive of any tax, deductions or offset, and (ii) include interest from the date the award is rendered until it is fully paid, computed at the maximum amount allowed by applicable law. Judgment upon the arbitral award may be entered in any court that has jurisdiction thereof. \*\*\* \*\*

**11.6 Discovery Support.**

(a) CSG acknowledges and agrees that from time to time in the course of its business Customer may have a legal obligation to preserve, collect and produce certain data that CSG maintains pursuant to this Agreement and/or to preserve, collect, and produce such data in response to requests, inquiries or demands that may be made to Customer or CSG from time to time by government agencies, courts or opposing parties with which Customer is engaged in litigation (each a “Discovery Event”). CSG agrees to reasonably cooperate with Customer and at Customer’s request or as required by the applicable rules or civil procedure or court order, to the fullest extent required by law, and with respect to any further or other request made by Customer or a third party litigant to which Customer is a party, in complying with and responding to such Discovery Event(s) with respect to data or other information relating to Customer’s business that has come or will come into the possession and/or custody of CSG (“Discovery Support”).

(b) No later than \*\*\*\*\* (\*\*\*) \*\*\*\*\* following CSG’s receipt of notice of a Discovery Event, which contains sufficient detail and information for CSG to act upon, from Customer or a third party, CSG shall provide Customer, with a good faith proposal (each a “Discovery Estimate”) consisting of (a) the scope and nature of the applicable Discovery Support; (b) the estimated time that must be expended by CSG personnel in providing the applicable Discovery Support; (c) any necessary investment in hardware or software by CSG or third party vendor resources in connection with the proposed Discovery Support; and (d) if applicable, any proposed budget for the work in question. Upon receipt of the Discovery Estimate, Customer shall negotiate in good faith with CSG to document via a Statement of Work the scope and terms of Discovery Support, including applicable timelines and service levels. No SOW shall be effective and CSG shall not be required to provide any services hereunder, until and unless signed by a member of Customer’s legal department.

(c) During the Term, and during any period during which De-Conversion Services are being provided, CSG shall provide Customer, \*\*\*\*\* (\*\*\*) \*\*\*\*\* of such Discovery Support per \*\*\*\*\* \*\*, and CSG shall \*\*\*\*\* \*\*, unless they extend beyond the initial Discovery Estimate. Should the applicable Discovery Estimate and resulting SOW require more than \*\*\*\*\* (\*\*\*) \*\*\*\*\* of Discovery Support, the agreed-upon hourly rate for such additional support shall not exceed the fees provided in Schedule F, or the then-current rate for Professional Services.













**12.8 Source Code Escrow .** Customer is a beneficiary to CSG's Master Preferred Source Code Escrow Agreement attached hereto as Schedule I ("Source Code Agreement") with the third party escrow agent Data Securities International, Inc. ("DSI"). CSG shall, at CSG's sole cost and expense, place and maintain the Products and the software used by CSG and identified in Exhibit A, in source code form, together with all appropriate supporting materials (collectively, the "Deposit Materials"), in trust with DSI and, except as expressly provided in the following sentence, shall provide Updates to the Deposit Materials within fifteen (15) days of the first and sixth months of each calendar year at CSG's sole cost and expense. Notwithstanding the above, CSG agrees to deposit Updates to the code necessary to provide the ACP Services on a monthly basis at CSG's sole cost and expense. In the event that CSG (i) files for protection under Chapter 7 of the bankruptcy laws of the United States of America or takes other steps to liquidate its assets for the purposes of discontinuing its business or (ii) ceases to provide maintenance and support for any of the software listed in Exhibit A of the Source Code Agreement, (each of the foregoing, a "Release Condition"); then, Customer may request a release of the applicable Deposit Materials related to the Product(s) and/or Service(s) sufficient to allow Customer to maintain services for Customer's cable systems that utilized the applicable, software or services.

**12.9 Construction and Interpretation.** Each Party hereto acknowledges that it was represented by counsel in connection with this Agreement and the transactions contemplated herein, that it and its counsel reviewed and participated in the preparation and negotiation of this Agreement and the documents and instruments to be delivered hereunder, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or the documents and instruments to be delivered hereunder. This Agreement constitutes the entire agreement between the Parties and supersedes any and all written or oral prior agreements and understandings regarding the matters herein, including, and not limited to, the Prior Agreements. Each Party has not relied on and will not rely on, and each Party is not liable for or bound by, any express or implied warranties, guaranties, statements, representations or information pertaining to the matters herein, excluding those warranties which are set forth elsewhere in this Agreement. This Agreement may not be modified except in a writing signed by the Parties. Any attempted oral modification of this Agreement shall be void.

**12.10 Notices.** Any notice or approval required or permitted under this Agreement will be in writing and will be sent by facsimile, courier or mail, postage prepaid, to the address specified below or to any other address that may be designated by prior written notice. Any notice or approval delivered by facsimile (with electronic confirmation) will be deemed to have been received the day it is sent. Any notice or approval sent by courier will be deemed received one day after its date of posting. Any notice or approval sent by mail will be deemed to have been received on the 5th business day after its date of posting.

If to Customer: If to CSG:

Comcast Cable Communications CSG Systems, Inc.  
Management, LLC 955 Maroon Circle  
One Comcast Center Englewood, CO 80112  
Philadelphia, PA 19103-2838

Tel: (\*\*\*)\*\*\*\*\*\* Fax: (\*\*\*)\*\*\*\*\* Tel: (\*\*\*)\*\*\*\*\* Fax: (\*\*\*)\*\*\*\*\*

Attn: Chief Information Officer Attn: President with a copy to General Counsel

e-mail: \*\*\*\_\*\*\*\*\*@\*\*\*\*\*

With a copy similarly addressed to :

Executive Vice President, Procurement  
Comcast Cable Communications Management, LLC

And with a copy similarly addressed to:

General Counsel  
Comcast Cable Communications Management LLC

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**12.11 Binding Authority** . No amendments, modifications, or other changes and additions to this Agreement, including, and not limited to, SOWs, LOAs will be effective, binding and enforceable against Customer, unless such are approved in advance, in writing or other manner mutually designated by the Parties, by Customer's Contract Administrator. The Contract Administrator shall initially be \*\*\*\* \*, or as otherwise designated by Customer to CSG in accordance with Schedule P.

**12.12 [Intentionally Left Blank]**

**12.13 Miscellaneous.** Any waiver or modification of this Agreement will not be effective unless executed in writing and signed by the Party to be charged. Any attempted oral modification of this Agreement shall be void and of no effect. This Agreement will be governed by and interpreted in accordance with the laws of New York, U.S.A., to the exclusion of its conflict of laws provisions. The Parties agree that the United Nations Convention on Contracts for the International Sales of Goods is specifically excluded from application to this Agreement. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement.

**12.14 Counterparts and Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement. A document signed scanned and transmitted electronically and verifiably is to be treated as an original and shall have the same binding effect as an original signature on an original document.

**12.15 Schedules and Attachments.** The following Schedules and Exhibits are attached and incorporated herein, and each reference herein to the "Agreement" shall be construed to include the following:

**12.16 Compliance with Law; No Assumption of Obligations.** Each Party, and all Products, Services and Deliverables, shall comply with, and each Party agrees that this Agreement and all Schedules and Exhibits hereto are subject to, all applicable federal, state, and local laws, rules and regulations, and all amendments thereto, now enacted or hereafter promulgated in force during the term of this Agreement. Nothing in this Agreement shall be construed as an assumption by either Party of any of the other Party's obligations, responsibilities or liabilities under applicable law, regulations and rules, and neither Party shall be obligated to validate or perform any investigation into the other Party's compliance with laws. Each Party will indemnify, defend and hold harmless the other Party, its Affiliates, successors and assigns from any and all third-party claims, demands, liabilities, costs or expenses, including reasonable attorneys' fees ("Liabilities") resulting from a violation by the indemnifying Party of this Section 12.16 of this Agreement. The foregoing shall be subject to and limited by the terms of Section 9.2 Consequential Damages/Limitation of Liability.

**12.17 Background Checks.** CSG shall cause a Background Check (as defined below) to be completed on all CSG personnel (including, for avoidance of doubt, any personnel of subcontractors used by CSG) assigned by CSG to provide Services hereunder prior to the date such Services commence, and shall not assign CSG personnel to provide Services hereunder if the results of any Background Check, or CSG's actual knowledge, indicate that such CSG personnel may pose a threat to Customer's property, employees, subscribers, subscribers' property or Confidential Information or such CSG personnel would be otherwise unsuitable for assignment. For purposes of this Section 12.17, a "Background Check" means a background investigation performed by an agency in good standing with the National Association of Professional Background Screeners, and shall include, but not be limited to, (i) a check of felony and misdemeanor criminal convictions (federal, state and county) for at least the immediately preceding seven (7) year period, (ii) searches of the U.S. Government Specially Designated National (OFAC) and export denial lists and relevant national and state sex offender registries and (iii) verification of the individual's citizenship and legal right to work in the jurisdiction in which the CSG personnel would be performing the Services. To the extent by local law, for any period of time encompassed in the foregoing background check requirement when an individual was a resident outside of the United States, such background checking shall be conducted by a reputable investigative agency that conducts background checking in the relevant country(ies), utilizing database checking, field checking and interviews as needed. CSG shall comply with all applicable laws in conducting the Background Check specified in this Section 12.17, including, but not limited to, securing from each individual who provides Services for Customer written consent to perform the background checking specified in this Section 12.17. The Parties understand and agree that the nature of the information that CSG personnel may access, as well as the requirements of applicable law, may change from time-

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to-time, and in such cases, upon the request of Customer the Parties will work together in good faith to modify this Section 12.17 to address any such changes.

**12.18 Equal Employment Opportunity.** If applicable by the terms of the following regulatory provisions, the referenced provisions are incorporated herein by this reference: 41 CFR 60-1.4, 41 CFR 60-250.5(a), 41 CFR 60-300.5(a), 41 CFR 60-741.5(a), and 29 CFR part 471, Appendix A to Subpart A. The coverage determinations for these provisions are complex and fact-specific. Accordingly, Customer takes no position on whether the above regulatory provisions apply to this specific contract. It is CSG's position that these provisions are not applicable to this contract.

**Schedule A – Definitions**

**Schedule B and associated Exhibits – Product License, Maintenance and Support**

**Schedule C and associated Exhibits – Recurring Services**

**Schedule D – Designated Environment(s)**

**Schedule E and associated Exhibits– Technical Services**

**Schedule F – Fees**

**Schedule G – Interim Letter Agreement**

**Schedule H – Support Services for the Products**

**Schedule I and associated Exhibits– Master Preferred Escrow Agreement**

**Schedule J – Outstanding Statements of Work**

**Schedule K – Guidelines for Passer and Transfer Program Requests**

**Schedule L – Performance Standards and Remedies**

**Schedule M – Sample Entity Addendum**

**Schedule N and associated Exhibits– Partner Connection Requirements**

**Schedule O – Intentionally Left Blank**

**Schedule P – Customer Authorization Schedule**

**Schedule Q – Scenarios Illustrating Monthly Subscriber Commitments and Related Items**

**Schedule R- Governance and Steering Committee Members**

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

COMCAST CABLE COMMUNICATIONS  
MANAGEMENT, LLC  
("Customer")  
By: /s/ Peter Kiriacoulacos  
Name: Peter Kiriacoulacos  
Title: Executive Vice President & Chief Procurement  
Officer  
Date: 3-25-13

CSG Systems, Inc.  
("CSG")  
By: /s/ Randy Wiese  
Name: Randy Wiese  
Title: EVP & CFO  
Date: 3/26/2013

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**Schedule A**

**DEFINITIONS**

- “**ACH Funds**” shall have the meaning as set forth in Exhibit C-3(e).
- “**ACP Services**” shall have the meaning as set forth in Exhibit C-1.
- “**ACP System**” shall mean CSG’s ACP billing and management information system and related software.
- “**ACP Wireless Module**” shall have the meaning as set forth in Exhibit C-9.
- “**Acquiring Entity**” shall have the meaning as set forth in Schedule G.
- “**Additional Products**” shall have the meaning as set forth in Schedule B.
- “**Additional Services**” shall have the meaning as set forth in Exhibit C-3(a).
- “**Additional Terms**” shall have the meaning set forth in Section 1.2.
- “**Advanced ESP**” shall have the meaning as set forth in Exhibit C-2.
- “**Advanced ESP Statement**” shall have the meaning as set forth in Exhibit C-2.
- “**Affiliate(s)**” shall have the meaning set forth in Section 1.6.
- “**Agreement**” shall have the meaning as set forth in the Preamble.
- “**Application**” shall have the meaning set forth in Exhibit E-10.
- “**Basic Services**” shall have the meaning as set forth in Exhibit C-3(a).
- “**Braille/Large Print Statement Functionality**” and “**Braille/Large Print**” shall have the meanings as set forth in Exhibit C-6.
- “**Business Requirements Specification Document**” or “**BRD**” shall have the meaning set forth in Schedule E.
- “**Bundle Release**” shall mean any major Update of the ACP code released to CSG’s customers including any other Product or Service Update incorporated into such release.
- “**Care Express Services**” shall have the meaning as set forth in Exhibit C-4.
- “**Change Order**” shall have the meaning as set forth in Section 3 of Schedule E.
- “**CheckFree API**” shall have the meaning as set forth in Exhibit C-10.
- “**Comcast**” shall have the meaning as set forth in the Preamble.
- “**Comcast Strategic Business Unit**” or “**SBU**” shall have the meaning set forth in Schedule H.
- “**Concurrent Users**” shall have the meaning set forth in Schedule B-2.
- “**Confidential Information**” shall have the meaning as set forth in Section 10.1.
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“**Connected Subscriber**” shall mean an active subscriber as identified in the subscriber master file and ledger activity report on the last processing day of a processing month. \*\*\*\*\*

“**CSG**” shall have the meaning as set forth in the Preamble.

“**CSG’s Intellectual Property**” shall mean the trademarks, service marks, other indicia of origin, copyrighted material and art owned or licensed by CSG and maintained in CSG’s public library that may be used in connection with (i) designing, producing and mailing Advanced ESP Statements or Enhanced Past Due Notices, or (ii) designing, producing and operating Care Express.

“**Custom Development**” shall mean any Deliverable provided in the form of Software that is independently developed from the Product.

“**Customer**” shall have the meaning as set forth in the Preamble.

“**Customer Data**” shall mean any and all documents, data, files or other information provided to CSG by Customer, its subscribers, or other third parties on behalf of Customer, or its subscribers, including and not limited to compilations, summaries or the derivative information processed, created or maintained by CSG relating thereto. \*\*\*\*\*

“**Customer’s Intellectual Property**” shall mean the trademarks, service marks, other indicia of origin, copyrighted material and art owned or licensed by Customer that CSG may use in connection with designing, producing and mailing Advanced ESP Statements, Enhanced Past Due Notices or otherwise performing CSG’s obligations pursuant to this Agreement.

“**Customer Property**” shall have the meaning as set forth in Section 2.1(b).

“**Customer Re-Investment**” shall have the meaning as set forth in Section 3.4.

“**Customer Value Optional Table in CSG Vantage ®**” shall have the meaning set forth in Exhibit C-14.

“**Data**” shall have the meaning set forth in Exhibit C-3(e).

“**De-conversion Services**” shall have the meaning set forth in Section 6.2.

“**Deliverable**” shall mean any Work Product which is, has or must be delivered to Customer pursuant to a mutually executed Statement of Work.

“**Design Statement of Work**” or “**D-SOW**” shall have the meaning set forth in Exhibit E-6.

“**Designated Environment**” shall have the meaning set forth in Section 7 of Schedule B.



“**Development Hours**” shall have the meaning as set forth in Section 3.4.

“**Disbursements**” shall have the meaning as set forth in Exhibit C-2.

“**Discontinuance Fee**” shall have the meaning as set forth in Section 12.3.

“**Disposing Entity**” shall have the meaning set forth in Schedule G.

“**Disputed**” shall mean disputed by Customer in good faith by providing written notice to CSG no later than \*\*\*\*\* (\*\*\*) \*\*\*\*\* after receipt of a CSG submitted invoice. The Parties agree to resolve any Disputed invoices by escalating the matter to the respective Vice Presidents of each company responsible for the account. If satisfactory resolution is not reached the two Vice Presidents will agree upon a path to resolution within \*\*\* (\*\*\*) \*\*\*\*\* or the matter shall then be escalated to the appropriate Senior Vice President prior to exercising any other rights provided in the Agreement. To the extent an invoice or fee is not Disputed in accordance with this definition, such invoice or fee shall be considered “ **Undisputed**.”

“**Documentation**” shall mean the published user manuals and documentation that CSG may make generally available for a Product.

“**EBP Subscribers**” shall have the meaning as set forth in Exhibit C-3(a).

“**Effective Date**” shall have the meaning as set forth in the Preamble.

“**Embedded Third Party Software**” shall mean software which forms an integral part or is otherwise fundamental to the core functionality of the CSG Product(s).

“**Enhanced Account Ledger**” or “**EAL**” shall have the meanings set forth in Exhibit C-7.

“**Enhanced Past Due Notices**” shall have the meaning as set forth in Exhibit C-2.

“**Enterprise License**” shall have the meaning as set forth in Schedule B.

“**Enterprise Products**” shall have the meaning as set forth in Schedule B.

“**Home Security Module**” shall have the meaning as set forth in Exhibit C-11.

“**Initial Project Analysis or “IPA**” shall have the meaning set forth in Exhibit E.

“**Term**” shall have the meaning as set forth in Section 1.2.

“**Intelligent Business Reporting**” shall have the meaning as set forth in Exhibit C-13.

“**Interface**” shall have the meaning set forth in Schedule E.

“**Interim Agreement**” shall have the meaning as set forth in Exhibit C-1.

“**Katz Technology**” shall have the meaning as set forth in Schedule B.

“**Letter of Authorization**” or “**LOA**” shall have the meaning set forth in Schedule E.

“**Macros**” shall mean computer generated on-line transactions which allow Customer to select numerous transactions with a single command.

“**Materials**” shall have the meaning as set forth in Section 5.4.

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“**One-Time Credit Card Processing Services**” shall have the meaning as set forth in Exhibit C-3(c).

“**Party**” and/or “**Parties**” shall have the meaning as set forth in the Preamble.

“**Precision e-Mail™**” shall have the meaning as set forth in Exhibit C-12.

“**Print and Mail Services**” shall have the meaning as set forth in Exhibit C-2.

“**Print Exclusivity Remedy**” shall have the meaning as set forth in Section 1.5.

“**Prior Agreements**” shall mean a (a) certain Restated and Amended CSG Master Subscriber Management System Agreement entered into by and between CSG Systems, Inc. and AT&T Broadband Management Corporation the 10th day of August 1997 as amended, and (b) a certain Subscriber Billing Services Agreement entered into by and between First Data Resources, Inc. and Comcast Cable Communications, Inc. on 1st day of January, 1992 as amended, (c) a certain Auto-Check Refund Processing Agreement that was executed by and between CSG and AT&T Broadband Management Corporation on December 27, 1996, (d) a certain CSG Master Subscriber Management Agreement entered into by and between CSG Systems, Inc. and Comcast Cable Communications Management, LLC on March 17, 2004 and (e) a certain Restated and Amended CSG Master Subscriber Management System Agreement entered into by and between CSG Systems, Inc. and Comcast Cable Communications Management, LLC on July 1, 2008 .

“**Product(s)**” shall mean the software products set forth in Schedule B, including (i) the machine-readable object code version of the software related to the products identified in Schedule B, whether embedded on disc, tape or other media; (ii) the Documentation; (iii) any applicable Updates, (iv) any Embedded Third Party Software and (v) any copies of the foregoing.

“**Recurring Credit Card Processing Services**” shall have the meaning as set forth in Exhibit C-3(d).

“**Recurring Services**” shall have the meaning as set forth in the Recitals.

“**Refund Check**” shall have the meaning set forth in Exhibit C-3(e).

“**Refund Services**” shall have the meaning set forth in Exhibit C-3(e).

“**Reimbursable Expenses**” shall have the meaning as set forth in Section 5.1.

“**Re-Investment Hours**” shall have the meaning as set forth in Section 3.4.

“**Required Equipment**” shall have the meaning as set forth in Section 5.6.

“**Reserve Investment**” shall have the meaning as set forth in Section 3.4.

“**Residential Voice Services**” shall have the meaning set forth in Exhibit C-5.

“**Risk Management Services**” shall have the meaning set forth in Exhibit C-3(b).

“**Screen Scraping**” shall mean selecting multiple fields from CSG’s online screens and populating an application or database on Customer’s end.

“**Service Request Form**” shall have the meaning set forth in Exhibit E.

“**Services**” shall mean the Recurring Services and Technical Services, along with any other CSG services provided by CSG to Customer under the Agreement.

“**Software**” shall mean software code and computer programs provided by CSG to Customer, including without limitation any Products, Updates or Deliverables. Unless specifically stated to the contrary, Customer shall only be entitled to receive Software in machine-readable object code.

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“**Source Code Agreement**” shall have the meaning as set forth in Section 12.8.

“**Statement of Work**” shall have the meaning as set forth in Schedule E.

“**Subscriber Information**” shall have the meaning set forth in Section 10.5.

“**Subscriber Statements**” shall have the meaning as set forth in Exhibit C-2.

“**Successor-In-Interest**” shall mean any party now or hereafter controlled or under common control with a Party.

“**Supplies**” shall have the meaning as set forth in Exhibit C-2.

“**Support Services**” shall have the meaning as set forth in Section 4 of Schedule B.

“**System Sites**” shall have the meaning as set forth in Section 5.6.

“**SYS PRIN**” shall have the meaning set forth in Section 6.2.

“**Technical Services**” shall have the meaning as set forth in Section 3.2.

“**Third Party Software**” shall have the meaning set forth in Schedule B.

“**Total Service Code Statistics Optional Table in CSG Vantage®**” shall have the meaning as set forth in Exhibit C-16.

“**Transfer Amount**” shall have the meaning set forth in Exhibit C-3(e).

“**Transferred Subscribers**” shall have the meaning as set forth in Exhibit C-1.

“**UDF Cards 1-143 Vantage Optional Table**” shall have the meaning as set forth in Exhibit C-15.

“**Unclaimed Funds**” shall have the meaning set forth in Exhibit C-3(e).

“**Updates**” shall mean the fixes, updates, upgrades or new versions or any other major and minor enhancements of the Products, Services or Documentation that CSG may make generally available to its customers as part of its standard support services (the “Updates”).

“**Vendor**” shall have the meaning set forth in Exhibit C-3(b).

“**Wired Funds**” shall have the meaning set forth in Exhibit C-3(e).

“**Work Product**” shall have the meaning as set forth in Section 3.9.

“**Workstation**” shall mean a computer on which the Product is installed.

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**PRODUCT LICENSES, MAINTENANCE AND SUPPORT****1. Overview**

Products licensed by CSG to Customer pursuant to this Agreement are for the purpose of facilitating and supplementing the Recurring Services provided by CSG to Customer under this Agreement. Usage of the Products licensed herein shall be at the sole discretion of the Customer, provided that such usage is in conjunction with the Recurring Services provided by CSG. Except as expressly set forth in Section 12.8, Customer and CSG agree that CSG will not provide any access to the source code for any licensed Software provided pursuant to this Agreement or any Prior Agreement.

**2. Licenses.**

**2.1 Enterprise Products License .** Upon delivery of the applicable medium (or media) containing the Products identified on Exhibit B-1 ("Enterprise Products"), or in cases where Customer obtains access to the Enterprise Products via a server, upon (i) installation of the server at Customer's site; or (ii) access is provided to the server located in CSG's facilities, CSG grants Customer a non-exclusive, nontransferable license to (a) access the Enterprise Products located on the servers in CSG facilities, in object form only and only for the Customer's own internal purposes and business operations with the Recurring Services, and (b) reproduce, distribute and use an unlimited number of copies of the Enterprise Products, in object code form only and only for Customer's own internal purposes and business operations with the Recurring Services ("Enterprise License"). CSG acknowledges that Customer received and obtained access to certain Enterprise Products under the Prior Agreements. With respect to such Enterprise Products CSG hereby grants Customer the license set forth in this Section 2.1. Except as expressly set forth in Section 8 below, Customer may use the Enterprise Products only on Workstations on the Customer's premises or otherwise under the control of Customer, which shall include an Affiliate or a subcontractor which Customer has an agreement for the provision of services. All Enterprise Products shall have no usage restrictions governing the number of Customer's end users accessing and using the software at any time during the term of this Agreement.

**2.2 Additional Products License .** Upon delivery of the applicable medium (or media) containing the Products identified on Exhibit B-2 ("Additional Products"), or in cases where Customer obtains access to the Additional Products via a server, upon (i) installation of the server at Customer's site; or (ii) access is provided to the server located in CSG's facilities, CSG grants Customer a non-exclusive, nontransferable license to (i) access the Additional Products located on the servers in CSG's facilities, in object code form only and only for Customer's own internal purposes and business operations with the Recurring Services, and (ii) reproduce and use the Additional Products set forth on Exhibit B-2, in object code form only and only for Customer's own internal purposes and business operations with the Recurring Services. Unless otherwise agreed to in writing by the Parties, the Additional Products will have a designated restriction on the number of Customer's end users who may access and use the software at any given moment of time ("Concurrent Users"). In the event that Customer exceeds the maximum number of Concurrent Users designated for any Additional Product, CSG will notify Customer of the excess user situation and Customer will have 30 days to correct the anomaly. CSG agrees that only Customer's end users will be included in the concurrent user counts and that any of Customer's personnel performing testing, administration, training, or other non-recurring functions will not count toward the concurrent user count. CSG acknowledges that Customer received and obtained access to certain Additional Products under the Prior Agreements. With respect to such Additional Products, CSG hereby grants Customer the license set forth in this Section 2.2.

**2.3 Future License Grants .** From time to time during the term of this Agreement, the Parties may execute one or more Amendments to this Agreement modifying the quantity of existing Products licensed by Customer and/or adding new Products to Customers licensed Expanded Product set or Additional Product set. Upon delivery of the applicable medium (or media) containing the Products or, in cases where Customer obtains access to the Products via a server, upon (i) installation of the Software on the server at Customer's site; or (ii) access is provided to the server located in CSG's facilities, CSG shall grant to Customer a license to use such Product pursuant to this Section 2 of this Schedule B. CSG shall deliver such Products to Customer and invoice Customer for the Products granted via such Amendment in accordance with the delivery and payment provisions contained within the Amendment.

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for as long as Customer continues to pay the maintenance fees associated therewith, subject to the requirements of Section 4.2 of this Section 4.

4.2 If Customer is not utilizing the Products in a certified Designated Environment or Customer has added third party applications, Customer shall be responsible for making all necessary modifications to such third party applications to ensure they function properly with the Updates. Custom software modifications are not included in Support Services as Updates, but shall be set forth in a Statement of Work and covered as Technical Services under Section 3.2. The Support Services do not include (i) customization to any Product, or (ii) maintenance and support of any customization or any other third party software. The maintenance and support for third party products is provided by the licensor of those products. Although CSG may assist in this maintenance and support with front-line support, CSG will have no liability with respect thereto and Customer must look solely to the licensor.

4.3 CSG will not be required to (i) develop and release Updates, (ii) customize Updates to satisfy Customer's particular requests, or (iii) obtain updates or enhancements to any third party product. Subject to Section 3.2, Updates to any Software or Service do not include any upgrade or new version of the Software or Services that CSG decides, in its sole discretion, to make generally available as a separately priced item.

4.4 CSG may provide training and education Services to Customer upon request from time to time for the fees set forth in Schedule F or as agreed upon in a Statement of Work.

**5. Third Party Software.** Customer acknowledges that certain commercially available third party software and documentation may be procured by Customer through CSG ("Third Party Software") and that, in cases where such Third Party Software is not Embedded Third Party Software, Customer's rights and obligations with respect thereto are subject to the license terms that might accompany such Third Party Software. The fees, if any, for such Third Party Software that may be procured through CSG are set forth in Schedule F. Customer shall execute reasonable and customary documents that such vendors may require enabling CSG to deliver the Third Party Software that Customer elects to procure through CSG. To the extent Third Party Software is procured through CSG, and provided CSG has the necessary rights, CSG shall pass through all warranties and indemnities provided by any licensor of any such Third Party Software. Customer may be required to procure other third party software in the Designated Environments for the Products licensed by Customer from someone other than CSG and Customer shall be responsible for any and all fees related thereto. CSG makes no warranty and provides no indemnity with respect to such Third Party Software procured through CSG; provided, however, any Embedded Third Party Software shall be subject to all agreements, covenants, indemnities and other undertakings made by CSG relating to the Products. Third Party Software that is not Embedded Third Party Software is listed in Schedule D and shall not be considered "Products" for purposes of this Agreement. Maintenance and support for Third Party Software, if any, are provided by the licensor of those products. Although CSG will assist with front line support, CSG will have no liability with respect thereto and Customer must look solely to the third party licensor. Nothing herein will prevent Customer from purchasing such Third Party Software and technology directly from the third parties.

**6. Third Party Licenses .** CSG may provide Customer with Software, commercially available third party software and Services subject to patent or copyright licenses or sublicense that third parties, \*\*\*\*\* \*\*  
\*\*\*\*\* \*\*\*\*\* Customer acknowledges that  
Customer receives no express or implied license or other rights under the \*\*\*\*\* \*\*  
\*\*\*\*\*, commercially available third party software and Services, as provided by CSG. Any  
modification of or addition to the Software, third party software or Services or combination or use thereof with other  
software, hardware or services not made or provided by CSG is not licensed under this Agreement, expressly or  
impliedly, and may subject Customer and any third party supplier or service provider to an infringement claim.

**7. Designated Environment.** "Designated Environment," means the current combination of other computer programs and hardware equipment that CSG specifies for use with the Products as identified by CSG in Schedule D and as set forth and updated from time to time on CSG's customer extranet website (<https://my.csgsupport.com>). CSG shall communicate any updates made to the customer extranet website for the Designated Environment to Customer. Customer (or any third parties permitted in accordance with Section 11 below) will use commercially reasonable efforts to keep their hardware and software in conformance with the Designated Environment specifications that CSG may provide from time to time in accordance with this Section 7. CSG shall use commercially reasonable efforts to provide Customer at least \*\*\*\*\* (\*\*), but in any case provide Customer no less than \*\*\*\*\* \*\*, prior

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Products to, and access, use or receipt of the Services from, the Export Approved Countries ("Filing Requirements"). Except with respect to the Filing Requirements, Customer agrees to comply with all applicable Export Laws in connection with Customer's and/or the Outsourcing Vendors' use of the Products and Services under this Agreement. With respect to Customers' obligation to comply with applicable Export Laws (other than the Filing Requirements), CSG agrees to provide reasonable assistance to Customer by providing all necessary information, documentation, materials and technical data regarding the Products and Services to Customer, promptly upon such a Customer's request, where such Customer reasonably determines that its receipt of such information, documentation, materials and/or technical data regarding the Products and/or Services is necessary in order to enable it to comply with applicable Export Laws. Further, each Customer agrees that it shall not export or re-export Export Approved Products to a foreign country that is not an Export Approved Country without the prior written consent of CSG. Outsource Vendor shall mean third party service providers of Customer located in any foreign country listed on Exhibit B (1) (a). Export Approved Countries and Export Approved Products shall mean those countries and CSG Products identified in Exhibit B (1) (a).

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EXHIBIT B (1) (a)  
EXPORT APPROVED PRODUCTS AND EXPORT APPROVED COUNTRIES

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Foreign Countries	Products
***** ***** * ***** ***** ***** ***** ***** * * ***** ***** * * ***** *****	***** ***** (*****)

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\*These products include the following software or product modules:

1. \*\*\*
  2. \*\*\*\*\*
  3. \*\*\*\*\*
  4. \*\*\*\*\*
  5. \*\*\*\*\*
  6. \*\*\*\*\*
  7. \*\*\*\*\*
  8. \*\*\*\*\*
  9. \*\*\*\*\*
  10. \*\*\*\*
  11. \*\*\* \* \*\*
  12. \*\*\*\*\*
  13. \*\*\*\*\*
  14. \*\*\*\*\*
  15. \*\*\*\*\*
  16. \*\*\*\*\*
  17. \*\*\* \* \*\*
  18. \*\*\*\*\*
  19. \*\*\*\*\*
  20. \*\*\*\*\*
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**Exhibit B-1**

**ENTERPRISE PRODUCTS**

Subject to the terms and conditions of the Agreement, Customer licenses the following Products (as further described below) from CSG as Enterprise Products without any limitations as to the number of users.

**Product Name**

Advanced Customer Service Representative® (ACSR®)  
Advanced Customer Service Representative® (web enabled) (ACSR® (web enabled))  
ACSR® module for High Speed Data  
ACSR AOI  
ACP for Voice (ACPV)  
Application Integration Tool (AIT)  
CSG AESP Message Link (EML)  
CSG Desktop Solution Bundle  
CSG Event Notification Interface (ENI)

CSG Vantage®  
CSG's Vantage® Near-Real Time (VNRT)  
Customer Interaction Tracking® (CIT®)  
CSG Order Work Flow (OWF)  
CSG Receipt Storage  
CSG Statement Express®  
CSG Screen Express®/Message Express®  
CSG Workforce Management®  
CSG Workforce Management (Citrix web-enabled)  
CSG TechNet®  
CSG SmartLink®  
CSG SmartLink®BOS  
CSG Workforce Express ® Global Positioning System (WFX GPS)  
CSG Workforce Express ® Global Positioning System Service via Gateway

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## **Product Descriptions**

**Advanced Customer Service Representative® (ACSR®).** ACSR is a graphical user interface for CSG's ACP service bureau subscriber management system. ACSR significantly reduces training time and eliminates the need for CSRs to memorize transactions and codes. CSRs instead may access reference tools, help screens and subscriber data. ACSR enables accounts to be serviced by the same CSR and permits CSRs to communicate with one another through a self-contained message system. ACSR is designed so that module-based functionality such as CIT can be added as needed.

**ACSR® (web enabled).** ACSR (web-enabled) will permit Customer to utilize the ICA technology to migrate application software from the desktop to a "server-based" environment. The ICA technology enhances the functionality of ACSR and ACSR-related desktop call center applications (including ACSR module of High Speed Data, ACPV, CIT, Screen Express, and Statement Express) by allowing Customer to utilize these applications via the web.

**ACSR® module for HSD.** The ACSR module of HSD allows customers, through the graphical user interface, to access subscriber information on ACP as it relates to customers' offering of high speed data services.

**CSG AESP Message Link (EML)** . EML is a reporting tool, which is a statement messaging tool that offers selectivity from the CSG Vantage database.

**ACP for Voice (ACPV).** ACPV provides customer management, service ordering and fulfillment and usage processing for telephone and high speed data subscribers. Video, telephony and high speed data services may be managed by a single customer management package. Included in ACPV are the Graphic User Interface to support customer management, the Service Delivery System, the Usage Handling System and Application Administration. ACPV also supports development of interfaces and APIs to provide interfaces to external service elements and providers.

**ACSR AOL.** ACSR AOI is an application object interface that allows third party applications to be used with ACSR.

**CSG Vantage®.** Vantage is a database that enables customers to evaluate product and service performance, conduct customer analysis and lifetime values, and transform raw data into real-time reports and graphs.

**Customer Interaction Tracking® (CIT®).** CIT is a module offered with ACSR that provides enhanced methods for tracking the interaction with the customer base. It provides note taking functionality as well as an interaction history feature that allows specific actions to be recorded in a transaction history log. CIT also allows for the scheduling of customer call backs. These call backs can be reviewed by management as well as moved between CSR's.

**CSG Desktop Solution Bundle.** CSG Desktop Solution Bundle is an enhanced desktop solution bundle which consists of the following CSG applications:

**Application Integration Tool (AIT)** – AIT provides the ability to dynamically add application into ACSR through a standard configuration process. In addition it allows applications to be accessed either through the ACSR toolbar, or a menu drop down list.

**CSG Order Workflow (OWF)** – Provides the ability to reduce the number of screens a call center agent navigates to add an order in ACSR. This includes support for upgrades, transfers, and new connects in the form of an order wizard, and configurable edits to ensure the order process can be effectively managed.

**Enhanced Call Routing Messaging (ECR)** – Enhanced Call Routing Messaging provides the capability to create messages that pop based upon the ECR attributes identified within the business rules engine and allows for site configuration to target specific messages based upon those attributes.

**Enhanced Campaigns Configuration Tool** – Enhanced Campaigns Configuration Tool provides system sites the capability to more effectively administer campaigns in the Enhanced Campaigns system.

**CSG Event Notification Interface (ENI)** —The Event Notification Interface enables ACP to send downstream event notifications for real-time updates, nightly cycle updates, and cycle-generated notifications. Event notification includes

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activity-based changes to the attributes associated with the following ACP files: Account, Customer, Customer equipment, Equipment inventory, Item, Job, Location, and Order.

**CSG Statement Express ®** . CSG Statement Express electronically stores, retrieves and prints an Advanced ESP statement exactly as it appears to subscribers, including customized statement messages and advertisements. CSG Statement Express works in either a stand-alone capacity or integrated with ACSR.

**CSG Screen Express®/Message Express®**. Integrated with CSG ACSR and the call center's ACD telephony switch, CSG Screen Express provides incoming call/ACSR screen synchronization at the CSR workstation. In addition, CSG Screen Express provides basic software-based operations of the CSR's physical telephone.

**CSG Workforce Management®**. CSG Workforce Management is a client-server application for routing and dispatching activities that receives and updates work orders from CSG's ACP billing systems and assigns work orders to technicians based on each technician's skills, location and availability.

**CSG Workforce Management® (Citrix web-enabled)**. CSG Workforce Management is a client-server application for routing and dispatching activities that receives and updates work orders from CSG's ACP billing systems and assigns work orders to technicians based on each technician's skills, location and availability. By using CSG Workforce Management in a Citrix web-enabled environment, Customer will be able to utilize ICA technology to migrate application software from the desktop to a server-based environment. The ICA technology enhances the functionality of CSG Workforce Management by allowing Customer to utilize the application via a web browser.

**CSG TechNet®**. CSG TechNet integrates with CSG Workforce Management to allow field technicians to receive and manage work orders on a wireless device without dispatcher assistance.

**CSG Receipt Storage**. CSG Receipt Storage provides a means for CSG TechNet ® customers to store and manage the data contained in the receipt generated from CSG TechNet when a subscribers signs on the handheld computer, including an image of the actual signature. Receipt data is retained for a minimum of 1 year and a maximum of 10 years. Additionally to retrieve receipt information CSG provides a browser based search tool that allows users to retrieve receipts from long term storage and download the receipt in .pdf format for printing, email, etc.

**CSG SmartLink®**. CSG SmartLink is an upstream activities based XML interface that provides a mechanism for Customer to use the open standards of the eXtensible Markup Language (XML) to communicate with core CSG systems (e.g., ACP). The XML technology allows Customer to build applications using these open standards.

Message based XML is used for communicating upstream to core CSG systems. The data communications method for the CSG SmartLink interface is TCP/IP. Customer can use either CSG's External Integration Protocol (EIP) or HTTP to organize, request and reply records on the TCP/IP data stream. CSG provides Customer with the CSG SmartLink Interface Specification and the XML document type definitions (DTDs) for each defined XML exchange. XML requests sent by Customer must use the DTDs as supplied by CSG and validate successfully against those DTDs.

**CSG SmartLink® BOS**. CSG SmartLink BOS is an upstream XML interface that enables Customer to integrate its applications to the CSG Customer Care and Billing (CC&B) system. The interface utilizes business logic technology to route transactions, make business decisions based on input and response data, and helps to expedite requests and responses. Message based XML is used for communicating upstream from Customer's application to the CSG CC&B. The data communications method for the CSG SmartLink BOS interface is TCP/IP. Customer can use either CSG's External Integration Protocol (EIP) or HTTP to organize request and reply records on the TCP/IP data stream. CSG provides Customer with the CSG SmartLink BOS Interface Developers Guide and the XML schemas for the business functions supported by the interface. XML requests sent by Customer must use the schemas as supplied by CSG and validate successfully against those schemas.

**CSG's Vantage® Near-Real Time VNRT** . CSG's Vantage® Near-Real Time reporting application will provide updates from the order, job, item, subscriber, scheduling calendar, voice, outage detection, and equipment systems. CSG will build out the Near-Real Time tables for Customer's access. Additional Near-Real Time data feeds from ACP will also be made available through future software releases including, but not limited to house updates.

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**CSG Workforce Express® Global Positioning System (WFX GPS).** CSG WFX GPS provides the location of a technician in relationship to jobs in real-time on a routing and dispatch map for those customers who have purchased Workforce Management ® . Also included is real-time report of stops and details of each collected global positioning point. The solution is easy to set-up, deploy and requires no additional training of your workforce to utilize. CSG WFX GPS is supported on designated hand held devices as well as vehicle mounted black boxes.

**CSG Workforce Express® (“WFX”) Global Positioning System (GPS) Service via Gateway :** The CSG WFX GPS Service via Gateway populates and displays vehicle location and status data on the CSG Workforce Management® application’s Routing and Dispatch system. Customer will select and retain one or more CSG-certified third party GPS vendors (“GPS Vendor”) to provide GPS data over an interface established and maintained by the GPS Vendor (“GPS Interface”) to CSG’s WFX; all fees and expenses charged by such GPS Vendor to Customer shall be payable by Customer and CSG shall have no liability or obligation. The GPS data is transmitted by such GPS Vendor over the GPS Interface at an update interval determined between Customer and the GPS Vendor, but generally between one (1) and five (5) minutes. GPS data transmitted by the GPS Vendor over the GPS Interface integrates with WFX mapping functionality to provide real-time location information of Customer’s service vehicles relative to scheduled jobs. Customer hereby acknowledges that:

- (a) The GPS Vendor is restricted to sending only GPS data certified for use within the specifications of the GPS Interface. Use of additional GPS data, vehicle-related data or other data shall require further discussion and analysis among CSG, Customer and the GPS Vendor and shall be set forth in schedules, exhibits or addenda to this Agreement as may be made by the Parties from time to time;
  - (b) CSG’s certification of the GPS Vendor’s GPS data integration into WFX does not warrant the operational reliability and/or data integrity of the GPS Vendor’s GPS system;
  - (c) The GPS Vendor is responsible for obtaining and maintaining its certification status with CSG and CSG shall not be liable to Customer for any delay, interruption or failure by the GPS Vendor to perform under any agreements between Customer and the GPS Vendor as a result of the GPS Vendor’s failure to obtain or maintain its certification status with CSG and CSG agrees to provide no less than forty-five (45) days prior notice of decertification of a Customer selected GPS Vendor; and
  - (d) CSG shall not be liable to Customer for any delay, interruption or failure by the GPS Vendor to perform under any agreements between Customer and the GPS Vendor as a result of the termination or expiration of any contract between CSG and the GPS Vendor with respect to the Interface and CSG agrees to provide no less than forty-five (45) days prior notice of termination or expiration of a certification agreement with a Customer selected GPS Vendor.
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**Schedule C**

**RECURRING SERVICES**

Subject to the terms and conditions of the Agreement, including but not limited to the applicable Exhibit, if any (as identified below), upon the request of Customer, which it may make at its sole election, CSG shall perform the following Services (as further described below) for Customer in accordance with Customer's request:

The Advanced Convergent Platform for video and high speed data (ACP®).....	Exhibit C-1
Print and Mail Services/Advanced Enhanced Statement Presentation® (AESP®).....	Exhibit C-2
Electronic Payment Services (Paybill Advantage®).....	Exhibits C-3(a)
Risk Management Services (Equifax).....	Exhibit C-3(b)
Credit Card Authorization (1 Time).....	Exhibit C-3(c)
Credit Card Authorization (Recurring).....	Exhibit C-3(d)
Account Updater Processing.....	Exhibit C-3(e)
Care Express Services.....	Exhibit C-4
Residential Voice Services.....	Exhibit C-5
Braille/Large Print Statement Functionality.....	Exhibit C-6
Enhanced Account Ledger.....	Exhibit C-7
CSG ACP Commercial Upgrade.....	Exhibit C-8
CSG's ACP Wireless Module.....	Exhibit C-9
CheckFree API.....	Exhibit C-10
Home Security Module.....	Exhibit C-11
Precision e-Mail™.....	Exhibit C-12
Intelligent Business Reporting.....	Exhibit C-13
Customer Value Optional Table in CSG Vantage®.....	Exhibit C-14
CSG's UDF Cards 1-143 Vantage Optional Table.....	Exhibit C-15
Total Service Code Statistics Optional Table in CSG Vantage®.....	Exhibit C-16
CSG's Event Management.....	Exhibit C-17
Product Configurator—Billing Configuration Edition.....	Exhibit C-18
Product Configurator—Enhanced Sales Edition.....	Exhibit C-19
Direct Sales Express – Full Service Version.....	Exhibits C-20
AIU Optional Table in CSG Vantage®.....	Exhibit C-21
Pending UDF Cards and 9xx Service Changes Optional Tables in CSG Vantage®.....	Exhibit C-22
OJC Optional Table in CSG Vantage®.....	Exhibit C-23
Financial Forecaster in CSG Vantage®.....	Exhibit C-24
Order, Job and Item Updates Optional Tables in CSG Vantage®.....	Exhibit C-25
Mass Change Platform (MCP).....	Exhibit C-26
Configurable Line of Business Functionality (C-LOB Functionality).....	Exhibit C-27

Account Hierarchies which provides customers with a basic hierarchical infrastructure where accounts can be linked together in a hierarchical manner to support multiple lines of business as well as Business-to-Business accounts. Multiple groups will be created that connect subservient accounts across an entire business organization.

Operational and Systems Management Services as required for Customer's use and fully functional operation of the following Enterprise Licensed Products, including system administration, database administration, network administration and engineering to ensure a stable, scalable, highly performing hardware and software platform/environment:

- Advanced Convergent Platform for Voice (ACPV)
- ACSR AOI
- Advanced Customer Service Representative® (ACSR®)
- Advanced Customer Service Representative® (web enabled) (ACSR® (web enabled))



- ACSR® module for High Speed Data
- CSG Vantage®
- CSG Vantage® Near- Real Time (NRT)
- Customer Interaction Tracking (CIT)®
- CSG Order Work Flow (OWF)
- CSG Statement Express®
- CSG Screen Express®/Message Express®
- CSG Workforce Management®
- CSG Workforce Management (Citrix web-enabled)
- CSG Workforce Express Global Positioning System (GPS)
- CSG TechNet®
- CSG Smart-Link
- CSG Smart-Link/BOS
- CSG Event Notification Interface (ENI)
- CSG Desktop Solution Bundle

**Implementation/Conversion Services and Fees.** CSG shall provide installation, implementation, and conversion services for the foregoing pursuant to a mutually agreed upon SOW executed by the Parties in connection with Customer's conversion of any Connected Subscribers added by mutual agreement of the Parties to CSG's data processing system subsequent to the execution of this Agreement (the "Implementation/Conversion Services"), if any, for the fees set forth in Schedule F.

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**Exhibit C-1**

**Advanced Convergent Platform (ACP)**

**1. ACP Services.** Customer may elect from time-to-time to purchase from CSG, and upon said election CSG shall provide certain data processing services, applications and other video, high speed data and Residential Voice services ("ACP Services") for any of Customer's Connected Subscribers using CSG's ACP system as designated by Customer. The ACP Services will provide Customer with an on-line terminal facility (not the terminals themselves), service bureau access to ACP processing software, and other mechanical data processing services as more specifically described in the published manuals related to ACP. Customer's personnel shall enter all payments and non-monetary changes on terminal(s) located at Customer's offices, or provide CSG payment information on magnetic tape or electronic record in CSG's format. The Parties acknowledge and agree that the published manuals describing the ACP Services are subject to ongoing review and modification.

**2. Implementation/Conversion Services and Fees.** CSG shall provide installation, implementation, and conversion services pursuant to a mutually agreed upon SOW executed by the Parties in connection with Customer's conversion of any Connected Subscribers added by mutual agreement of the Parties to CSG's data processing system subsequent to the execution of this Agreement (the "Implementation/Conversion Services"), if any, for the fees set forth in Schedule F.

**3. De-conversion Services and Fees.**

**(a) De-conversion to an Alternate Billing Vendor.** If Customer changes billing services for Connected Subscribers to an alternative vendor CSG will provide Customer with all Customer Data and all de-conversion services and/or termination assistance (described in Section 6.2 of the Agreement) requested by Customer in connection with such subscribers. Such de-conversion services and/or termination assistance will be provided to Customer at the rates set forth in Section 6.2 of the Agreement, or otherwise as set forth in Schedule F solely to the extent an appropriate rate or fee relating to such activity is not set forth in Section 6.2.

**(b) Disposition to an Acquiring Entity.** If Customer sells, transfers, assigns or otherwise disposes of any Connected Subscribers to an Acquiring Entity ("Transferred Subscribers"), CSG will provide Customer with all Customer Data and all transition assistance (described in Section 6.2 of the Agreement) reasonably requested by Customer in connection with such Transferred Subscribers. If the Acquiring Entity is a party to a Third Party CSG Agreement and agrees to have the Transferred Subscribers processed under such agreement, then the Connected Subscribers being processed shall be transferred to such Third Party CSG Agreement effective upon the date of transfer. However, in the event the Acquiring Entity is not being processed under a CSG Master Subscriber Management System Agreement, or such Acquiring Entity does not agree to have the Transferred Subscribers processed under its Third Party CSG Agreement, Customer agrees to execute, and have such Acquiring Entity execute, a separate agreement governing the Acquiring Entity's access to and use of CSG's Products and Services prior to the provision of any services under this paragraph (3) in a form substantially similar to the letter agreement attached hereto as Schedule G ("Interim Agreement"). CSG is under no obligation and has no responsibility to accommodate the transfer of any subscribers from the Customer to the Acquiring Entity until this Interim Agreement has been fully executed by all parties.

**(c) Payment.** All amounts due under this Paragraph 3 shall be due and payable \*\*\*\*\* after the de-conversion of any such Connected Subscribers from the ACP Services, but in any event consistent with the terms of 6.1 (e) of this Agreement. In all cases, CSG will provide all Customer Data in CSG's possession in standard de-conversion format (including available historical data) unless another format is reasonably requested by Customer and Customer agrees in the applicable SOW or LOA to reimburse CSG for any additional out-of-pocket costs associated therewith.

**4. Disaster Recovery Program.** CSG agrees to comply with its disaster recovery program attached hereto as Attachment A.

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**5. Non-Production ACP Services** Upon Customer's request, CSG agrees to provide, support, and maintain up to \*\* additional SysPrins for use by Customer in training, testing, and other non-production activities at no additional cost to Customer. Such SysPrins will have data processing functionality equivalent to those SysPrins used to provide the production ACP Services described in section 1 of this Exhibit. Each test SysPrin shall be limited to a maximum of \*\*\* \*\*\*\*\* (\*\*\*\*) \*\*\*\*\* before per subscriber monthly service fees are assessed in accordance with Schedule F for subscriber counts in excess of \*\*\* \*\*\*\*\* (\*\*\*\*).

**6. Restrictions**. Customer acknowledges and agrees that transactions executed from a single Customer terminal Monday through Friday, between the hours of 10:00 a.m. (CST) and 4:00 p.m. (CST) which are the result of Macros or Screen Scraping, will be subject to a reduction to an acceptable level by CSG if a threshold of \*\*\*\* \*\*\*\*\* (\*\*\*) on-line transactions within a \*\*\*\*\* (\*\*) \*\*\*\*\* period is reached by that particular terminal. However, such transactions shall not be terminated; rather, CSG will reduce the number of transactions completed within a \*\*\*\*\* (\*\*) \*\*\*\*\* period not to exceed \*\*\*\* \*\*\*\*\* (\*\*\*) on-line transactions.

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O \*\*\*\*  
O \*\*\*\*  
\*\*\*\*  
\*\*\*\*\*

**MARC II**

- \*\*\*\*
- \*\*\*\*
- \*\*\*\*

**MARC III**

- \*\*\*\*
- \*\*\*\*
- \*\*\*\*

CSG will maintain adequate BCP plans for each of the products and services listed above, and will test those plans on an \*\*\*\*\* basis for accuracy and adequacy.

Recovery Time Objective (“RTO”). RTO shall mean the amount of time that elapses between the disaster declaration and the time the Product, Service or application is restored to a useable state. The RTO is in all instances driven by the respective Minimum Acceptable Recovery Configuration (MARC) for any given Product or Service.

Recovery Point Objective (“RPO”). RPO shall mean the measure of how old the data is when the systems are recovered and available. The worst-case RPO for any given product is \*\*\*\*. Example: for a MARC 1 product, if the disaster happens on Monday, the product would be recovered by \*\*\*\*.

Failback Objective. The Failback Objective shall mean, after the declaration of a disaster, the timeframe for failing back from the disaster recovery site to the primary site after the declaration of a disaster. CSG’s Failback Objective is to \*\*\*\*. The timeframe to accomplish Failback will be determined on a case-by-case basis, but the target generally is \*\*\*\* after a disaster.

The Marc designations provided herein shall not apply to \*\*\*\*.

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**Exhibit C-2**

**Print and Mail Services**

1. **Services** . Customer may elect from time-to-time to purchase from CSG, and upon such election CSG shall provide, certain services relating to Customer's requirements for the printing and mailing of monthly statements to Customer's Connected Subscribers for any of Customer's Connected Subscribers using CSG's ACP system. (the "Print and Mail Services").

2. **Postage** . CSG shall purchase the postage required to mail statements to Customer's subscribers ("Subscriber Statements"), notification letters generated by CSG, past due notices and other materials mailed by CSG on behalf of Customer. Customer shall pay CSG for all postage expenses incurred in the performance of the Print and Mail Services in accordance with Schedule F.

3. **Reserved.**

4. **Enhanced Print and Mail Services.**

(a) **Advanced Enhanced Statement Presentation® Services** . CSG may from time to time at the request of Customer develop a customized billing statement or use any previously existing billing statement format developed for Customer under a SOW (the "Advanced ESP® Statement") for Customer's subscribers utilizing CSG's advanced enhanced statement presentation ("Advanced ESP") services. The Advanced ESP Statements may include CSG's Intellectual Property and/or Customer's Intellectual Property with Customer's prior written permission. "Customer's Intellectual Property" means the trademarks, service marks, other indicia of origin, copyrighted material and art owned or licensed by Customer that CSG may use in connection with designing, producing and mailing Advanced ESP® Statements and performing its other obligations pursuant to this Agreement. Customer may revoke the preceding rights upon reasonable notice to CSG in writing. Notwithstanding the foregoing, Customer may use the customized billing statement format and image, including electronic and physical copies, for any internal business purpose or function they may require at no additional cost.

(i) **Development and Production of Advanced ESP® Statements** . CSG will perform the design, development and programming services related to design and use of the Advanced ESP Statements which will contain Customer's and CSG's Intellectual Property and for the fees set forth in Schedule F. CSG will create the Advanced ESP Deliverables set forth in a separately executed Statement of Work.

(ii) **Supplies** . CSG will suggest and Customer will select the type and quality of the paper stock, carrier envelopes and remittance envelopes for the Advanced ESP Statements (the "Supplies"). CSG shall purchase Customer's requirements of Supplies necessary for production and mailing of the Advanced ESP Statements. CSG shall charge Customer the rates set forth in Schedule F for purchase of Supplies.

(b) **Enhanced Past Due Notices**.

(i) **Development and Production of Enhanced Past Due Notices** . CSG may from time to time at the request of Customer develop a customized enhanced past due notice or use a previously existing enhanced past due notice format developed for Customer under a SOW (the "Enhanced Past Due Notices") for Customer's subscribers. The Enhanced Past Due Notices may include CSG's or Customer's Intellectual Property. Customer may elect to use CSG's generic Enhanced Past Due Notice format, any previously existing Enhanced Past Due Notice format developed for Customer under an SOW, or have CSG develop custom Enhanced Past Due Notices for Customer. If Customer elects to have CSG develop custom Enhanced Past Due Notices, CSG will perform the design, development and programming services related thereto pursuant to a Statement of Work. However, Customer acknowledges that CSG pricing is based on Customer utilizing only one paper stock format for all Enhanced Past Due Notices within a given month. Customer further acknowledges that it will provide CSG \*\*\*\*  
\*\*\*\* \*\*\*\*\* prior written notice of any changes to the paper stock.

(ii) **Supplies** . CSG shall purchase Customer's requirements of Enhanced Past Due Notices supplies necessary for production and mailing of the Enhanced Past Due Notices. Customer shall pay CSG the rates set forth in Schedule F for the purchase of such supplies. Unless Customer requests to use custom paper stock, CSG shall supply the type and quality of the paper stock for generic Enhanced Past Due Notices. Customer may elect to use custom

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paper stock for generic and custom Enhanced Past Due Notices. Enhanced Past Due Notices will be mailed in generic envelopes.

(c) License to Work Product. CSG grants Customer a nonexclusive, nontransferable, perpetual license to use, publish, display, modify and make derivative works of any Work Product created pursuant to this Section 4 for its own internal purposes only.

**5. Per Cycle Minimum.** Customer must have a minimum of four billing cycles per month, but no more than twenty eight billing cycles per month.

**6. Right of Customer's Intellectual Property.** Customer provides to CSG a non-exclusive right to use Customer's Intellectual Property necessary to design, produce and mail the Advanced ESP Statements and Enhanced Past Due Notices, directly or indirectly, provided, that any use of Customer's name and mark shall be consistent with any guidelines issued by Customer.

**7. Deposit.** Prior to the execution of this Agreement., or with respect to Customer's conversion of any Connected Subscribers added by mutual agreement of the Parties to CSG's data processing system subsequent to the execution of this Agreement at least \*\*\*\*\* prior to CSG's commencement of the Print and Mail Services, Customer shall pay CSG a security deposit (the "Deposit") for the payment of the expenses described in Sections 2 of this Exhibit C-2 (the "Disbursements" ). The Deposit will equal the estimated amount of Disbursements for \*\*\*\*\* as determined by the Parties based upon the projected volume of applicable services to be performed monthly by CSG. If Customer incurs Disbursements greater than the Deposit, Customer shall, within \*\*\*\*\* days of receipt of a request from CSG to increase the Deposit, pay CSG the additional amount to be added to the Deposit. Upon written request from Customer, CSG will return to Customer a portion of the Deposit if the monthly Disbursements incurred by Customer are less than the Deposit for \*\*\*\*\* periods. In addition to the foregoing, CSG shall have the right to apply the Deposit to the payment of any Undisputed invoice from CSG which remains unpaid following the termination or expiration of this Agreement. Any portion of the Deposit that remains after the payment of all Undisputed amounts due to CSG following the termination or expiration of this Agreement will be returned to Customer. Customer shall not be entitled to receive interest on the Deposit while it is maintained by CSG.

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**Exhibit C-3**

**Financial Services**

- 1. Services.** For the fees set forth in Schedule F, Customer may elect from time-to-time to purchase from CSG, and upon such election CSG shall provide, certain services relating to Customer's requirements for the following Financial Services which may be used independently or in any combination required by Customer: One-Time and Recurring Paybill Advantage®, Risk Management Services (Equifax Interface), Recurring Credit Card Processing Services, One-Time Credit Card Processing Services, Account Updater and Cash Register Receipts as designated with reasonable notice in writing by Customer.
  - 2. Compliance with Laws.** Customer will comply in all material respects with all federal, state and local laws and regulations pertaining to consumer credit information (including, without limitation, the Fair Credit Reporting Act, 15 USC, §1681, et seq.), electronic processing and any other financial activity related to the Services, provided by CSG under this Exhibit. In the event of evidence of fraudulent activity by Customer, CSG may immediately discontinue all Services under this Exhibit.
  - 3. Records.** CSG shall maintain records of the transactions it performs under this Exhibit, but shall not be liable for any damage, loss of data, delays and errors in connection with Services provided hereunder that are beyond CSG's reasonable control.
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**Exhibit C-3(a)**

**Electronic Payment Services ( Paybill Advantage® )**

**1. Electronic Payment Services.** Customer may elect from time-to-time to purchase from CSG, and upon such election CSG shall provide, certain services relating to any or all of Customer's requirements for the data processing services for the Connected Subscribers, including reasonable backup security for Customer's data, to support electronic bill paying services as set forth in Section 2 below (the "Basic Services") for all of Customer's subscriber accounts that elect to utilize Customer's electronic bill payment services (the "EBP Subscribers"), whether as a recurring service or a single non-recurring transaction as designated with reasonable notice in writing by Customer.

**2. Basic Services**

**(a) Consumer Debits.** Each EBP Subscriber will have the option to pre-authorize a debit to either their checking account or savings account each month for a predetermined date (to be selected by Customer from a range provided by CSG). CSG or, if applicable, its third party ACH Originator will be responsible for the disbursement, remittance and settlement of all funds. CSG will create and submit a pre-authorized payment disbursement file according to bank industry standards (National Automated Clearing House Association, "NACHA", or Electronic Data Interface, "EDI") containing a debit record for EBP Subscribers who have pre-authorized monthly debits to be made from checking or savings accounts on a day designated by Customer each month. The ACH Originator will submit to an automated clearing house data in the required form for the collection of the monthly payments from EBP Subscribers bank accounts, which will be effected on the collection date, or if that date is not a banking day, the first banking day after such date. Each debit will be submitted so as to effect the payment on the designated date.

**(b) Credit of Remittances.** CSG will post to EBP Subscriber's ACP® account a payment transaction for each processing EBP Subscriber on the EBP Subscriber's collection day

**(c) Enrollment Process.** Customer is responsible for obtaining EBP Subscriber enrollment information that authorizes his respective bank to post debit transactions to his respective bank checking account or savings account as required by NACHA. Customer will input relevant EBP Subscriber banking information into the ACP system. CSG will initiate an ACH prenote the day the form is processed or the day after the form is processed if the form is entered after the daily cutoff time. A daily report will be generated for the Customer each business day for which input is processed showing that a prenote has been initiated. If the prenote process produces an error, the ACP system will automatically update the EBP Subscribers' payment status to reflect an error and add the error to a daily report. If the error was correctable by the receiving depository financial institution, the ACP system will automatically update the information on the ACP system. The first debit will be initiated on the appropriate date to effect the debit on the Customer's predetermined date.

**(d) Automatic Pre-Authorized Payments.** CSG and its third party ACH Originator shall provide automatic payment deduction which will occur monthly on a predetermined date (selected by Customer from a range supplied by CSG). CSG will submit a file to the ACH Originator three (3) days prior to the date the deduction is scheduled to take place. The EBP Subscriber payment amount submitted to the ACH Originator will be the statement balance if the statement balance is less than the current balance. If the statement balance is greater than the current balance, then the current balance will be used. If the designated date for deduction falls on a weekend and/or holiday, the deduction will not occur until the next scheduled banking day. CSG will use commercially reasonable efforts to ensure that transaction files from an ACH Originator are received, validated, and successfully processed in a timely fashion. CSG also agrees that pursuant to a mutually agreed upon SOW or LOA, Customer's data will be provided in a discrete file specific to Customer's Connected Subscribers and not commingled with transactional data for other CSG customers.

**(e) Record Keeping.** Customer is responsible for maintaining EBP Subscriber authorization forms for a period of at least seven (7) years in accordance with any applicable government laws or regulations and NACHA.

**3. Additional Services.** If Customer desires CSG to provide other services in addition to the Basic Services, the Parties agree to negotiate in good faith with respect to the terms and conditions (including pricing) on which such services shall be provided. Such services include, but are not limited to (i) special computer runs or reports, special accounting and information applications; (ii) interface with third party service providers specified by Customer for the purpose of mass enrollment of accounts or other batch payment and collection services, and (iii) data processing and

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related forms and supplies and equipment other than those provided as standard pursuant to this Agreement (the "Additional Services"). The description of any such additional services, and any other terms and conditions related thereto, shall be set forth in an amendment to this Agreement and/or an SOW or LOA signed by both Parties. Unless otherwise agreed in writing by the Parties in such amendment any such additional services shall be subject to the terms of this Exhibit.

**4. EBP Subscriber Authorization.** Customer shall obtain from each EBP Subscriber the proper documents authorizing automatic transfers to and from such EBP Subscriber's savings account or checking account. Customer will enter only valid authorizations for processing. Customer will adhere to all NACHA requirements regarding EBP authorizations. CSG shall maintain product to support NACHA compliance, including bank account and subscriber account blocking based on EFTS return reasons.

**5. Collection Data.** Customer shall update EBP Subscriber account balance information to provide necessary data for the Basic Services and Additional Services and shall ensure through periodic checks and updates that the data is current and accurate at all times. In conjunction with this service, CSG agrees to provide Customer with any and all available reports and data required and reasonably specified by Customer for the purposes of confirming that all EBP transactions are being accurately processed. If Customer requires reporting on EBP Subscriber data and transactions that require custom programming services, CSG will provide such reports to Customer pursuant to a mutually agreed upon SOW or LOA.

**6. ACH Originator.** Customer acknowledges and agrees that this Exhibit is only between Customer and CSG and, that as a result, Customer gains no relationship with institutions used by CSG for ACH processing, unless they contract directly with institutions. In certain circumstances, CSG may contract with the financial institutions specified by Customer and approved by CSG, provided that CSG will not unreasonably withhold its approval. Notwithstanding the foregoing, nothing herein will prohibit or otherwise prevent Customer from establishing a relationship with any third party, including ACH Originators and Merchant Banks, for services of a similar and/or complimentary nature or for any purpose whatsoever. CSG acknowledges that Customer may use existing or future agreements with ACH originators and Merchant Banks to facilitate or supplement the Basic Services and Additional Services offered by CSG under this Exhibit and agrees to use commercially reasonable efforts to interface their Products and Services with such third parties pursuant to a mutually agreed upon SOW or LOA to satisfy Customer requirements as they currently exist or evolve throughout the terms of this Agreement.

**7. EBP Subscriber Reports.** If Customer requests that CSG provide Customer information regarding Customer's EBP Subscribers and related banking information and payment data via a mutually agreed upon transmission method, then Customer shall pay CSG's then current rates for such tape.

**8. One Time Only Payments.** CSG agrees to provide the Basic Services described in this exhibit in a manner that enables Customer to process single period non-recurring transactions in an efficient manner and without the need to create a multi-period recurring ACH Prenote and/or a multi-period recurring ACH transaction.

**9. Legal and Regulatory Requirement Changes.** Customer shall communicate any changes that are required to be made CSG as provided to Customer from its vendor. CSG shall maintain product to remain in compliance with NACHA regulations for ACH origination and ACH returns.

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Exhibit C-3(b)

**Risk Management Services ( Equifax Interface)**

1. **Risk Management Services (Equifax Interface)** . Customer may elect from time-to-time to purchase from CSG, and upon such election, CSG shall provide, certain services relating to any or all of Customer's requirements for consumer credit information, scoring services or other data stored in CSG's vendors consumer credit reporting database, (the "Risk Management Services") as designated by Customer with reasonable notice and in writing.
  2. **Use of Credit Information** . Customer hereby agrees that it will request credit information received from CSG solely for said Customer's use in connection with (i) credit transactions between Customer and the consumers to whom the credit information relates, (ii) employment purposes, (iii) underwriting of insurance, (iv) collection activity, (v) government licensing, or for other "permissible purposes" as defined by the FCRA and applicable vendors (i.e. Equifax and Experian), and will neither request nor use any such information for any other purpose.
  3. **Confidential Treatment**. Customer will take reasonable precautions to assure that consumer credit information will be held in strict confidence and disclosed only to those of its respective employees whose duties reasonably relate to the legitimate business purposes for which the information is requested or used to those to whom it may permissibly resell consumer reports hereunder.
  4. **Intellectual Property**.
    - (a) **No License**. Customer will not acquire any patent rights, copyright interest, or other right, claim, or interest in the computer programs, forms, schedules, manuals, or other proprietary items utilized or provided by CSG in connection with the Risk Management Services.
    - (b) **Restrictions on Use**. Customer will not use or permit its respective employees, agents and subcontractors to use the trademarks, service marks, logos, names, or any other proprietary designations of CSG's provider of the Risk Management Services (the "Vendor") or its affiliates, whether registered or unregistered, without the Vendor's prior written consent.
    - (b) **Ownership of Credit Data**. Customer acknowledges that all information contained in the consumer credit information database is and will continue to be the exclusive property of the Vendor. Except for the uses specified in this Agreement, nothing contained in this Exhibit shall be deemed to convey to Customer any right, title or interest in or to the consumer credit information database or any part thereof.
  5. **Additional Services**. Should Customer desire additional services related to this offering, the Parties agree that it shall do so under a mutually agreed upon SOW.
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Exhibit C-3(c)

**One-Time Credit Card Processing**

**1. One-Time Credit Card Processing.** Customer may elect from time-to-time to purchase from CSG, and upon such election CSG shall provide, certain services relating to any or all of Customer's requirements for those data processing services which allow subscribers to charge deposits, pre-payments, monthly services, installation fees and Pay Per View (PPV) orders via credit card (the "One-Time Credit Card Processing Service" or for this Exhibit only, the "Service") as designated by Customer with reasonable notice and in writing. Credit Card payments can be accepted online through either the order entry system or the payment entry system. This feature involves real-time credit card authorizations via an interface with a third party credit card processing system. Return messages from the credit card processor, including approved authorizations, declines, and errors, will be displayed online. CSG will create and transmit a daily settlement file to the merchant banks' processing center. All settlement reporting is done by the merchant bank. "Approved" credit card payments will post to the subscriber's account the day it was entered, up to 9 p.m. central time. One-time credit card payments will be identified on daily and monthly production reports. The merchant processing fees will be billed directly to the Customer, per the agreement between the customer and the merchant bank. CSG shall not be responsible for any interchange fees. In the event that CSG makes a change, which is not authorized by Customer's authorized representative (Vice President of Billing Operations or V.P. of Payment Processing), to the Service which causes a downgrade or shift in interchange qualification, upon notice to CSG from Customer of the foregoing, CSG shall be responsible for the re-imbusement equal to the difference in the rate for the affected volume from the time of notice by Customer to correction for a downgrade or shift in interchange qualification. CSG agrees to work with Customer and Customer's acquirer to identify the source of the downgrade. Customer shall be responsible for providing transaction detail supporting the downgrade or shift for calculation of the reimbursement.

**2. Requirements.** Allowable credit cards for the One-Time Credit Card Processing are MasterCard, VISA, Discover Network and American Express. Customer is responsible for establishing a merchant agreement with a CSG approved bank\*. The merchant bank will assign all applicable merchant ID numbers. Customer must communicate their merchant ID information to CSG prior to using the Service. CSG must make changes, enhancements, and updates as required to their merchant bank credit card processing interface(s) to continually maintain compliance with CSG approved merchant bank standards and pursuant to a mutually agreed upon SOW shall use commercially reasonable efforts to ensure that Customer's transactions qualify for the lowest available processing rates offered by those merchant banks. Online credit adjustments to a credit card can be performed for those Customers that use both Recurring and One-Time Credit Card Processing with a CSG Systems approved merchant bank.

**3. Use of Credit Information.** Customer and CSG agree that all information and data accessed through the One-Time Credit Card Processing Service is "Confidential Information" and as such shall be kept strictly confidential in accordance with the Agreement.

**4. Intellectual Property.**

(a) **No License.** Customer will not acquire any patent rights, copyright interest, or other right, claim, or interest in the computer programs, forms, schedules, manuals, or other proprietary items utilized or provided by CSG in connection with the One-Time Credit Card Processing Service.

(b) **Restrictions on Use.** Customer will not use or permit its respective employees, agents and subcontractors to use the trademarks, service marks, logos, names, or any other proprietary designations of CSG except in compliance with the Agreement.

(c) **Ownership of Credit Data.** Customer acknowledges that all information (except for any Customer Data) contained in the consumer credit information database is and will continue to be the exclusive property of the appropriate merchant bank. Except for the uses specified in this Exhibit, nothing contained in this Exhibit shall be deemed to convey to Customer any right, title or interest in or to the consumer credit information database or any part thereof.

\* At this time, CSG approved banks include: \*\*\*\*\*  
\*\*\*\*\*. Additional banks may be added by CSG at Customer's request for additional fees through a mutually agreed upon Statement of Work.

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Exhibit C-3(d)

**Recurring Credit Card Processing**

**1. Recurring Credit Card Processing.** Customer may elect from time-to-time to purchase from CSG, and upon such election CSG shall provide, certain services relating to any or all of Customer's requirements for those data processing services which allow subscribers to have deposits, pre-payments, monthly services, installation fees and Pay Per View (PPV) orders automatically charged to their credit card on a monthly basis (the "Recurring Credit Card Processing Service" or for this Exhibit only, the "Service") as designated by Customer with reasonable notice and in writing. When Subscribers provide their credit card information to the Customer, a "pre" authorization is sent real time to a CSG approved merchant bank (see Section 2 below), to insure that the credit card information is accurate. Customer will determine when the recurring credit card payment will be performed, either on the subscriber's cycle date or a date between 10 and 25 days after the cycle date. Customer can choose to automatically retry certain "decline" response codes from the credit card processor. CSG Systems will send a file of credit card payments in the appropriate format to the merchant bank's processor on a nightly basis and post the payment to the Subscriber's CSG account. The merchant bank is responsible for all settlement processing and reporting. Merchant processing fees will be billed directly to the Customer, per the agreement between the Customer and the merchant bank. Recurring credit card payments will be identified on daily production reports and all credit card payments will be reported together on monthly production reports. CSG shall not be responsible for any interchange fees. In the event that CSG makes a change, which is not authorized by Customer, to the Service which causes a downgrade or shift in interchange qualification Customer's authorized representative (Vice President of Billing Operations or V.P. of Payment Processing), upon notice to CSG from Customer of the foregoing, CSG shall be responsible for the reimbursement equal to the difference in the rate for the affected volume from the time of notice by Customer to correction for a downgrade or shift in interchange qualification. CSG agrees to work with Customer and Customer's acquirer to identify the source of the downgrade. Customer shall be responsible for providing transaction detail supporting the downgrade or shift for calculation of the reimbursement.

**2. Requirements.** Allowable credit cards for the Recurring Credit Card Processing are MasterCard, VISA, Discover Network and American Express. Customer is responsible for establishing a merchant agreement with a CSG approved merchant bank, currently either, First National Bank of Omaha, Chase Paymentech or Fiserv (acquired CheckFree). Additional merchant banks may be added by CSG at Customer's request for additional fees through a mutually agreed upon Statement of Work. The merchant bank will assign all applicable merchant ID numbers. Customer must communicate their merchant ID information to CSG prior to using the Service. Online credit adjustments to a credit card can be performed for those Customers that use both Recurring and One-Time Credit Card Processing with a CSG Systems approved merchant bank. CSG must make changes, enhancements, and updates as required to their merchant bank credit card processing interface(s) to continually maintain compliance with CSG approved merchant bank standards and to use commercially reasonable efforts to ensure that Customer's transactions qualify for the lowest available processing rates offered by those merchant banks. In addition to any CSG approved banks currently supported, additional merchant banks may be added by CSG at Customer's request for additional fees through a mutually agreed upon Statement of Work.

**3. Use of Credit Information.** Customer and CSG agree that all information and data accessed through the Recurring Credit Card Processing Service is "Confidential Information" and as such shall be kept strictly confidential in accordance with the Agreement.

**4. Intellectual Property.**

(a) **No License.** Customer will not acquire any patent rights, copyright interest, or other right, claim, or interest in the computer programs, forms, schedules, manuals, or other proprietary items utilized or provided by CSG in connection with the **Recurring Credit Card Processing Service**.

(b) **Restrictions on Use.** Customer will not use or permit its respective employees, agents and subcontractors to use the trademarks, service marks, logos, names, or any other proprietary designations of CSG except in compliance with the Agreement.

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(c) **Ownership of Credit Data.** Customer acknowledges that all information (except for any Customer Data) contained in the consumer credit information database is and will continue to be the exclusive property of the appropriate merchant bank. Except for the uses specified in this Exhibit, nothing contained in this Exhibit shall be deemed to convey to Customer any right, title or interest in or to the consumer credit information database or any part thereof.

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Exhibit C-3(e)

Account Updater Processing

1. **Account Updater Processing.** Customer may elect from time-to-time to purchase from CSG, and upon such election CSG shall provide, certain services relating to any or all of Customer's requirements for those data processing services which allow Customer to submit a monthly file of Subscriber accounts with recurring credit cards on file that are scheduled to expire during that month (the "Account Updater Processing Service"). This file is transmitted to CSG's Third Party Vendor and updates are returned on participating accounts. These updates are automatically entered into ACP when received. Updates can include expiration dates, Association changes, or information related to lost or stolen cards. CSG provides reporting on all accounts with processed updates after each file is returned from the Third party Vendor. Any Third Party vendor fees will be billed directly to the Customer, per the agreement between the customer and the Third Party Vendor.
  2. **Requirements.** Allowable credit cards for the Account Updater Processing Service are Mastercard and VISA. Customer is responsible for establishing an agreement with Third Party Vendor.
  3. **Use of Credit Information.** Customer and CSG agree that all information and data accessed through the Account Updater Processing Service is "Confidential Information" and as such shall be kept strictly confidential in accordance with the Agreement.
  4. **Intellectual Property.**
    - (a) **No License.** Customer will not acquire any patent rights, copyright interest, or other right, claim, or interest in the computer programs, forms, schedules, manuals, or other proprietary items utilized or provided by CSG in connection with the Account Updater Processing Service.
    - (b) **Restrictions on Use.** Customer will not use or permit its respective employees, agents and subcontractors to use the trademarks, service marks, logos, names, or any other proprietary designations of CSG except in compliance with the Agreement.
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Exhibit C-4

**CSG Care Express—Service Bureau**

**1. CSG Care Express Services.** Customer may elect from time-to-time, and upon such election, CSG shall provide certain services relating to Customer's requirements to utilize CSG's web-based software application that will allow it to perform a variety of customer care functions via the Internet as described in Attachment A (the "Care Express Services") as designated by Customer. Customer shall pay CSG the fees and charges associated with the Care Express Services as set forth in Schedule F.

**2. Development, Production and Operation of CSG Care Express.** CSG will perform the design, development and programming services related to the design and use of the Care Express Services pursuant to a Statement of Work. The Care Express Services will contain CSG's Intellectual Property and Customer's Intellectual Property set forth on the Statement of Work.

**3. Ownership of the Care Express Services.** Except with respect to Customer's Intellectual Property, all patents, copyrights, trade secrets and other proprietary rights in or to the Work Product shall be CSG's sole and exclusive property, whether or not specifically recognized or perfected under applicable law.

**4. Customer's Intellectual Property Representations.** Customer provides to CSG a non-exclusive right to use Customer's Intellectual Property necessary to design, produce and operate the Care Express Services and perform CSG's other rights and obligations hereunder provided that any use of Customer's name and mark shall be consistent with any guidelines issued by Customer. Customer may revoke the preceding rights upon notice to CSG.

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**Attachment A to Exhibit C-4 (page 1 of 4)**

Electronic Bill Presentment and Payment (*Module A*) and Self-Care/Account Management/Subscriber Acquisition (*Module B*).

Care Express is an Internet product with two separate modules, which include features and functions for Electronic Bill Presentment and Payment (*Module A*) and Self-Care/Account Management/Subscriber Acquisition (*Module B*).

These modules may be implemented in conjunction with one another or as separate entities. The features and functions within each of these modules are managed through the Administration Module.

The following functionality is currently included in Care Express when only the Electronic Bill Presentment and Payment (EBPP) module has been implemented:

- **Module A—Electronic Bill Presentment and Payment**
- **Administration Module – which provides twelve (12) months of on-line storage which includes the first (1st) month of XML and the remaining eleven (11) months PDF.**

**Module A—Electronic Bill Presentment and Payment :**

**Bill Presentment**

- Bills are viewable through custom presentation and content templates
- Current bill available for all subscribers immediately upon registration
- E-mail notification of bill availability sent to registered users
- Bill archive maintained for registered users

**Bill Payment**

- Payment methods include:
  - One-time, EFT/ACH, credit card and PIN-less debit cards
- Registered user presented with payment authorization message at time of payment
- Recurring credit and PIN-less debit cards
- Recurring EFT/ACH

**Subscriber Registration and Maintenance**

- Internet registration for new users of Care Express services
- E-mail notification of successful initial registration sent to registered users
- Internet maintenance of registered user information such as E-mail address and password
- Optional setting to control the printing and mailing of paper statements

**Marketing**

- Support for CSG's Enhanced Statement Presentation® marketing messages (Regulatory and Marketing)
- Space available for banner ads

**Security**

- Web site access restricted to customer defined servers
- Data and applications restricted to authorized users only
- SSL (Secure Sockets Layer) 3.0 compliant

**Additional Account Management Items**

- Registered users can change "Bill-to" information
  - Registered users can change phone numbers
  - Registered users can change Internet login ids and PC equipment information
  - Registered users can enroll in recurring credit card and PIN-less debit card
  - Registered users can enroll in recurring EFT/ACH
  - Registered users can update their recurring payment information
  - Registered users can change their Care Express e-mail address
  - Registered users can change their Care Express password
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**Client Administration Module:**

**Provide end-user support**

- Customer has the same view into Care Express as the consumer (i.e. end-user)
- Customer can retrieve account information by either account number or name

**Control Customer Administrative user access level**

- Secure login access path (user ID and password in SSL site)
- for Customer Administrative user (supervisor) and basic user (CSR)
- Update Customer Administrative user passwords and access/security level
  - Capability to automatically unregister users who have not logged into the website for a given period of time. Customer Administrative user may set parameters to define specific period of time.

**View reports**

- Payment transactions by status
- Unposted payments
- Successful payments
- Registered Users
- Number of suppressed hardcopy statements
- Self-care transactions
- Selectable by date ranges
- Printer friendly version available

**Customer control of various web page displays, look and feel**

- Real-time web site update (add, change, delete) of services, groups of services and service descriptions
- Control available work order scheduling time slots and descriptions
- Control user-friendly error message descriptions
- Control work order rescheduling availability (# of hours before install date to disallow rescheduling)
- Changes can be made by SPA ranges for efficiency

Customer will have the ability to customize their Care Express, EBPP and/or Self-Care web pages to maintain consistency between the look and feel of their corporate Internet web site. The specific look & feel, colors, graphics, logo etc. will be defined by the Customer and implemented by CSG during the initial implementation. All subsequent changes to the look and feel, graphics, logos colors etc. will be executed by CSG through additional Statements of Work.

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The following functionality is currently included in Care Express for video and high speed data subscribers when only the Self-Care/Account Management/Subscriber Acquisition module has been implemented:

**Module B—Self-Care/Account Management/Subscriber Acquisition Administration Module**

**Module B—Self-Ordering/ Self-Care/Customer Acquisition:**

**New Subscriber Acquisition (New Connect)**

- New connect consumers can view available services
- New connect consumers can select available services
- New connect consumers can establish installation date
- Includes confirmation of dwelling serviceability
- Includes user-friendly error handling
- Includes web-only service descriptions
- Internet orders include login id, password and PC equipment information
- Includes update capability for services and scheduling date

**Request for Service Upgrade or Sidegrade**

- Registered users can view available services
- Registered users can select available services to add to their existing accounts
- Includes user-friendly error handling
- Includes web-only service descriptions
- Includes support for no-truck and truck roll orders
- Includes update capability for services and scheduling dates

**Subscriber Registration and Maintenance**

- Internet registration for new users of Care Express services
- E-mail notification of successful initial registration sent to registered users
- Registered users can change "Bill-to" information
- Registered users can change phone numbers
- Registered users can change Internet login ids and PC equipment information
- Registered users can change their Care Express e-mail address
- Registered users can change their Care Express password
- Optional setting to control the printing and mailing of paper statements

**Marketing**

- Support for CSG's Enhanced Statement Presentation® marketing messages (Regulatory and Marketing)
- Space available for banner ads

**Security**

- Web site access restricted to customer defined servers
  - Data and applications restricted to authorized users only
  - SSL (Secure Sockets Layer) 3.0 compliant
-

**Administration Module:**

**Provide end-user support**

- Customer has the same view into Care Express as the consumer (i.e. end-user)
- Customer can retrieve account information by either account number or name

**Control Customer Administrative-user access level**

Secure login access path (user ID and password in SSL site) for Customer Administrative user (supervisor) and basic user (CSR)

- Update Customer Administrative user passwords and access/security level
- Capability to automatically unregister users who have not logged into the website for a given period of time. Customer Administrative user may set parameters to define specific period of time.

**View reports**

- Registered Users
- Number of suppressed hardcopy statements
- Self-care transactions
- Selectable by date ranges
- Printer friendly version available

**Client control of various web page displays, look and feel**

- Real-time web site update (add, change, delete) of services, groups of services and service descriptions
- Control available work order scheduling time slots and descriptions
- Control user-friendly error message descriptions
- Control work order rescheduling availability (# of hours before install date to disallow rescheduling)
- Changes can be made by SPA ranges for efficiency

Customer will have the ability to customize their Care Express, EBPP and/or Self-Care web pages to maintain consistency between the look and feel of their corporate Internet web site. The specific look & feel, colors, graphics, logo etc. will be defined by the Customer and implemented by CSG during the initial implementation. All subsequent changes to the look and feel, graphics, logos colors etc. will be executed by CSG through additional Statements of Work.

**Module C—Consolidator Services:**

- This module facilitates the distribution of consumer statement information (e.g. bill), to \*\*\*\*\* bill aggregation points (e.g. bank website, Internet portal or other personal financial website) as requested by the consumer, and allows for payments to be made and posted back to subscriber's account residing on the CSG billing system. Consolidator Services is provided via a partnership agreement with \*\*\*\*\* \*\*\*\*\*. The Consolidator Services module includes a client administration tool which enables client CSR's to troubleshoot and/or verify subscriber activity on the \*\*\*\*\* network.

**Module D – Generic Retail:**

- This module extends the Care Express application outside of the web interface currently supported by CSG for external, affiliate web sites. Utilizing this module, customers are able to leverage existing webs sites to capture orders and interact with the billing system real-time. This module is integrated with the CableLabs Go2Broadband v4.1 specifications, allowing a common protocol to be certified by each affiliate site and to interact with the CSG web service exposed through the Care Express platform. This module ensures that the Care Express platform will be utilized for all web interactions with the billing systems regardless of the web site that displays the information.
-

**Module E – Branded Payment Kiosk:**

- This module extends the Care Express application, in an integrated fashion, to self service kiosks. The Kiosk application allows for subscribers to view and pay their bill using Cash, Credit, Debit, or Check. This is accomplished by extending the EBPP web application to the self service Kiosk and updates the subscribers account on the CSG billing system through a common interface.
  - Additional terms for Module E – Branded Payment Kiosk:
    - Additional Terms and conditions specific to Module E, Part I and the Thinman kiosk hardware unit and operating system software
  - a) Ownership. Rights to the Hardware shall transfer from the manufacturer to Customer upon delivery of the Hardware. Customer assumes risk of loss upon delivery. Upon delivery Customer assumes any and all responsibility and liability for the Hardware, including but not limited to: the Hardware location; installation site; accessibility; connectivity; compliance with ordinances, regulations and/or statutes whether federal, state or locally imposed, except for the applicable provisions of the Americans with Disabilities Act.
  - b) Customer Indemnification. Customer shall indemnify and hold harmless CSG, its officers, board of directors and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from installation and use of the Hardware under the terms of the this Amendment or the Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods furnished under the Agreement, including any resulting loss of use resulting therefrom and is caused in whole or part, but only to the extent of its apportioned negligence, by any negligent act or omission of Customer, its contractor or subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable.
  - c) Kiosk Transfer Rights. At any time that Customer may decide to discontinue use of the CSG Care Express Payment Kiosk solution (Hardware and Software combined) and/or the CSG billing system, such Customer may sell or otherwise transfer title of the Hardware to another party ("Transferee") provided, however, that Customer may not sell or transfer any software provided by CSG and that any Hardware sold to another party must comply with the provisions of Subsection (d) Exhibit.
  - d) Termination. Upon expiration or termination of the Agreement, or upon Customer's discontinued use of CSG's Care Express Payment Kiosk solution, all rights to the software, granted under this Amendment will cease, and Customer will promptly (i) purge all terminated software, including but not limited to any third party software provided by CSG as applicable, from the Hardware and all of Customer's other computer systems, storage media and other files; (ii) destroy CSG's Confidential Information and all copies thereof; and (iii) deliver to CSG an affidavit which certifies that Customer has complied with these termination obligations, as applicable.
  - e) The provisions above and those in the Attachment B (which provides pass through warranty from third party hardware vendor and description of hardware) attached hereto and any other terms set forth herein which expressly or by their nature are to continue after termination or expiration of this Amendment shall survive and remain in effect for the Hardware and software purchased herein so long as said items are in use by Customer (including Customer's affiliates and subsidiaries).
-

**HARDWARE WARRANTY AND HARDWARE DESCRIPTION**

Kiosk Information Systems, Inc. ("KIOSK") hereby warrants that each component manufactured or supplied by KIOSK will be free of defects in material and workmanship for a period of twelve (12) months following the date of completion at KIOSK.

**Exceptions** Non-ruggedized keyboard that holds a warranty of \*\*\*\*\* after completion.

KIOSK does not warrant any component supplied by the end-user ("Customer") or its suppliers.

The Hardware Warranty may be voided by misuse, accident, modification, and unsuitable physical or operating environment, improper maintenance by Customer or Customer's service organizations, removal or alteration of part identification, or failure caused by product for which KIOSK is not responsible.

**Expenses during the Hardware Warranty coverage period ("Warranty Period").**

Customer shall return defective parts to KIOSK at Customer's expense.

KIOSK shall repair or replace any defective component within \*\*\*\*\* of receipt, at KIOSK expense, including all return ground shipping expenses.

**Returned Merchandise/Component Charges**

If merchandise/component is determined to be a "non valid warranty issue" or "no defect found" then Customer will be charged \*\*\*\*\*

Returned Merchandise Authorization Number You must obtain and enclose an assigned RMA# from KIOSK prior to returning anything to KIOSK factory.

**Technical Problems** Contact CSG as instructed or KIOSK Service Support Department at: 303-466-5471 select option 4, 800-509-5471 select option 4

Serial number of your kiosk and failed component will be required when calling for assistance.

**Date Complete:**  
**Serial Number:**  
**Sales Order Number:**

**Module – Payment Kiosk  
Hardware Product Description and Specifications**

Provided below are the physical kiosk specifications of the free-standing kiosk to include the following components. Customer agrees that any additions, changes, or deletions from these specifications may result in changes to the pricing or services offered. Any such changes will be defined in a Statement of Work.

- 1. **Enclosure** Thinman model; standalone indoor bill payment enclosure designed for 17" LCD, all metal construction w/Powder-coat finish, Internal Service Keyboard w/trackball for PC servicing and updating, ADA compliant, Thinman overhead header and screen display are Customization to the standard enclosure to accommodate the following:



2. **Security-** Key Entry: Lock-n-key entry with front and rear service doors
  3. **Security** –Intrusion Alarm: includes door sensors & external key switch
  4. **Speakers** : Amplified Dual Speaker System
  5. **Credit Card Reader** : ID Tech CCR, Insert 2 track, USB includes std bezel and cable
  6. **Receipt Printer:** Swecoin TTP2030 80mm Thermal Printer, USB interface, Includes power supply, paper guide, and paper spindle
  7. **Bar Code Scanner:** Scanner, Metrologic's IS3480 Quantum E with USB interface cable
  8. **Cash Bill Acceptor:** Hemisphere West Down Stacker Matrix 600 lockable cash box USA Dollars MX-BMB6DL-USA Includes USB adaptor
  9. **Additional Capacity Cash Box:** Lockable 600 note Cash Box only for the Matrix Bill Acceptor
  10. **Check Reader:** RDM 7000 Check Reader, p/n EC7011F
  11. **Monitor:** 17" Dell LCD Monitor 177FP
  12. **Touch Screen:** 17" Resistive touch screen overlay w/ USB interface
  13. **PC:** Dell GX745 P4, 2.8GHz, 512MB RAM, 80GHD, Floppy, Integrated Intel extreme graphics Video with up to 48MB shared memory, integrated NIC card 10/100/1000, 24X DVD/CD-ROM, SoundBlaster compatible sound, 1 Parallel port, 1 Serial port, 8 USB ports, 1 Ethernet port, 1 PCI expansion slot for upgraded video and Win XP Pro OS
  14. **Warranty:** One-Year Parts Warranty—Repair Depot to KIOSK. See Kiosk Services Document for details
  15. **Packaging:** Pallet & Cardboard Packaging
  16. **Assembly:** Kiosk Assembly & Electronics Systems Integration labor included
  17. **Quality:** Kiosk QA & Electronics Testing to ISO9001/2000 standards, labor included
  18. **Design Standards:** Designed & built to UL & FCC Class A Product Approval Standards
  19. **Artwork and Color Options:** Two-colors body and art options a. and b. are standard. Graphic Options not include in the standard price (c, d, and e) are listed below. All artwork and branding to be provided by customer; Graphic guidelines will be provided. Includes Setup, Print and Application of artwork
- a. Thinman Main header, See Graphic guidelines for sizing, Includes Setup, Print, and Application
  - b. Thinman Vinyl logo, see graphic guidelines for sizing (approx 12"x12"), Includes Setup, Print, and Application
  - c. Thinman Lower Full Face Graphics
  - d. Thinman Side Graphics
  - e. Thinman Side Logo (approx 12"x12")
20. Software loading and testing done remotely
  21. Thinman users manual
-

Residential Voice Services

**Residential Voice Services and Functionality.** Customer shall receive the following Residential Voice Services and Functionality:

1. **Advanced Convergent Platform for Voice (ACPV).** ACP is required for the Telephony Services Functionality described below. The services include the infrastructure required to support a Telephony Service Offering and the required interactions with the core billing engine, ACP. ACP provides the Graphic User Interface for managing customer care functions and processes. ACSR and ACPV are licensed by CSG to Customer and are included in the BSC. ACPV is not designed for, nor is it intended for use in commercial applications. Commercial is defined as support of business customers where multiple lines are needed.
  2. **Service Delivery System (SDS).** Supports service initiation and triggering of the service order distribution API after an order is created, and supports order versioning. Utilizing a Work Flow Manager SDS creates an ordered set of tasks (work plan) and then schedules and tracks these tasks to completion. Tasks defined by the client are manual and are completely user definable. CSG shall also support the creation and installation of automatic tasks such as the initiating of the service order distribution interface to feed down stream OSS and Provisioning Systems. Support for SDS is included in the BSC.
    - a. **Telephony Features (as applicable).** ACPV can be configured to include the data structures necessary to collect the information for service providers operating in a local facilities based service offering. ACPV does not provide for automated point-to-point interfaces to 3rd party trading partners in the base package.
      - E911
      - CARE
      - LIDB/CNAM
      - Local Number Portability
      - Directory Listing
      - Directory Assistance/Operator Services
      - Calling Card
      - Switch Provisioning
      - Voice Mail
    - b. **Automated Interfaces.** The following automated interfaces are included in the Residential Voice Services:
      - Service Order Distribution – utilized by Customer to support provisioning of voice orders
      - Third Party Verification – utilized by Customer to support the third party verification process through Istonish
      - Write Back Interface – utilized by Customer to support capturing provisioning information
      - Usage Guide (Account Profile) – utilized by Customer to support the feed of customer account and order information from ACPV to Neptune

The monthly operations and support fees associated with these interfaces are included in the BSC. Installation fees may vary depending on the complexity of the interface. Fees for updates to existing interfaces and configuration changes and testing are set forth in Addendum B of the Second Amendment.
  3. **Event Processing Systems (EPS).** The Event Processing System provides support for the processing of summary billing information from Neptune. Charges for EPS are set forth in Schedule F as amended herein. EPS does not provide for the polling and collection of events from network elements.
-



- a. **Usage Interfaces.** Daily usage processing services are included in the BSC. Call plan setups and other ancillary charges associated with usage processing are set forth in Addendum B of the Second Amendment. In addition, fees for updates to existing interfaces and configuration changes and testing are set forth in Addendum B of the Second Amendment.
4. **Application Administration.** Provides CSG and the client the capability to establish, modify and maintain the additional rules tables and data structures required to operate the system. Provides a Graphic User Interface to perform these functions. Includes the following capabilities.
- a. Product Catalog Setup and Maintenance (includes voice configuration in back office and ACP)
  - b. Address parsing and storage
  - c. Management of Numbering Resources (i.e. Telephony Numbers) and their geographic availability
  - d. Management of Service Availability
  - e. SDS Application Administration (includes support to set up automated interfaces described in paragraph 2.b above)
  - f. EPS Application Administration
  - g. Interface to telephone network inventory system (separately priced as provided in Schedule F)
-

**Exhibit C-6**

**Braille/Large Print Statement Functionality**

1. **Services.** For the fees set forth in Schedule E, Customer may elect from time-to-time to purchase from CSG, and upon such election CSG shall provide, certain services relating to Customer's requirements for Braille/Large Print Statement Functionality, which consists of an automated process to identify and create output files for Braille and Large Print statements. CSG will assist the Customer with identifying subscribers who have requested Braille or Large Print statements. CSG will create a file and send via a designated FTP site the PDF statement Data Frame images to the Customer's vendor as directed by Customer. The Customer's vendor will in turn convert these statements to Braille or Large Print format.
  2. **Additional Services.** Technical services will be provided in accordance with Schedule E, Technical Services.
-

**Exhibit C-7**

**Enhanced Account Ledger**

1. **Services.** For the fees set forth in Schedule F, Customer may elect from time to time to purchase from CSG, and upon such election CSG shall provide, its Enhanced Account Ledger (EAL) service, which is an upgraded account ledger system that provide Customer an online view of the statement and ledger that is more representative to the physical statements. EAL also provides expanded information and drill down capability for details posted to the ledger. New search filters are available that allow Customer to search on telephone number, leaf account number, control account number, user ID, etc. The functionality also expands the amount of detail records from 89,000 in legacy to 999,999,999 records.
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**Exhibit C-8**

**CSG ACP COMMERCIAL UPGRADE**

**1. ACP Commercial Upgrade Definition .** The ACP Commercial Upgrade is a series of operational and functional enhancement projects packaged as a onetime platform upgrade. It is an upgrade to the existing ACP and ACP-V platform on which residential services are provided and, therefore, Customers obtaining the Upgrade platform will continue to be subject to the terms, conditions and pricing of the ACP platform services. Commercial accounts shall mean an account with \*\*\*\* telephone lines or more. Commercial accounts with \*\*\* telephone lines, Video or HSD services will not be counted towards the capacity license and, will, instead, be treated as though they were a residential account for purposes of the Agreement. For clarification purposes, Risk Management and Data exchange for collection interfaces listed in the Agreement are services that are not be provided for commercial accounts. In addition, Care Express® Self-Care is functionality that is excluded for commercial services.

**2. ACP Commercial Upgrade Description.** The solution will add the necessary operational efficiency improvements and new features to support CSG customers wanting to offer commercial services to the market place. The solution is built atop the existing ACP and ACP Voice infrastructure and will, therefore, provide comparable functionality as ACP and ACP Voice but will be tuned to appropriately scale to meet the more demanding needs of larger commercial account structures. Additionally, there are a number of commercial specific functional enhancements that are incremental to the existing solution capabilities. The solution is tailored to meet the unique needs of the Very Small Business (VSB), Small Offices Home Offices (SOHOs), and Small to Medium Businesses (SMBs) customer segments.

The ACP Commercial Upgrade is intended to support a single Customer/Location structure capable of supporting \*\*\*\* voice lines and/or trunking service(s) at a maximum of \*\*\* provisionable service codes. Further, CSG will limit the number of CSG Supported Inventory Items per customer location (i.e. Logical Inventory Items controlled via CSG's Inventory System—e.g. Telephone Numbers, Calling Cards, and User Defined Logical Inventory for Wireless) via application governors. Larger account structures can be achieved via CSG's current Account Hierarchies functionality in which multiple individual accounts can be aggregated into a larger account structure. Within ACSR, CSG's OWF is required for Commercial Services.

The ACP Commercial Upgrade will be generally available (GA) in March 2010. Until such time Customer, shall not have full functionality of the Service as described herein or in Documentation. The ACP Commercial Upgrade will include the following:

- Performance Tuning and Operational Engineering
  - o Enhancements and refactoring of the following application components:
    - Order Management-Better management of the order items and efficient order processing
    - Interfaces – Interface message sizes will increase for larger commercial Accounts and therefore changes to the message buffer size and processing time out values will be adjusted to accommodate the larger Order payloads.
    - Database Model – Modifications to the data model, changes to trigger logic, and use of latest efficient database constructs and technology
  - o Account Inventory Item Governors – Provides the ability to limit the number of inventory items (e.g. Telephone Numbers) supported for a given account type (i.e. Residential vs. Commercial):
    - Service Code enhancements
  - o Rate changes will be supported for Bulk Services where the rate does not differ from *new* default rate
  - o Security support for Individual Case-based Pricing (ICP) for situations that call for contracted rates that vary from *new* standard default rate
  - o New Commercial Services filter will be implemented to filter the list of available service (i.e. present residential services or commercial services or both)
    - Distinct Residential and Commercial workflows
  - o Customer Records will be identified and tagged in the Customer/Account setup process as either Residential or Commercial
    - Commercial specific ACSR® OWF modifications will be made to expose the new 50 character Company Name, and Responsible Party fields.
-

- Service Classification and Availability rules will be enhanced to account for new Customer/Account Type filter values (i.e., present residential services, commercial services, or both)
    - Invoice and Statement requirements to support up to \*\* unique statement form types and additional commercial information
  - o Support for up to \*\* unique Statement Form Types
  - Client driven Statement Form Types will support custom and tailored invoice formats for different business segments and verticals; provided, however, that efforts to develop a client driven Statement Form Type will be covered in a separate statement of work, signed by CSG and Customer
  - The \*\* statement formats apply to Account Hierarchy leaf accounts. Control accounts do not support statement form types
  - o Support for new \*\* character Company Name and Responsible Party attributes in Commercial Account setup workflow, and provide options for new Envelope Name/Address Block
  - **Note** – may require invoice and envelope design changes with CSG’s Output Solutions Center which will be covered in a separate statement of work signed by CSG and Customer
  - Ability to summarize and prioritize the statement display of services, packages, installs, deposits and prorates
  - CSG currently supports and will continue to support detailed Account Hierarchy Control Account statements summary of Services, Packages, Installs, Deposits, and Prorates
  - o Provide the ability to capture an “Alternate Service Descriptor” on a per account or account item basis for customer charge reconciliation for Account Hierarchy leaf accounts only
  - The “Alternate Service Descriptor” applies to Account Hierarchy leaf accounts. Control accounts do not support the “Alternate Service Descriptor.”
  - Examples include Purchase Order Numbers, Contract IDs, Sales Channel Identifiers, etc.
-

**Exhibit C-9**

**CSG ACP Wireless Module**

**ACP Wireless Module Definition.** CSG's ACP Wireless Module is a substantive modular addition to CSG's ACP/ @ which allows Customer to provide wireless data services through CSG's Provisionable Data Base ("PDB") (previously only applicable to residential voice services) to all of Customer's lines of business for the fees set forth in Schedule F. The ACP Wireless Module permits Customer to define and tax complex wireless data services with extensible data attributes, which will support the collection and storage of complex information. In addition Customer can use the module to pass information to provisioning partners as well as retrieve data for future ordering scenarios.

- The Wireless Module will support both residential and commercial accounts.
  - Multiple pieces of equipment allowed via Parent -Child Relationships for other lines of business. Enables ordering of multiple services associated to a single piece of equipment and multiple pieces of equipment from order entry. This equipment association is a logical association to equipment by filling out a parameter value with equipment information that designates that the parent service belongs to the MAC or ESN identified and is propagated to child services via CSG. Functionality to allow services to be mapped to equipment. Reduces customer service errors in adding equipment to account with no services or services to an account with no valid equipment. This provides for the service to equipment link.
  - Allows wireless equipment to be seen as separate and distinct entity from other pieces of equipment.
  - Wireless Module will support wireless as a separate Line of Business for ordering, scheduling, financials, A/R, and Jobs. In addition, SLBOS, SODI, ENI and VAPI will support the Wireless Line of Business. The foregoing functionality will be made available with the major releases of 2010.
-

**Exhibit C-10**

**CheckFree API**

**CheckFree API** Care Express will provide a web service to process a transaction at a time for inactive, active, and changed records that Customer generates from the file processing with Fiserv (f/k/a CheckFree) directly.

- The web service will update the required fields in ACP and in Care Express®.
  - Care Express® to provide schema for interaction.
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Exhibit C-11

ACP Home Security Module

a) **Home Security Module (“HSM” or “Home Security”)** . Home Security Module allows Customers to process orders and financials for home security independent of Customer’s other lines of business. The Home Security module also provides integration to Customer’s selected third party providers of Home Security Modules, which includes the security monitoring and other home security network devices. For clarification purposes, the Home Security Module does not directly interconnect with the home security monitoring company or directly with Customer devices nor provide security monitoring services to residential or business customers.

The HSM solution includes a number of items that CSG provides through existing or recently developed functionality to support the setup and provisioning of a home security account. As part of the overall customer solution, Home Security will provide the ability to enter orders, capture metadata around the products, bill processing, financial reporting and statement printing for the product.

HSM will add the capability for CSG to distinguish home security as an individual line of business (“LOB”) and process customer defined business rules that are specific to the LOB. As an example, the customer would be able to determine that if an account goes into a seasonal period, then Home Security stays active from a provisioning perspective.

The Home Security Module includes the following:

*Customer Service Support – Requiring ACSR and WFX support*

- ACSR and CCS are required components in providing this support. The client will use CCS to enter orders under the Home Security LOB via ACSR.
- Ability to update orders via WFX

**Billing**

- LOB breakout for financial reporting
- LOB section for Statements
- LOB specific service codes
- Ability to schedule jobs per LOB
- Enhanced Account Reports
- System Edits

**Ordering**

- Individual service order flow for Home Security- enables capability to send Home Security information via SODI and not impact voice or wireless
- Ability to carry complex information within the service flow, establish parent child relationships and additional required information that is stored in the parameter fields
- CSG will provide support for LOB data to a number of interfaces to send provisioning updates to third party providers as required.
- CSG will provide access to the PDB (provisioning database) functionality to allow for relationships between services (Control Console and Camera), extensible data on the products (equipment IDs), more specific serviceability rules, equipment logic to provide additional functionality for service splitting to equipment, and task queues and queue management functionality.

HSM is built upon the ACP and ACP Voice infrastructure and provides residential and commercial functionality for home security that is currently provided for other lines of business.

- As a result of reliance on the ACP/ACPV platform the following requirements apply:
  - **DEG requirements are the same or consistent with the ACSR DEG**
  - **No new SLAs will apply specifically to Home Security Module**
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- **BCP will be consistent with ACSR \*\*\*\*\***

**Implementation/Conversion Services and Fees.** CSG shall provide installation, implementation, and conversion services pursuant to a mutually agreed upon SOW executed by the Parties in connection with Customer's conversion of any Connected Subscribers added by mutual agreement of the Parties to CSG's data processing system subsequent to the execution of this Agreement (the "Implementation/Conversion Services"), if any, for the fees set forth in Schedule F. This would also include movement of any services from existing account structures in other lines of business to the home security line of business for CSG's provision of the Home Security Module.

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## EXHIBIT C-12

### PRECISION eMAIL™

#### A. PRODUCT DESCRIPTION

CSG's Precision eMail™ is a web based email application that allows for real-time trigger or batch sends for transactional or campaign based email messages while providing real-time reporting on each send. In addition, the application offers a business rules engine in order to create dynamic targeted content within the email message in order to deliver unique content to each subscriber. Precision eMail™ and any supplemental components ("Modules") will be implemented in a mutually agreed upon statement of work.

#### B. BASIC COMPONENTS OF PRECISION eMAIL™

##### Content Management:

Emails— Precision eMail™ is a type of message delivered to Customer's Precision eMail™ subscriber.

Customer can create batch and triggered email interactions. Templates— A template is a defined layout to be used when creating a Precision eMail™ message. Portfolio—A portfolio is a single entry point to manage the image, document, and media files that Customer uses and refers to in Customer's Precision eMail™. Customer can see all stored digital assets together in the portfolio. Content library— The content library is a folder that allows Customer to create and store static or dynamic content to be used in a message. Surveys— The surveys feature allows Customer to create surveys that can be included in a Precision eMail™ message or landing page.

##### Subscriber management:

Lists—A list of Customer's subscribers who have subscribed to receive Precision eMail™. Groups—A group is a segment of a list. Profile Management— The attributes file contains the attributes associated with Customer's subscribers in an account (up to 150 per account). Data Extensions—A data extension is a table within the application database that contains Customer's data. Usually, the data that Customer keeps in a data extension relates to a subscriber but does not fit in the Customer's subscriber profile attributes. Data Filters—

Data filters provide far more sophisticated list segmentation than is available with the groups feature. In addition to Customer's subscriber lists, data filters allow Customer to segment other types of lists that Customer keeps in its data extensions. Dynamic Content—With dynamic content boxes, multiple versions of a single content box exist; which version a Customer's subscriber sees in the Precision eMail™ depends on the Customer's subscriber's attributes.

##### Interactions:

Activities—Activities give Customer the ability to automate work that Customer does in the application.

Together with Messages and Programs, Activities can perform many of Customer's recurring processes.

Messages—Messages give Customer the ability to select from a variety of channels through which to communicate with Customer's subscribers. Together with Activities and Programs, Messages can perform many of Customer's recurring processes automatically. Batch: A message send goes to Customer's subscribers that Customer identifies and at a time Customer specifies. Trigger: A triggered message send goes to Customer in response to a Customer's subscriber's action. Programs—Programs give Customer the ability to automate many recurring processes. Currently, Customer can Create, Schedule, Start, Stop, and skip individual scheduled instances of a Program in Precision eMail™.

##### Send Management:

Sender Profiles—Sender profiles allow Customer to create specific "from" name and email addresses to be used when sending Precision eMail™.

Delivery Profiles— Create specific delivery profiles that set the footer and header message to be applied to a Precision eMail™ message.

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Sender Profiles – Allows Customer to mark each send as either transactional or commercial.

Transactional Sends —A Transactional Precision eMail™ message, per CAN-SPAM, is primarily a Precision eMail™ that “facilitates, completes, or confirms a commercial transaction that the recipient has previously agreed to enter into with the sender.” Commercials Sends —A Commercial Precision eMail™ message, per CAN-SPAM, is “any electronic mail message the primary purpose of which is the commercial advertisement or promotion of a commercial product or service.” Commercial messages must include a mechanism to unsubscribe, the physical mailing address of the sender, and (if unsolicited) a notice of advertisement.

Private IP & Domain —Each Precision eMail™ account allows Customer to specify one domain name to use with Customer’s account as well as establishing Customer’s own IP address.

Tracking & Reporting – Provides real-time reporting of Precision eMail™ deliverability and tracking of user interaction per Precision eMail™ message.

API – Set of web services that allows Customer to pass real-time triggers and batch sends via an external source.

#### **C. DESIGNATED ENVIRONMENTS**

“Designated Environment,” means the current combination of other computer programs and hardware equipment that CSG specifies for use with the Precision eMail™ Services, as identified on CSG’s website at list-spamreport@csgsystems.com. Customer will use commercially reasonable efforts to keep its hardware and software in conformance with the Designated Environment specifications that CSG may provide from time to time.

#### **D. OPERATING INFORMATION**

Information regarding the Services, including information about use, availability and service levels, can be found at CSG’s website at <https://my.csgsupport.com> or 888-275-1274.

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**ATTACHMENT 1 TO**

**EXHIBIT C-12**

**PRECISION eMAIL™ TERMS AND CONDITIONS**

Subject to the terms and conditions of the Agreement, as modified by this Attachment 1 to Exhibit C-12, CSG will provide Precision eMail™ to Customer and Customer engages CSG to provide such Precision eMail™. In the event of a conflict between this Exhibit C-12 and the Agreement, the terms and conditions of this Attachment 1 to Exhibit C-12, with respect to the provision of Precision eMail™ described herein, shall prevail

1. **Definitions.**

1.1 "Precision eMail™" means the provision of electronic access to the email marketing software of CSG's vendors over a computer network and related technical support services.

2. **Use.** Customer (and Customer's affiliates) may use the Precision eMail™ only in and for Customer's own internal purposes and business operations. Customer may not use Precision eMail™ as a service for any third party. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of the email marketing software accessed by Customer hereunder, in whole or in part, is granted except as expressly provided in this Agreement. Neither Customer nor any of its affiliates shall reverse engineer, decompile, or disassemble the Precision eMail™ software. Nothing in this Agreement will entitle Customer or any of its affiliates to access or use the source code of Precision eMail™ marketing software.

3. **Pricing; Taxes.** Precision eMail™ will be provided by CSG to Customer for the fees set forth in Schedule F of the Agreement.

4. **Confidentiality.** Notwithstanding the provisions of this Section 4, in the event that the Agreement contains provisions for the confidential treatment of personally identifiable information of Customer's subscribers, such provisions shall remain in full force and effect with respect to the Services provided hereunder. If CSG or its applicable vendor becomes aware of Customer's breach or threatened breach of Article 10 entitled "Confidential Information", CSG or its vendor(s) may suspend any and all rights granted to Customer under this Exhibit C-12 entitled "Precision eMail™ Terms and Conditions" Agreement and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to CSG or its vendor(s).

5. **Indemnification.**

a. **By Customer.** In addition to the provisions of Article 7 of the Agreement entitled "Indemnity," for the limited purpose of the provision of Services provided in this Exhibit C-12, Customer shall indemnify and hold CSG, its applicable vendors, and their officers, directors, employees and agents, harmless from and against any claims, losses, damages, liabilities, costs or expenses of any nature (including reasonable attorney's fees) suffered or incurred by any of them to the extent that such are caused by or arise in connection with (i) a breach of Customer's obligations hereunder, (ii) any material breach of Customer's representations and/or warranties contained herein (iii) any content provided by Customer or any of its affiliates, or (iv) any emails, newsletters, or other materials sent out by Customer or any of its affiliates using the Services.

b. **By CSG.** In addition to the provisions of Article 7 of the Agreement entitled "Indemnity," for the limited purpose of the provision of Services provided in this Exhibit C-12, CSG shall indemnify and hold Customer, and its officers, directors, employees and agents, harmless from and against any third party claims, losses, damages, liabilities, costs or expenses of any nature (including reasonable attorney's fees) suffered or incurred by any of them to the extent that such are caused by or arise in connection with any (i) CSG's introduction, without Customer's direction, of any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive or otherwise objectionable information of any kind

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that would give rise to civil liability or otherwise violate national or foreign law or (ii) material breach of CSG's representations and warranties contained herein.

6. **Customer's Representations and Warranties.** Customer represents and warrants to CSG that:

- a. Customer's agreement to engage CSG to provide Precision eMail™ hereunder does not violate any agreement or obligation between Customer and any third party.
- b. None of the activities for which Customer has engaged CSG to provide Precision eMail™ shall violate any international, federal, state or local law or regulation relating to individual privacy or the distribution of Precision eMail™ messages. Neither Customer nor any of its affiliates will use Precision eMail™ for purposes of, or transmit via Precision eMail™, (i) any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or foreign law, including without limitation the U.S. export control laws and regulations; (ii) any chain letters, pyramid schemes or other deceptive, misleading and/or fraudulent content, (iii) any unsolicited commercial or non-commercial communications, (iv) any email messages with deceptive, misleading or false subject lines or header information that makes it difficult to identify the initiator of the email message, or (v) it will not knowingly insert, or knowingly allow to be inserted, and will use commercially reasonable efforts to prevent insertion of any viruses, Trojan horses, worms, or other harmful components, into the emails, newsletters, or other materials sent out by Customer or any of its affiliates using the Services.
- c. Each person as to whom email addresses are provided to CSG by Customer for Precision eMail™ or any of its affiliates (i) has been or will be given notice of Customer's (or any of its affiliate's) information practices (which practices shall not constitute an unfair or deceptive trade practice or be contrary to any privacy laws or requirements), (ii) has been or will be given a choice with respect to the use by Customer or any of its affiliates of such information, (iii) has been or will be given access to information collected about such person, (iv) can or will be categorized as an "opt-in" recipient by his, her or its agreement with Customer to receive such information via Precision eMail™, and (v) has not and will not have notified Customer or any of its affiliates of his, her or its desire not to receive Precision eMail™ (i.e., no such person has "opted out" of the receipt of Precision eMail™ with respect to Customer or its products or services[ or any of Customer's affiliates or their products or services]).
- d. Upon notification from any person that such person desires not to receive Precision eMail™ with respect to Customer or any of its affiliates or any of their respective products or services, Customer will promptly unsubscribe such recipient.
- e. Customer has reviewed the Anti-Spam Policy and initialed and executed the Anti-Spam Certification set forth in Attachment 2, attached hereto and made a part hereof.

7. **Certification and Acknowledgements.** Customer certifies that it understands and acknowledges that:

- a. CSG or its vendor(s) may, at its sole discretion, refuse to distribute any Precision eMail™ content or other information provided by Customer or any of its affiliates that contains information that CSG or its vendors has reason to believe to be unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive or otherwise objectionable information of any kind that would give rise to civil liability or otherwise violate national or foreign law. In the event CSG refuses to distribute any Precision eMail™ content or other information provided by Customer or any of its affiliates pursuant to this section, CSG agrees to immediately notify Customer of the reason for doing so, provide a sample of the content in question and discuss with Customer how to resolve the matter.
  - b. CSG or its vendor(s) may, in its sole discretion, refuse to distribute any Precision eMail™ to any email address that CSG or its vendor(s) has reason to believe has not granted permission (or otherwise "opted-in") to Customer or its affiliates to send such Precision eMail™ or that CSG or its vendor(s) has reason to believe is otherwise unlawful. In the event CSG refuses to distribute Precision eMail™ to any email
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address pursuant to this section, CSG agrees to immediately notify Customer of the reason for doing so, provide the e-mail address in question to Customer and discuss with Customer how to resolve the matter.

- c. Neither CSG nor its vendor(s) has an obligation to review Precision eMail™ content, email addresses or related information provided by Customer to ensure that such comply with applicable laws and Customer accepts full responsibility for compliance with such laws.
- d. All email addresses shall be supplied solely by Customer. Neither CSG nor its vendor(s) have any obligation to supply, "scrub," or otherwise verify the legal compliance of any email list.
- e. CSG and its applicable vendor are electronic mail service providers. The provision of Precision eMail™ under this Amendment gives Customer the ability to send and/or receive emails. CSG is only an intermediary in sending and/or receiving electronic mail.
- f. Neither CSG nor its vendor(s) will initiate, transmit or cause to be transmitted any email messages created and/or delivered by Customer. Customer is solely responsible for the creation, initiation and transmission of its email messages, including, but not limited to, the content of such email messages, the recipients of such email messages and the timing of such emails.

8. **Outage Policy.** CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT CSG DOES NOT WARRANT THAT PRECISION eMAIL™ WILL BE UNINTERRUPTED OR ERROR FREE AND THAT CSG AND ITS VENDOR(S) MAY OCCASIONALLY EXPERIENCE "HARD OUTAGES" DUE TO INTERNET DISRUPTIONS THAT ARE NOT WITHIN THEIR CONTROL. ANY SUCH HARD OUTAGES SHALL NOT BE CONSIDERED A BREACH OF THIS AGREEMENT. Subject to the foregoing, except for routine maintenance and upgrading the systems managed by CSG or its Vendor, the Precision eMail™ Service shall be fully functional and operation not less than \*\*\*\*\* of the time, \*\*\*\*\*. In the case of routine maintenance or upgrading, CSG shall notify Customer no less than \*\*\*\*\* prior to such outages. If there is an unplanned outage, CSG shall use commercially reasonable efforts to resolve the issue within \*\*\*\*\* from the first report of the issue. Customer's sole and exclusive remedy for CSG's breach of this section shall be \*\*\*\*\*. In addition CSG's compliance with the foregoing shall be \*\*\*\*\*.

9. **Termination.** Either Party may terminate this Attachment 1 to Exhibit C-12 for Precision eMail™ at any time. Upon termination of this Attachment 1 to Exhibit C-12, all services provided to Customer under this Amendment will terminate. Promptly upon termination of this Exhibit C-12 for any reason, Customer must return or destroy, as requested by CSG, all materials pertaining to Precision eMail™ (including all copies thereof).

10. **Limitation of Liabilities.** WITH RESPECT TO PRECISION eMAIL™, THE MAXIMUM LIABILITY OF CSG AND ITS VENDOR(S) HEREUNDER FOR ANY CLAIMS WHATSOEVER IS EXPRESSLY LIMITED TO \*\*\*\*\* THE LIMITATION OF LIABILITY SET FORTH ABOVE SHALL NOT APPLY IN THE CASE OF \*\*\*\*\* NO CLAIM MAY BE BROUGHT BY THE CUSTOMER OR ANY OF ITS AFFILIATES UNDER THIS AGREEMENT MORE THAN \*\*\*\*\* AFTER THE ACCRUAL OF THE CLAIM.

11. **Disclaimer of Warranties.** EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN AND IN THE AGREEMENT, PRECISION eMAIL™ IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN AND IN THE AGREEMENT,

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TO THE MAXIMUM EXTENT PERMITTED BY LAW, CSG EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES WITH RESPECT TO PRECISION eMAIL™, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF PRECISION eMAIL™, WHETHER MADE BY EMPLOYEES OF CSG OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS AMENDMENT, SHALL BE DEEMED TO BE A WARRANTY BY CSG FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF CSG WHATSOEVER.

12. **Customer Trademarks**. Upon receipt of Customer's written authorization, CSG may use the trademarks and trade names of Customer solely in connection with its provision Precision eMail™ as contemplated in this Exhibit C-12.
  13. **Third Party Beneficiary**. Customer understands and agrees that CSG's vendors, if any, are third party beneficiaries to this Amendment.
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**ATTACHMENT A  
ATTACHMENT 1 TO EXHIBIT C-12**

**CSG Anti-Spam Policy**

**Anti-SPAM at CSG**

Customer certifies that it will use CSG's software only to send Precision eMail™ to its subscribers and prospects that have directly consented (opted-in) to receive Precision eMail™. CSG's customers are forbidden to transmit unsolicited commercial email (spam) via CSG's system. CSG does not buy or sell email lists and CSG does not allow its Customers to use purchased or harvested email lists (see below).

Additionally, CSG offers confirmed opt-in as an optional tool for CSG's customers to use to help minimize allegations of spam and abuse. When a list is designated as "confirmed opt-in," CSG's system automatically sends a follow-up email message to each subscriber on such list asking the recipient to verify that he, she, or the company wishes to receive communications via Precision eMail™. Only those subscribers responding affirmatively will be opted-in to future mailings sent via the CSG system.

CSG additionally requires that Customer reconfirm (permission pass) or stop mailing from an existing list when it is determined to be in violation of CSG's anti-spam policies. Repeated violations or failures to comply with CSG's policies will result in termination of Customer's access to Precision eMail™.

**Members Agreement**

Customer agrees not to send unsolicited email messages via Precision eMail™. For any opt-in list of email addresses passed to Precision eMail™, Customer agrees to provide CSG with the source of the email addresses, the method used for recipient signup, and details surrounding the process used, and whatever other information relates to the transaction or sign-up process used. This includes, but is not limited to, date and time of sign up, IP address of sign up, the website from which the sign up is made, and whatever other information Customer has asked of the recipient at the time of sign up.

Customer certifies that it will not use rented or purchased lists, email append lists, or any other list that contains email addresses captured in any method other than opt-in. The use of opt-out lists is prohibited for Precision eMail™. CSG retains the right to review Customer's lists and emails to verify that Customer is abiding by the privacy and permission policies set forth herein. Customer is required to comply with CSG's policies and all applicable laws.

**Protection of subscriber and prospect privacy**

CSG will comply with Article 10 of the Agreement and will keep email addresses secure and private and will not use them for any purpose other than the provision of Precision eMail™.

**Receiving email from Precision eMail™**

Only those Customer's subscribers and prospects who have agreed to receive Precision eMail™ should receive such emails. Customer certifies that all email addresses used in CSG's system are opt-in names that have given permission to Customer to send Precision eMail™. CSG does not allow, nor does it desire that, Customer use Precision eMail™ to send unwanted mail or spam.

**Reporting Unwanted Mail as Spam**

If Customer's subscriber or prospect does not recognize the sender of a Precision eMail™ message, it can report it to CSG as spam by sending it to [list-spamreport@csgsystems.com](mailto:list-spamreport@csgsystems.com). CSG will receive, investigate, catalog, and take action based on such complaints. In addition, messages may be reported to any spam reporting entity, including Spamcop at [www.spamcop.net](http://www.spamcop.net), which provides an easy way to report unwanted email as spam. An email provider's (AOL, Hotmail, Yahoo) "report as spam" mechanism may also be used to notify the ISP that the message is spam. ISPs use such information to determine good senders from bad senders, and CSG will work with ISPs to take action based on such data. Alternatively, there are reputable anti-spam blacklist groups that will identify an issue and inform service providers of that issue. CSG will work with anti-spam blacklist groups and will strive to address all issues to such groups' satisfaction.

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**Removal from an email list**

Each email message sent through Precision eMail™ will contain a link that will allow Customer's subscribers to unsubscribe from receiving Precision eMail™ from the sender. Each Precision eMail™ message will contain an easy and automated way to unsubscribe. Customer's subscribers and prospects may also change their expressed interests at any time. To unsubscribe or change expressed interests, the Customer's subscriber or prospect will need to simply follow the instructions at the bottom of any email. If an unwanted Precision eMail™ is received from the CSG system, Customer's subscriber or prospect will have the opportunity to handle and report the issue according to information provided above.

**Information will not be shared, sold or rented**

CSG will not share, sell, or rent individual personal information without Customer's subscriber's or prospect's advance permission, unless ordered by a court of law. Customer's subscriber's or prospect's information submitted to CSG will be made available only to CSG employees responsible for managing this data.

Questions regard the Anti-Spam Policy should be directed to CSG at 888-275-1274 or by email at list-spam@csgsystems.com.

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**ATTACHMENT A  
TO ATTACHMENT 1 TO EXHIBIT C-12 (CONTINUED)**

Anti-Spam Certification Form

In order to comply with federal law, email best practices, and the policies set forth by ISPs and other email filtering organizations, CSG requires all Customers to certify their compliance with the Anti-Spam email policy as well as the opt-in status of any lists they distribute using the CSG application.

If you cannot provide the certifications requested below, please contact your CSG representative to discuss the means by which Customer's Precision eMail™ distribution list(s) may be brought into compliance with CSG's opt-in list requirements.

**First Certification: Anti-Spam Policy**

I, or another member of my organization, have read and understand CSG's Anti-Spam Policy (attached hereto).

\_\_\_\_\_  
initials

**Second Certification: List Source**

I certify that Customer is the owner of all Precision eMail™ distribution lists and that Customer is solely responsible for the composition and membership of each list.

\_\_\_\_\_  
initials

**Third Certification: List Opt-In Status**

I certify that all of Customer's subscribers and prospects to be used in connection with Precision eMail™ have provided permission to Customer to send them Precision eMail™.

\_\_\_\_\_  
initials

**Certified by Customer: Comcast Cable Communications Management, LLC**

Signature: /s/ Peter Kiriacoulacos  
Name: Peter Kiriacoulacos  
Title: Executive Vice President & Chief Procurement Officer  
Date: 3-25-13

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**Exhibit C-13**

**Intelligent Business Reporting**

(a) **IBR Service Description.** IBR is a business intelligence service offering that provides Customer with access to information from the CSG Vantage® data store. The IBR application provides information through (i) Interactive Reports, (ii) InfoCast Web Reports, (iii) InfoCast Alerts, and (iv) InfoCast Files, as defined below.

**Interactive Reports**

Interactive Reports are pre-defined, web-based reporting templates and/or dashboards hosted by CSG. An Interactive Report allows each Customer-designated user to customize a pre-defined report through such user's selection of filtering parameters and sorting options. The user also can view the output in HTML or in formats that can be downloaded to the user's desktop (e.g., Excel or PDF). To the extent that "drill-down" capabilities are available in selected reports, the user has the ability to isolate particular records of interest. Parameter selections made by a user can be stored by the user for subsequent reuse.

**InfoCast Web Reports**

InfoCast Web Reports are scheduled reports that are delivered to a report library hosted by CSG, and retained in the library on behalf of Customer based on Customer-provided configurable retention parameters. Default storage settings are \*\*\*\*\* for daily, \*\*\*\*\* for weekly, and \*\*\*\*\* for monthly reports. Customer-designated users access the InfoCast Web Reports through a web interface. InfoCast Web Reports can be burst for multiple Customer-designated users based on Customer-designated criteria established in the report (e.g., by sales rep) and an email notification can be sent to the report recipient to advise that a selected InfoCast Web Report is available in the library. Customer may be subject to additional charges if the storage space required to retain InfoCast Web Reports on behalf of Customer exceeds the allotted storage defined in Schedule F of the Agreement (as amended by this Amendment).

Two levels of InfoCast Web Reports are available to Customer, based on Customer's requested level of ongoing support.

- Advanced Reports are developed and maintained by CSG through software release changes.
- Basic Reports are typically less complex than Advanced Reports and may also be developed to meet a Customer-specific need. Customer may provide CSG with the reporting logic (e.g., SQL statements) for a Basic Report or choose to have CSG author the reporting logic. Customer is responsible for engaging CSG through a technical services agreement to enhance or modify an existing Basic Report if/when the underlying Vantage objects change.

Both Basic and Advanced Reports can be scheduled to run intraday, daily, weekly, monthly, or at Customer-specified intervals. The standard lead time for development of Basic Reports is \*\*\*\*\* for Advanced Reports. Each format (Excel, HTML, AHTML, PDF) represents an InfoCast Web Report.

**InfoCast Alerts**

InfoCast Alerts are email alerts created when certain conditions are recognized in the Vantage data (e.g., more than ten (10) trouble call jobs created for the same headend on a given day). InfoCast Alerts can be scheduled to run intraday, daily, weekly, monthly, or at Customer-specified intervals. Each execution of the application logic is considered an application execution for the purposes of billing.

**InfoCast Files**

InfoCast Files are scheduled applications that create data extracts which are compressed, (if necessary) encrypted, and sent to an FTP directory maintained by CSG on behalf of Customer ("InfoCast Pick Up

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Site”). CSG authors the logic to create the report files from Vantage data and enhances or modifies the logic in the event the Vantage data objects change. InfoCast Files applications can be scheduled to run intraday, daily, weekly, monthly, or at specific intervals. Customer accesses the InfoCast Pick Up Site to retrieve the extracted data. CSG maintains the extracted data on the InfoCast Pick Up Site until the earlier of pick up by Customer or \*\*\*\*\*. CSG also maintains a backup copy of each extracted dataset for \*\*\* \*\*\*\*\*. At Customer’s request, CSG will restore a backup copy of an extracted dataset to the InfoCast Pick Up Site. See Schedule F in the Agreement for applicable service fee per restoration.

- (b) **IBR Users.** Customer designates users that will be granted access to IBR as named users (“IBR Users”). “Interactive Users” are IBR Users with access to one or more Interactive Reports. “InfoCast Users” are IBR Users with access to one or more InfoCast Reports or InfoCast Alerts.
  - (c) **Subscriptions.** Customer “subscribes” to an Interactive Report, an InfoCast Report (Basic or Advanced), or an InfoCast Alert by requesting that CSG make the selected report or alert accessible to one or more IBR Users, and/or will “subscribe” to an InfoCast File by requesting that CSG develop and schedule delivery of a data extract from a Vantage schema to the InfoCast Pick Up Site. Each such selection is a “Subscription.”
  - (c) **Sensitive Data.** Customer and CSG agree that only upon specific instruction from Customer and through Statement Of Works, will CSG distribute reports with fields reserved for sensitive data including Credit Card Number, EFT account information, Social Security Number, and Driver’s License. In the event Customer requests CSG to provide such reports, additional fees may apply.
  - (d) **IBR Deployment, adding/changing IBR Components, Discontinuance of IBR Components.** The following processes shall be used to deploy IBR, add/change IBR components, and discontinue IBR components.
    - (i) **Initial Implementation.** The initial implementation of IBR shall be defined in a statement of work (“SOW”). The SOW shall specify: (i) the scope of the initial deployment including the number of users for Pilot and GA environments if applicable, and the number and description of the InfoCast Web Reports, InfoCast Alerts, Interactive Reports, or InfoCast files to be deployed; and (ii) pricing for implementation, along with mutually agreeable schedule and project milestones.
    - (ii) **Additional IBR Subscriptions.** Additional report /alert subscriptions shall be identified and defined in a statement of work consistent with the content defined in 2(a) of this Amendment.
    - (iii) **Additional IBR Users.** Customer requests additional IBR Users through an approved Service Request Form (“SRF”).
    - (iv) **Administrative Changes.** Customer may from time to time request CSG to delete or otherwise modify IBR Users, or modify execution schedules for InfoCast Reports, Alerts or Files. Such requests are documented through an SRF, allowing \*\*\*\*\* for completion. Each such change shall be a “User Administration Change.”
    - (v) **Technical Services.** Customer may request technical services from CSG for development or enhancement of reports, alerts, or InfoCast Files. Customer may also request other data activities required to meet Customer’s specific requirements pursuant to a letter of authorization (“LOA”) or SOW to commence services. Customer shall have no right or claim to any software, logic, or documentation arising from CSG’s delivery of such technical services.
    - (vi) **Discontinuing IBR Components.** Customer may discontinue one or more IBR components through an approved SRF received by CSG no less than \*\*\*\*\* prior to the requested date for discontinuance.
  - (e) **IBR Bundle .** Customer may choose to participate in an incentive offer (“IBR Bundle”) to encourage Customer’s use of the IBR service.
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**The IBR Bundle shall include:**

- Up to \*\* IBR Users Per Vantage Schema
  - Includes an aggregation of InfoCast and Interactive Users
- Up to \*\* Interactive Reports Per Vantage Schema
- Up to \*\* InfoCast Reports Per Vantage Schema
  - Each market is entitled to up to \*\* gig of storage for InfoCast Reports Per Vantage Schema
- CSG shall make available up to \*\* of IBR development per \*\* for the initial \*\* for each participating IBR market (schema). These are hours are to be used exclusively for IBR Bundle development and under no circumstances shall the number of hours exceed \*\* annual IBR Bundle development \*\* for the Customer's entire enterprise.

For each participating market, CSG will provide the IBR Bundle for the lesser of the \*\* \* \*\* or initial \*\* of subscription to the IBR Bundle ("IBR Dedicated Development Period"). Upon the conclusion of the initial subscription period, Customer will revert back to pricing defined in Schedule F.

Customer shall pay the fees in Schedule F of the Agreement for the IBR Bundle.

**(f) Change in Report File Delivery for CSG Production Reports Versus CD ROM**

Customer has previously provided a Service Request Form to CSG to discontinue the delivery of CD ROM/DVD for report archives for all markets. In exchange, CSG provided a file transfer protocol for all markets' production reports to the Customer's third party vendor of choice for report archival. This vendor was the \*\*.

CSG and Customer formally agree that CSG will no longer create and/or deliver physical CD Rom/DVD for Customer's production reports, and is no longer obligated to retain and distribute CD Rom/DVDs. Instead, CSG will continue to deliver report files to the \*\* on behalf of the Customer. In the event that Customer chooses to direct report files to an alternative third party vendor of its choice, or elects to use a CSG web reporting application for report archiving, Customer will provide CSG with \*\* notice prior to the desired project implementation via a Service Request Form.

The Parties agree that CSG will retain \*\* and \*\* of production report data to support Customer's business. Should CSG have need to access report data no longer retained by CSG and then make this need known to Customer, Customer shall access applicable reports from Customer's chosen third party vendor and make such reports available to CSG in a timely manner. If Customer requests CSG to retain data for a longer period of time, Customer agrees that it shall do so via a written request to CSG, CSG will then start the retention of production reporting data beyond the \*\*, but \*\* via CSG's web reporting application (Vantage Plus). In such an event CSG and Customer agree that access shall be for no more than \*\* Users and the data shall be provided in a HTML/PDF format. Should Customer desire to access any additional functionality from CSG's Vantage Plus application, CSG and Comcast shall negotiate in good faith an amendment to the Agreement with fees.

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**Exhibit C-14**

**Customer Value Optional Table in CSG Vantage®**

**Customer Value Optional Table in CSG Vantage®.** Customer shall have access to CSG's Customer Value Optional Table in CSG Vantage. The Customer Value Optional Table in CSG Vantage provides Customer with the ability to query the monthly recurring value associated with its customers, accounts, and services. This feature in CSG Vantage allows Customer to query \*\*\*\* \*\* of historical item value records once history has been built, as well as forecasting the monthly recurring value of items up to \*\*\*\* \*\* into the future. Implementation services and lead times will be set forth in a mutually agreeable Statement of Work.

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**Exhibit C-15**

**UDF Cards 1-143 Vantage Optional Table in CSG Vantage®**

**UDF Cards 1-143 Vantage Optional Table in CSG Vantage®** Customer shall have access to CSG's current UDF Cards 1-143 Vantage Optional Table in CSG Vantage. The current UDF Cards 1-143 Vantage Optional Table in CSG Vantage provides Customer ad hoc reporting capabilities against User Data File settings defined on cards 1-143. Implementation services and lead times will be set forth in a mutually agreeable Statement of Work.

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**Exhibit C-16**

**Total Service Code Statistics Optional Table in CSG Vantage®**

**Total Service Code Statistics Optional Table in CSG Vantage®.** Customer shall have access to CSG's Total Service Code Statistics Optional Table in CSG Vantage. The Total Service Code Statistics Optional Table in CSG Vantage provides Customer with the ability to query detailed item and order activity that can be queried and summarized to reconcile to the CPPM-504 Total Service Code statistics report. Implementation services and lead times will be set forth in a mutually agreeable Statement of Work.

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**Exhibit C-17**

**CSG's Event Management**

**CSG's Event Management.** CSG's Event Management is comprised of CSG Interactivate which provides the basis for custom workflows and business rules to be developed as part of the implementation project or follow-on projects to enhance messaging capabilities.

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**Exhibit C-18**

**Product Configurator Billing Configuration Edition**

**“Product Configurator Billing Configuration Edition.** The Product Configurator Billing Configuration service will define certain of Customer’s service and package billing code tables that will allow Customer, using the ACPx interface, to perform near real time updates of the applicable code tables provide a more robust definition and validation for certain of CCS® Product Configurator code tables, including 9xx, TM, TR, TT, 03 and CT44.”

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**Exhibit C-19**

**Product Configurator—Enhanced Sales Edition**

**“Product Configurator (PC) – Enhanced Sales Edition (ESE).**

CSG Product Configurator – Enhanced Sales Edition is a centralized application supporting the definition of attributes required to operate and customize products that are sold and delivered within a CSG Customer’s business. ESE provides the ability to define marketing products and bundle those products into marketable offers which are in turn sold through ACSR.

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**Exhibit C-20**

**Direct Sales Express – Full Service Version**

**Direct Sales Express™ (“DSX”) – (Full Service Version)** is a Service that automates and streamlines the order entry and scheduling processes for mobile direct sales channel operations in broadband organizations. This service functionality includes the following primary components:

- **Lead/prospect management** – activity, interaction and status tracking of prospect database; lead prioritization and routing
  - **Sales force management** – resource scheduling; route optimization; mapping
  - **Order management** – ACP Enhanced Campaigns integration to CSG products and services; customer and order details; risk management; and scheduling
  - **Direct Sales Express™ mobile application** – offer presentation; order processing; scheduling; payment processing; signature capture; receipt printing, via any web enabled Mobile/PDA device that complies with the current DSX designated environment guide (as updated and published quarterly by CSG)
  - **Job processing** – equipment transaction; addressable commands; job start/end; signature capture and job receipt; and resolution codes
-

**Exhibit C-21**

**AIU Optional Table in CSG Vantage®**

**AIU Optional Table in CSG Vantage®.** Customer shall have access to CSG's AIU Optional Table in CSG Vantage®. The AIU Optional Table in CSG Vantage® provides Customer with the ability to query authorization profile details from the AIU screen in CCS. The AIU Screen contains authorization profiles for services, service groups, events and statuses.

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**Exhibit C-22**

**Pending UDF Cards and 9XX Service Changes Vantage Optional Table**

**Pending UDF Cards and 9XX Service Changes Optional Tables in CSG Vantage®.** Customer shall have access to CSG's Pending UDF Cards and 9XX Service Changes Optional Table in CSG Vantage®. The Pending UDF Cards and Service Changes Optional Table in CSG Vantage® provides Customer with the ability to query ad hoc reporting capabilities of pending changes defined on UDF cards 1-143 as well as all service pending code changes.

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**Exhibit C-23**

**OJC Data Optional Table in CSG Vantage®**

**Query OJC Optional Table in CSG Vantage®.** Customer shall have access to CSG's Query OJC Data Optional Table in CSG Vantage®. The OJC Data Optional Table in CSG Vantage® provides Customer with the ability to query on Order Job Creation logic used to assign job types based on the type of orders and Items entered on an order.

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**Exhibit C-24**

**Financial Forecaster in CSG Vantage®**

**Financial Forecaster in CSG Vantage®.**

CSG Financial Forecaster. CSG Financial Forecaster is a service that offers a flexible distribution of "Financial Snapshot" summary production reports and files that can be delivered in accordance with Customer's chosen schedule (daily, weekly, custom e.g. 3 days a month) or On Demand.

**Financial Snapshot Reports** : Financial snapshot reports are a collection of financial reports that are run in accordance with the customer's defined reporting schedule. Please note that Financial Snapshots are used to facilitate forecasting efforts. Financial Snapshot reports cannot be run on customer's actual month end.

Customer shall have access to the eleven (i.e. CPSM-318 Financial Summary Report CPSM-300 Accounts Receivable Journal, CPSM-302 Monthly Monetary Transaction Journal, CPSM-304 Monthly Adjustment By Reason Report, CPSM-306 Payment Adjustment Composition Report, CPSM-308 Monthly Earned and Unearned Revenue Report, CPMM-504 Total Service Code Statistics Report, CPMM-506 Ala Carte Statistics Report, CPMM-508 Package Code Statistics Report, CPRM-006 Royalty Account Report and CPPM-010 Event Order Royalty Report) Financial Snapshot summary reports, files, and Vantage tables via CSG Vantage Plus®, Vantage Tables® or through the delivery of SFTP files.

All files will be delivered via FTP. CSG maintains the extracted data on the FTP directory until the earlier of pick up by Participating Affiliate or \*\*\*\*\*. CSG also maintains a backup copy of each extracted dataset for one hundred twenty (120) hours. At Participating Affiliate's request, CSG will restore a backup copy of an extracted dataset. File restoration charges are included in Schedule >>>

All Financial Snapshot reports will be retained for \* \* \* \* \* in the Vantage Plus application.

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**Exhibit C-25**

**Order, Job and Item Updates Optional Table in CSG Vantage®**

**Order, Job and Item Updates Optional Tables in CSG Vantage®.** Customer shall have access to CSG's Order, Job and Item Updates Optional Tables in CSG Vantage®. The Order, Job and Item Updates Optional Table in CSG Vantage® provides Customer with a set of tables that reflect only changes to Orders, Jobs, and Items that were processed for a given day. Each record is tagged with an identifier (Insert, Change, or Delete). These tables may be queried to extract records for feeding data warehouses, or may be queried in Vantage to identify activity pertaining to that particular day. These transactions will be retained in Vantage for \*\*\*\*\* days. Pricing for Order, Job, and Item updates applies up to \*  
\*\*\*\*\*. Additional fees may apply beyond 1 billion records per month.

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**Exhibit C-26**

**Mass Change Platform (MCP)**

“**Mass Change Platform (MCP)**. Mass Change Platform (MCP) is an application that provides the user with the flexibility to enter, schedule, submit, execute, and monitor requests for mass changes to fields that are normally editable in the house and order objects of the CSG System.

MCP will allow the user to update en masse attributes associated with:

- Accounts – For example: change VIP code on Account records.
- Locations – For example: change Dwelling Type on House records.
- Orders (Offer Management & ACP) – For example: cancel open Non-pay Order records.

MCP will also allow the user to generate en masse:

- Orders (Offer Management & ACP) – For example: create no-truck Orders to add services.
  - Miscellaneous Adjustments – For example: generate debit or credit Monetary Adjustments on Accounts.”
-

**Exhibit C-27**

**Configurable Line of Business Functionality (C-LOB Functionality)**

“Configurable Line of Business Functionality (“C-LOB Functionality”). The C-LOB Functionality which is distinguished from C-LOB, allows the Customer the ability to configure services and business rules within CSG’s Product Configurator. These configured lines of business will enable Customer to pass data specific to such line(s) of business to interfaces and statement and usage processing systems. The C-LOB Functionality however, does not include implementation into CSG’s CCS or Print and Mail Services which would require the Customer to enter into a Statement of Work in order to allow CSG to provide analysis and review of the configured line of business to make a determination as to whether CSG will be able to process on CCS or through their Print and Mail.”

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**Schedule D**

**DESIGNATED ENVIRONMENTS**

The Designated Environment information in this schedule applies only to the CSG Products actually licensed by the Customer and may be subject to change in accordance with Schedule B of the Agreement.

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# ACSR® Windows Designated Environment

Effective Date: June 2008

## The ACSR product family includes:

- w ACSR 7.x with ACP On
- w ACSR 7.x with ACP Voice On
- w ACSR 7.x with ACP Offer Management (ACSR/OFM) On
- w ACSR 7.x with Commercial On
- w ACSR 7.x with Customer Interaction Tracking (CIT) On
- w ACSR 7.x with Application Object Interface (AOI) On
- w ACSR 7.x with HSD On

## Supported Operating Systems—ACSR Family of Products

Operating System	ACSR	ACSR (ACP) with Offer Management	ACSR Commercial	Voice	HSD	CIT	AOI with TCP/IP
Windows Vista Business(1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Windows XP Professional(2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes

### (1) Windows Vista Business

- Windows Vista Business is supported.
- Windows Vista Home edition is not supported.
- Proper installation of ACSR on Windows Vista requires the ACSRInstallUtility to be installed prior to installing ACSR. For best results it has been found that the UAC should be turned off while installing the Install utility and once completed the UAC can be turned on and the system should be re-started. This install utility will handle the permissions required to register the .dll and .ocx files used by the ACSR application.

### (2) Windows XP

- Windows XP Professional is supported
- Windows XP Home edition not supported
- CSG strongly recommends running with the latest service pack as provided by Microsoft.
- Within the XP domain, users should be defined as Power Users or Administrators. The ACSR application requires registration of OCX and DLL files in the Windows registry and, similar to Windows 2000, Microsoft has granted this ability to users with Power User or greater privileges.
  - o If the client network administrator does not want to define users as Power Users or Administrator, then the Microsoft compatible security template that opens up the default access control policy for the Users group must be installed. Installation of this template will allow ACSR to install and function correctly. For more information about this template, please contact Microsoft Support.
- To ensure proper installation and execution of ACSR, ANDS client version 2.0.21 or greater must be used. When installing the ANDS client on the XP desktop, the installing user must be an Administrator on the XP domain.

## Server Requirements

Currently Available Server Hardware	Master Distribution Server	Remote Distribution Server
Sun Netra 210	X	X
Sun Fire X2200 M2's	X	X
Sun Enterprise T5240 (with customer-Configured LDOM's (virtual servers))	X	

- DVD drive is required for ALL Sun Servers.
- Server model, number of CPU 's, memory and disk storage are based on customer's requirements.
- Server hardware not listed above should be reviewed by CSG.

### REQUIRED SERVER SOFTWARE

(The current version of all listed software will be used unless otherwise noted)

	ACSR → (Master ONLY)	ACSR → (Remote Only)	ACSR → W/CIT(1)
Sun Solaris v2.8 and v2.9 (v8 or v9) with current patches (kernel patch 117350-06 or higher)	X	X	X
Sun Solaris 10(2)	X	X	X
Sun Solaris 10 x86-64bit AMD(3)			
Samba software - versions available: 1.9.15p8 (requires ports 137, 138, & 139 open on customer firewall/switches) 3.1.14a (requires port 445 open on customer firewall/switches and Solaris v 2.8 or higher)	X	X	X
Hewlett Packard JetAdmin for Solaris (bundled with HP JetDirect) v 10.34	X	X	X
Veritas Volume Manager current version			X

- (1) CSG no longer sells CIT in a non-hosted environment. Hosted CIT requires client to purchase CSG's "Third Party Communications Software"; Hosted CIT client does not need to purchase Oracle and Tuxedo licenses.
  - (2) Sun Solaris 10 without containers.
  - (3) Sun Solaris 10 x86 is currently only certified with Sun Fire X2100 M2.
-

## **Printing**

CSG recognizes that printing reports is a crucial part of managing business and has provided the following section below when considering new printers for purchase or determine if existing printers can be compatible. As there is a vast amount of printer manufacturers and models available and the different technologies used, CSG cannot certify nor guarantees that each model will work as expected. Clients are responsible for obtaining printers they wish to test as well as verifying all printing functionality. As a reference, listed below are printer manufacturers/models that at one point have been used by CSG clients or are upgrade equivalents. Additional information on CSG Form types and on the process of setting up the print spooler is available upon request. Please contact your SBU Representative.

### **Printer Guidelines/ Recommendations**

- 1) Network Connectivity: Hewlett Packard External Jet direct EX module with SNMP capability (Printer interface external box required for system printing).
- 2) Printer RAM: Ensure the printer selected has the necessary RAM to support the job types and job sizes requested to be spooled for print.
- 3) Alebra Brixton OpenClient software for Solaris minimum release R4.1.3.5; Allows 3287 emulation for mainframe printer connections. Provides CSG the ability to troubleshoot print job data from the mainframe to the spooler (server disk).
- 4) Network Cards/Devices: Sun Network Interface Hardware required with third party network providers.

### **Printers**

#### **Suggested printer manufacturers/ models:**

IBM 6500 all models (For reports) (with parallel port) (do not order with internal Ethernet card) (New by manufacturer) (Replaces several of the IBM 6400 models)

IBM 4247 model 003 (For reports) (with parallel port) (do not order with internal Ethernet card) (New by manufacturer) (Replaces the IBM 4226, 4230, and 4232 models)

Lexmark 4227 Plus- (work order printer)

Okidata ML 320 Turbo—(For cash register receipts)

LaserJet Printers (For screen prints) – Most LaserJet printers should be compatible.

Please Note: Additional software is needed to support printing

- 1) Current version of Rumba is required for all cash register receipt/ outage detection printing.
-

## Client Workstation Requirements

ACSR Client Workstation Hardware					
Product Type	Operating System	CPU		RAM	
		Type/Speed (clock)		Minimum (1)	Optimal
		Minimum (3) (4)	Optimal		
ACSR/ACP	Vista (Business) (1) / XP (Professional) (2)	500 MHz	1.8 GHz	512 MB	1 GB
Notice – ACSR/ACP CPU and RAM requirements will be upgraded to the following as of 03/30/2011		SC 3.2GHz DC 1.8GHz	SC - N/A DC 2.6 GHz	1 GB	2 GB
ACSR Commercial (5)	Vista (Business) (1) / XP (Professional) (2)	SC 3.2 GHz DC 1.8 GHz	TBD	2 GB	3 GB
Notice – ACSR Commercial CPU and RAM requirements will be upgraded to the following as of 03/30/2011		SC - N/A DC - TBD	SC - N/A DC - TBD	TBD	TBD
ACSR Offer Management	Vista (Business) (1) / XP (Professional) (2)	1.8 GHz	2.33+ GHz	1 GB	2 GB
Notice – ACSR Offer Management CPU and RAM requirements will be upgraded to the following as of 03/30/2011		SC - 3.2GHz DC - 1.8 GHz	SC - N/A DC - 2.6 GHz	1 GB	2 GB
Minimum Video Requirements : 1024 x 768 x 256 colors, small font					

### (1) Windows Vista

- Windows Vista Business supported.
- Windows Vista Home edition is not supported.
- Proper installation of ACSR on Windows Vista requires the ACSRInstallUtility to be installed prior to installing ACSR. For best results it has been found that the UAC should be turned off while installing the Install utility and once completed the UAC can be turned on and the system should be re-started. This install utility will handle the permissions required to register the .dll and .ocx files used by the ACSR application.

### (2) Windows XP

- Windows XP Professional is supported
- Windows XP Home edition not supported
- CSG strongly recommends running with the latest service pack as provided by Microsoft.
- Within the XP domain, users should be defined as Power Users or Administrators. The ACSR application requires registration of OCX and DLL files in the Windows registry and, similar to Windows 2000, Microsoft has granted this ability to users with Power User or greater privileges.

o If the client network administrator does not want to define users as Power Users or Administrator, then the Microsoft compatible security template that opens up the default access control policy for the Users group must be installed. Installation of this template will allow ACSR to install and function correctly. For more information about this template, please contact Microsoft Support.

- To ensure proper installation and execution of ACSR, ANDS client version 2.0.21 or greater must be used. When installing the ANDS client on the XP desktop, the installing user must be an Administrator on the XP domain.

(3) **Minimum Requirements** are specific to the ACSR application itself. Requirements do not take into consideration if additional desktop applications are loaded/running.

(4) **SC = Single Core/ DC = Dual Core machine** . In 2011, SC machines will no longer suffice the minimal requirements for ACSR Commercial. In 2011, SC machines will also no longer be listed as an optimal configuration for any product type; to have optimal, machines must be DC.

### (5) ACP Commercial



- The ACP Commercial desktop requirements are current at the time of the publication of this DEG version.
- Additional changes are subject to change based on further evaluation and testing.

<b>ACSR Client Workstation Software</b>		
	<b>Platform</b>	
	<b>Windows Vista (Business )(1)</b>	<b>Windows XP (Professional)(2)</b>
<b>Operating Systems</b>		
Microsoft Vista Business	X	
Microsoft XP Professional through Service Pack 2.0		X
<b>ACSR /OFM</b>		
.Net framework v 3.5 (3)	X	X
WSE v 3.0 (Web Services Enhancements) (3)	X	X
<b>Host Access</b>		
Rumba version 7.5 (4)	X	X

**(1) Windows Vista**

- Windows Vista Business is supported.
- Windows Vista Home edition is not supported.
- Proper installation of ACSR on Windows Vista requires the ACSRInstallUtility to be installed prior to installing ACSR. For best results it has been found that the UAC should be turned off while installing the Install utility and once completed the UAC can be turned on and the system should be re-started. This install utility will handle the permissions required to register the .dll and .ocx files used by the ACSR application.

**(2) Windows XP**

- Windows XP Professional is supported.
- Windows XP Home edition not supported.
- CSG strongly recommends running with the latest service pack as provided by Microsoft.
- Within the XP domain, users should be defined as Power Users or Administrators. The ACSR application requires registration of OCX and DLL files in the Windows registry and, similar to Windows 2000, Microsoft has granted this ability to users with Power User or greater privileges.
- If the client network administrator does not want to define users as Power Users or Administrator, then the Microsoft compatible security template that opens up the default access control policy for the Users group must be installed. Installation of this template will allow ACSR to install and function correctly. For more information about this template, please contact Microsoft Support.
- To ensure proper installation and execution of ACSR, ANDS client version 2.0.21 or greater must be used. When installing the ANDS client on the XP desktop, the installing user must be an Administrator on the XP domain.

**(3) ACSR/OFM : .Net framework/ WSE**

- This required software is available for download on the Microsoft.com website at no cost. On the Microsoft website perform a search for .NET 3.5 or a search for WSE 3.0 which will take you directly to the page where it can be downloaded.

**(4) Clients utilizing IP Gateway do not need Rumba for ACSR. Rumba access required for CCS based transactions, report management, cash register receipt and outage detection printer support.**

Database/Reporting	Platform	
	Windows Vista (Business )(1)	Windows XP (Professional)(2)
Oracle SQL Net v2.1.4.1.4 runtime (for CIT; for PCs with Forest & Trees® reporting tool)	X	X
Forest & Trees® Builders Edition v7.0 or higher (Optional reporting tool for PCs performing reporting queries)	X	X
Oracle 10g Release 2, 32 - bit client (3)	X	X

**(1) Windows Vista**

- Windows Vista Business is supported.
- Windows Vista Home edition is not supported.
- Proper installation of ACSR on Windows Vista requires the ACSRInstallUtility to be installed prior to installing ACSR. For best results it has been found that the UAC should be turned off while installing the Install utility and once completed the UAC can be turned on and the system should be re-started. This install utility will handle the permissions required to register the .dll and .ocx files used by the ACSR application.

**(2) Windows XP**

- Windows XP Professional is supported.
- Windows XP Home edition not supported.
- CSG strongly recommends running with the latest service pack as provided by Microsoft.
- Within the XP domain, users should be defined as Power Users or Administrators. The ACSR application requires registration of OCX and DLL files in the Windows registry and, similar to Windows 2000, Microsoft has granted this ability to users with Power User or greater privileges.
  - o If the client network administrator does not want to define users as Power Users or Administrator, then the Microsoft compatible security template that opens up the default access control policy for the Users group must be installed. Installation of this template will allow ACSR to install and function correctly. For more information about this template, please contact Microsoft Support.
- To ensure proper installation and execution of ACSR, ANDS client version 2.0.21 or greater must be used. When installing the ANDS client on the XP desktop, the installing user must be an Administrator on the XP domain.

(3) Oracle 9I client for Windows 9.2.04 will continue to be supported.

**For Voice Back-Office Requirements,** CSG uses a Thin Client for Back-Office. This requires Internet Explorer 6.0 or greater. Please contact your Strategic Business Unit (SBU) representative for questions and more information.

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## ACSR (Web Enabled) Designated Environment\*

Effective Date: May 2008

### The WE ACSR product family includes:

- w ACSR 7.x with ACP On
- w ACSR 7.x with ACP Voice On
- w ACSR 7.x with ACP Offer Management On
- w ACSR 7.x with Customer Interaction Tracking (CIT) On
- w ACSR 7.x with Application Object Interface (AOI) On
- w ACSR 7.x with HSD On

### ACSR (Web Enabled) Client Workstation Software

Operating Systems (Tested) (Due to the nature of the Web Enabled product; any OS supporting the required browsers will be supported. (1) )	Windows XP (Professional)	Windows Vista (Professional)
Microsoft XP Service Pack 1.0	X	
Microsoft Vista Professional		X

(1) CSG will continue to support the Windows 2000 operating system through January 31, 2009. After January 31, 2009, CSG will only support the ACSR product on the Windows XP Professional operating system and the Windows Vista Professional operating system. When utilizing Windows 2000, it is required that service pack 2 be installed to support CSG Web Enabled applications.

### Other Software Considerations

Internet Explorer 6.0 or higher is required. Browser must be able to support Plug-Ins or Active X controls and have 128-bit SSL encryption enabled.

Listed Operating Systems are those that are currently tested by CSG and supported by Microsoft. If customer decided to utilize a different operating system than that listed within this DEG, they must ensure that the basic browser requirements are met.

Citrix ICA Web Client: Citrix XenApp, Citrix Presentation Server Web Client—latest version (download from: <http://www.citrix.com/English/SS/downloads/downloads.asp?dID=2755>)

#### AOI Proxy

For use with the Application Object Interface please review the AOI Proxy section of the AOI Developers Guide.

All applications will need to reside locally on the Citrix servers managed by CSG.

CSG does not maintain user specific configuration / log files for any third party applications that are deployed in the Citrix environment.

All user specific configuration fields should reside on the clients local drive. The local 'C' drive is accessed with a Citrix session through the following UNC mapping: \\client\$c\$

### Networking Requirements

Internet connection via Internet Service Provider (ISP), direct connect or dial-up

### ACSR (Web Enabled) Client Workstation Hardware

#### Processors

Processor must be able to support a Microsoft Internet Explorer 6.0 browser or higher

Tested platforms include: Compaq, IBM, Gateway E3200-350 and Dell Business Class computers with Intel Pentium, Pentium II, Pentium III and Celeron processors designated as Microsoft Windows NT certified and Year 2000 compliant.

**Printers**

IBM 4226—533 characters per second (cps)—(work order printer) [supported, no longer sold]  
IBM 4230—(413 or 4S3)—600 cps – (work order printer) (do not order with internal Ethernet card)  
IBM 4232 – 600 cps – (work order printer)  
Lexmark 4227 Plus- 533 cps—(work order printer)  
IBM 4247 model 003 (For reports) (with parallel port) (do not order with internal Ethernet card)  
IBM 6400 model 005—(work order printer) [supported, no longer sold]  
IBM 6400 model 050—(work order printer) (with parallel port) (do not order with internal Ethernet card)  
IBM 6400 models 008 and 012—(For reports) [supported, no longer sold]  
IBM 6400 model 010 and 015 (For reports) (with parallel port) (do not order with internal Ethernet card)  
IBM 6500 all models (For reports) (with parallel port) (do not order with internal Ethernet card)  
Hewlett Packard LaserJet 5000N—(For screen prints)  
Okidata ML 320 Turbo —(For cash register receipts)

\*This is the designated environment for ACSR 6.x running in CSG's Web Enabled environment only. This document also covers the designated environment required for the Security Administration tool provided by CSG. Please refer to the ACSR designated environment for the standard ACSR product family.

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## CSG Screen Express® Designated Environment

Effective: November 2007

**Note: CSG Screen Express requires CSG ACSR and AOL. The AOI functionality that enables Screen Express functionality is included in the Screen Express license. AOI has other functionality than what is being used in Screen Express.**

**CSG Screen Express is inherent to the ACSR product and therefore requires the ACSR product to execute properly. Please refer to the ACSR DEG to ensure that all ACSR requirements are met before utilizing Screen Express.**

### Screen Express / ECR - CTI Server Requirements

#### **CTI Server Environment:**

Windows Server Class machine – Dual P4 2.4 GHz or greater, 2 GB RAM, 80 GB available hard drive space, TCP/IP services—network card (10/100/1000 MB), Windows 2000 Server/2000 Advanced Server/2003 Server with latest service packs, MSMQ services, IIS 5.0 or greater, MS .Net Framework 2.0, MS SQL 2000 or MS SQL 2005.  
Networking – server requires FTP access to outside (IntraNext Systems) and internet access.  
(Drive space based on 60 days CDR retention)

#### **Screen Express Desktop Workstation**

Windows Workstation Class machine – PIII 500 MHz or greater, 256 MB RAM (512 MB recommended), 30 MB available hard drive space; Windows 2000(+Pro)/Windows XP(+Pro)/Windows Vista(+Pro), MS .Net Framework 2.0.

#### **Screen Express / ECR — ACD Options**

**Aspect ACD** – CallCenter Software version 6.2 – 9.1 inclusive. Requires Application Bridge Link and Event Bridge (Ethernet), or Contact Server 5.2 or greater.

**Avaya Communications (Lucent) Definity G3 ACD** – System Software version 6.0 or greater. Requires a MAPD card and available ASAI link, or AES Server including DLG license package. Interface is native ASAI software package (ASAI-Plus required for adjunct routing in vectors to support ECR).

**Nortel/Meridian** – Any Nortel Meridian ACD Software Release 25.30 or greater that supports and includes SCCS (Symposium Call Center Server) 4.01 or greater, AND either Nortel TSP (TAPI Service Provider) 2.3 or greater required, including TSP licensing equal to the total number of monitored devices (Screen Express seats, IVR ports, etc.), OR NCCT 5.0 or greater.

**Aastra (Intecom) IBX** – For CTI functionality the switch platform must be an E series (E3M, E14M, E21M, etc.) running software release 4.10 or greater. Software packages must include PRI (Primary Rate Interface), ANI support, and an available OAI (Open Application Interface) Link.

**Siemens/Rolm** – HICOM 300 series (9751/9006 or greater) with CallBridge for Workgroups (CSTA version only).

#### **Additional Features and Notes**

**Outbound Dialer Integration:** Current certification exists on the following Dialers. For additional dialer integration please contact your account specialist.

Avaya PDS Dialer (formerly Mosaix) using DDE connection

Davox Dialer using IP socket connection

**Enhanced Call Routing:** Current certification for this functionality exists with the following switch types. For additional switch integration please contact your account specialist.

**Aspect ACD** – CallCenter Software version 6.2 – 9.2 inclusive. Requires Application Bridge Link and Event Bridge (Ethernet), or Contact Server 5.2 or greater.

**Lucent/Avaya Communications Definity G3 ACD** – System Software version 6.0 or greater. Requires a MAPD card and available ASAI link, or AES Server with DLG license package. ASAI + software package.

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## CSG Statement Express® Designated Environment

Effective: 11/1/07

### CSG Statement Express Client—Stand Alone Environment (1)

#### Platform Supported

OnDemand Content Manager version 7.1.2.0

See current Designated Environment requirements for Windows XP or Windows 2000

#### Desktop Software Requirements

IBM OnDemand

#### Minimum Processor

An IBM-compatible PC with an Intel Pentium or Celeron 500 MHz

#### Minimum Free Disk Space

100 MB of free hard disk space

#### Minimum Memory

128 MB of RAM

256 MB of RAM is recommended when running Statement Express with multiple desktop applications

#### Network Cards/Devices

Ethernet or Token Ring network adapter

#### Minimum Video Requirements

A super-VGA and adapter with at least 1024x768x256 colors

#### Printer

Any MS Windows supported printer

### CSG Statement Express Client—ACSR Integrated API Version 2 (2)

#### Platform

See current Designated Environment requirements for ACSR

#### Desktop Software Requirements

Adobe Acrobat Reader version 7.0 or higher (Requires Plug-ins)

Internet Explorer 6.0 or higher

#### Minimum Processor

See current ACSR Designated Environment

#### Minimum Free Disk Space

See current Designated Environment requirements for ACSR.

#### Minimum Memory

See current Designated Environment requirements for ACSR

(1) Requires INTERNIC registered address.

(2) Requires CSG ACSR and INTERNIC registered address.

\*IBM OnDemand shall only be used with CSG Statement Express and the integrated applications and shall not be used with any other product or service of CSG or any other third party.

## CSG Care Express™ Designated Environment

Effective November 2006

### **Care Express in a Service Bureau Environment**

CSG operates and maintains the product on its hardware and software and provides URL link(s) for the client web site.

#### **Module A- Electronic Bill Presentment and Payment (EBPP) Designated Environment for the customer and end user:**

Enhanced Statement Presentment (ESP)

If viewing .pdf statements, Adobe Reader plug-in 7.0.8 for Windows XP, English

Internet Explorer 6.0 or higher or Netscape Navigator 7.2 or higher

Browser must have Java Script and cookies enabled

The browser must support 128-bit SSL encryption

#### **Module B— Self –Care (Acquisition and Update Service) Designated Environment for the customer and end user:**

Internet Explorer 6.0 or higher or Netscape Navigator 7.2 or higher

Browser must have Java Script and cookies enabled

The browser must support 128-bit SSL encryption

#### **The Administration Designated Environment for the customer :**

Internet Explorer 6.0 or higher

Browser must have Java Script and cookies enabled

The browser must support 128-bit SSL encryption

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# CSG Workforce Management® 5.8.0 Designated Environment

Effective Date: March 16, 2008

## CSG Workforce Management ® System Requirements

CSG Workforce Management® is supported on three Windows Operating Systems — Windows 2000, Windows XP, and Windows Vista. The minimum specification for each environment is listed below.

Please note that CSG Workforce Management® will only be supported on Windows 2000 through September 14, 2008. This product has already been moved to extended support by Microsoft.

### **Minimum System Requirements for running CSG Workforce Management® on Windows 2000**

- Service Pack 4 Installed
- Pentium 450 MHz processor (1 GHz is recommended)
- 256 MB of RAM (512 MB is recommended)
- 2 GB hard drive with at least 650 MB of available space
- CD-ROM or DVD-ROM drive
- Keyboard and a Microsoft Mouse or some other compatible pointing device
- Video Adapter and monitor with Super VGA (800x600) or higher resolution
- Sound card
- Speaker or headphones

### **Minimum System Requirements for running CSG Workforce Management® on Windows XP**

- Service Pack 2 Installed
- Pentium 450 MHz processor (1 GHz is recommended)
- 256 MB of RAM (512 MB is recommended)
- 1.5 GB of available space on the hard disk
- CD-ROM or DVD-ROM drive
- Keyboard and a Microsoft Mouse or some other compatible pointing device
- Video Adapter and monitor with Super VGA (800x600) or higher resolution
- Sound card
- Speaker or headphones

### **Minimum System Requirements for running CSG Workforce Management® on Windows Vista**

- 2.8 GHz 32-bit (x86) or 64-bit (x64) processor
- 1 GB MB of RAM (2 GB RAM is recommended)
- 40 GB hard drive with at least 15 GB of available space
- Support for DirectX 9 graphics with:
  - WDDM Drive
  - 128 MB of graphics memory (minimum)
  - Pixel Shader 2.0 in hardware
  - 32 bits per pixel
- DVD-ROM drive
- Keyboard and a Microsoft Mouse or some other compatible pointing device
- Sound card and audio output

**Note:** CSG Workforce Management® will function on each supported operating system with these minimum hardware components. However, speed and performance are key issues when determining whether your computer is up to the task of performing with any of these operating systems.

### **Required Software for all Operating System Environments**

CSG Workforce Management® 5.8.0  
Internet Explorer 6.0 (Service Pack 2) or Internet Explorer 7.0  
Microsoft Excel  
Adobe Acrobat Reader

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**Citrix Compatibility**

CSG Workforce Management® 5.8.0 is also built to be used in a Citrix environment. A separate document is required to better understand the minimum system requirements for the Citrix environments.

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CSG TechNet® Platform	Operating System	Browser	TechNet Platform	Markup Lang	IrDA® or Bluetooth®	Signature Capture	Receipt Printing	Credit Card Swipe	Bar Code Scanning	GPS
Web Enabled Cell Phones		Openwave (4.1.x, 5.0.x, 6.0.x)	.wml	WML 1.1 and greater						Nextel i265 Nextel i355 Nextel i615
		NetFront v3.3 for Sprint PCS								
Small Screen Devices	Pocket PC 2003	MSIE 4.01 and greater	.html .htm	HTML 3.2 and greater	<b>IrDA®</b> <b>Bluetooth®</b>	<input checked="" type="checkbox"/>		Citizen CMP-10BT Citizen CMP-10 Zebra MZ-220	Citizen CMP-10BT	
	Windows Mobile 5.0	MSIE 4.01 and greater	.html .htm	HTML 4.0 and greater	<b>Bluetooth®</b>			Citizen CMP-10 Zebra MZ-220	Citizen CMP-10BT	
	Windows Mobile 6.0	MSIE 4.01 and greater	.html .htm	HTML 4.0 and greater	<b>Bluetooth®</b>			Citizen CMP-10 Zebra MZ-220	Citizen CMP-10BT	
	BlackBerry	Blackberry Browser 4.0 and greater	.wml	N/A						
	Acterna DSAM ver 03.0	N/A	.html .htm	N/A						
	Trilithic 860 Ver 5.12.1.21	N/A	.html .htm	N/A						
Large Screen Devices	Microsoft Windows XP Tablet PC Edition 2005	MSIE 4.01 and greater	.html .htm .itab	HTML 4.0 and greater						
	Windows 2000, XP, Vista	MSIE 4.01 and greater	.html .htm .itab	HTML 4.0 and greater						

*Please Note:  
The September 14, 2008 WFX release and all subsequent WFX releases will not be supported with the Pocket PC 2003 browser. IrDA is also no longer supported as of the September 14, 2008 release when using printers with your CSG TechNet® application.*

Please Note: The small screen device section has a number of possibilities that are offered in the marketplace today. CSG has tested a number of these devices and has found each one of them to be slightly different. The devices that we have tested include Symbol 9097, Symbol 7075, Smart Device PPC-6700 (Sprint & Verizon), and the Intermec 700c. If a device that you are looking to deploy in the field is not on the list of tested devices, CSG recommends that you contact our Product Management team to schedule a certification test effort prior to making a purchase decision.

The Zebra MZ-220 receipt printer that appears on this Designated Environment Guide must be specifically ordered using custom part number M2E-0UB00010-01 and includes Zebra V95.08.

## CSG Workforce Express® Browser-based Applications

The CSG Workforce Express® Browser Based Applications are supported on three Windows Operating Systems — Windows 2000, Windows XP, and Windows Vista. The minimum specification for each environment is listed below.

Please note that CSG Workforce Express® Browser Based Applications will only be supported on Windows 2000 through September 14, 2008. This product has already been moved to extended support by Microsoft.

Also, please note that the 'Warehouse Equipment Needed Report', made available during the WFX 5.8.0 release is not available to those users running Internet Explorer 6.0 and can be used only with Internet Explorer 7.0.

### **Minimum System Requirements for running CSG Workforce Express® Browser Based Applications on Windows 2000**

- Service Pack 4 Installed
- Pentium 450 MHz processor (1 GHz is recommended)
- 256 MB of RAM (512 MB is recommended)
- Internet Explorer 6.0 (Service Pack 2)
- Keyboard and a Microsoft Mouse or some other compatible pointing device
- Video Adapter and monitor with Super VGA (800x600) or higher resolution

### **Minimum System Requirements for running CSG Workforce Express® Browser Based Applications on Windows XP**

- Service Pack 2 Installed
- Pentium 450 MHz processor (1 GHz is recommended)
- 256 MB of RAM (512 MB is recommended)
- Internet Explorer 6.0 (Service Pack 2) or Internet Explorer 7.0
- Keyboard and a Microsoft Mouse or some other compatible pointing device
- Video Adapter and monitor with Super VGA (800x600) or higher resolution

### **Minimum System Requirements for running CSG Workforce Express® Browser Based Applications on Windows Vista**

- 2.8 GHz 32-bit (x86) or 64-bit (x64) processor
  - 1 GB MB of RAM (2 GB RAM is recommended)
  - Internet Explorer 6.0 (Service Pack 2) or Internet Explorer 7.0
  - Support for DirectX 9 graphics with:
    - WDDM Drive
    - 128 MB of graphics memory (minimum)
    - Pixel Shader 2.0 in hardware
    - 32 bits per pixel
    - DVD-ROM drive
  - Keyboard and a Microsoft Mouse or some other compatible pointing device
-

## CSG Vantage Designated Environment

Effective: 08/01/2007

### Using Vantage in the ACSR and/or ACSR Telephony Environment

The ACSR product runs on a TCP/IP network with a Sun Server acting as the SNA gateway. ACSR and Vantage can run on the same workstation but consideration must be given during installation to the overall network and workstation configuration. If the Vantage workstation is to use an existing AT&T Global Services circuit and that workstation does not have an InterNIC registered TCP/IP address, then additional consideration must be given to router configurations.

Consideration must be given to the overall environment in which Vantage runs. TCP/IP does not provide load balancing or prioritization on the line. Therefore, if an AT&T Global Services multi-protocol circuit is used for both Vantage and CCS/ACSR, consideration must be given to the estimated amount of activity that will be generated from Vantage. For all ACSR installations, prioritization is given to SNA traffic rather than TCP/IP based traffic. Consult CSG for specific installation and configuration information.

If the Vantage PC is to be used in the ACSR environment, the ACSR PC Workstation Requirements should be used for both Vantage and ACSR, with the inclusion of the additional Vantage software.

#### Vantage Hardware (1)

##### Processors

IBM, Compaq, and Dell Business Class computers with Intel Pentium, Pentium II, Pentium III and Celeron processors designated as Microsoft Windows NT certified and Year 2000 compliant.

##### Minimum PC Requirements

IBM, Compaq, or Dell that is Year 2000 ready—Pentium 166 MHz or better; 32 MB RAM or greater (2); 1.2 GB hard drive or larger (128 MB free space); CD-ROM; and a 56 KB modem (3)

#### Vantage Software (4)

##### PC Operating System Options

Windows 2000(Professional) (5)  
Windows XP (Professional)

##### Database/Reporting

Oracle 10g Release 2, 32-bit Client for Windows  
Forest & Trees® Builder Edition 7.0 (plus maintenance) (6)

##### Connectivity Requirements – One of the Following: (7)

Leased TCP/IP multi-protocol connection with minimum 56 KB (for example, AT&T Global Services), or  
Dial-up connections through the AT&T secure network, or  
Dial-up connections through Internet Service Provider

- (1) Vantage will operate only on a PC.
- (2) 128 MB of RAM or greater is recommended
- (3) A modem is required only for dial-up connectivity.
- (4) All software must be loaded and operated per workstation. Network server versions and/or operations are not supported.
- (5) Windows 2000 requires Forest & Trees version 7.0 or higher on the Professional Edition (note this is not the Millennium Edition).
- (6) TCP/IP connectivity with an InterNIC registered TCP/IP address to CSG's Millennium Data Center in Englewood, CO. The Vantage workstation must exist on the TCP/IP network.

**DirectNet Designated Environment**

Effective: November 2007

CGS DirectNet may be accessed via the Internet, using \*Internet Explorer 6.x.  
Customer is responsible for connectivity.

**DirectNet Hardware**

**Processors**

1ghz or greater

**Minimum PC Requirements**

Any PC running one of the following operating systems:

Windows XP

Windows Vista

**Other Software**

\*Internet Explorer 6.5 or 7.0

Adobe Acrobat Reader 7 or higher ([www.adobe.com](http://www.adobe.com)) for PDF viewing and downloading

MS Word 2003 or 2007

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**Schedule E**

Technical Services

CSG agrees to provide Technical Services as requested by Customer for use in conjunction with or as a supplement to CSG's Services, Products, and Support Services during the term of this Agreement.

**1) Requests for Technical Services outside of Software Development**

For each project that Customer desires CSG to undertake, Customer will complete the CSG Services Request Form ("SRF") Trigger Document attached hereto as Exhibit E-1. This document will be validated and submitted to CSG by Customer's Contract Administrator, Technical Coordinator, or other designated representative from Customer's West Chester Data Center.

- SRF – Customer will complete this document when requesting consulting, data maintenance, travel, IP address additions or other commonly used Technical Services.

In response to receiving an SRF Trigger Document, CSG will complete one of the following Response Documents: Letter of Agreement ("LOA")

- LOA—Fixed Bid (attached hereto as Exhibit E-2)
- LOA – Time and Materials (attached hereto as Exhibit E-3)
- Change Order to LOA (attached hereto as Exhibit E-4)

Statements of Work ("SOW")

- SOW (attached hereto as Exhibit E-5)
- SOW – Design ("D-SOW") (attached hereto as Exhibit E-6)
- Change Order to SOW (attached hereto as Exhibit E-7)

- LOA- After trigger document is submitted, CSG may need to engage Customer in additional information collection, fact-finding, and clarification activities as required to fully comprehend Customer's intended usage and implementation plans. After such activities are complete, CSG will respond to Customer with an LOA. This document will be used as a price and delivery quotation to define the cost, schedule, tasks, and deliverables for consulting or ancillary services that will generate a \*\*\*\*\*. Upon the Parties' execution of the LOA, CSG will commence providing the requested Technical Services.
- SOW- After trigger document is submitted, CSG may need to engage Customer in additional information collection, fact-finding, and clarification activities as required to fully comprehend Customer's intended usage and implementation plans. After such activities are complete, CSG will respond to Customer with an SOW. This document will be used for services that will generate a \*\*\*\*\* or greater. Upon the Parties' execution of the SOW, CSG will commence providing the requested Technical Services. An SOW will be used for reoccurring services regardless of the dollar amount.

CSG agrees to provide their Response Documents to Customer in a timely manner after receipt of Customer Trigger Documents, and in the aggregate, they will be provided to Customer according to the following standards:

- Within any \*\*\*\* period, CSG will submit their LOA response document no \*\*\*\*\* of the mutually agreed upon requirements completion submitted in the Customer Trigger documents, in \*\*\*\*. CSG will submit their SOW response document no \*\*\*\*\* of the mutually agreed upon requirements completion submitted in the Customer Trigger documents, in \*\*\*\*. CSG will use commercially reasonable efforts to respond to all trigger documents as soon as possible
-

- In \*\*\*\* \* of the mutually agreed upon requirements completion submitted by Customer. In \*\*\*\* \* of the mutually agreed upon requirements completion submitted by Customer.

In any case where CSG fails to perform according to the above standards, Customer may issue written notice to CSG specifying the non-performance and request immediate corrective action to remedy the non-performance. If CSG fails to remedy the non-performance within \*\* \*\*\*\* of receipt of Customer's notice specifying the non-performance, then CSG agrees to provide Customer with Technical Service credits of \*\*\*\* \*\*\*\*, at a senior consultant level, applicable to any outstanding or future LOA or SOW.

**2) Requests for Software Development**

For each project that Customer desires CSG to undertake, Customer will complete the CSG Business Requirements Specification Document ("BRD") attached hereto as Exhibit E-8. This document will be validated and submitted to CSG by Customer's Contract Administrator, Technical Coordinator, or other designated representative from Customer's West Chester Data Center.

- BRD – The Customer will define the project scope, background, and objectives, along with use cases for the requested software development or customization project(s).

In response to receiving a BRD Trigger Document, CSG will complete the following Response Document:

- Initial Project Analysis ("IPA") attached hereto as Exhibit E-9

- IPA- After trigger document is submitted, CSG may need to engage Customer in additional information collection, fact-finding, and clarification activities as required to fully comprehend Customer's intended usage and implementation plans. After such activities are complete, CSG will respond to Customer with an IPA. The purpose of the Initial Project Analysis (IPA) is to provide a proposed solution to a BRD that can be used to develop a detailed design, and to provide CSG and Customer an overall estimate of the size of the development request. This document will be provided to Customer for approval and signature.

Upon the Customer approval of the IPA, CSG will complete the following Response Documents:

- D-SOW
- SOW

- D-SOW—The purpose of the D-SOW is to produce a detailed functional specification for development of the CSG proposed solution to Customer requirements, as specified in the BRD and further clarified in the IPA. If the size of the estimate provided in the IPA is greater than 1000 hours, a D-SOW is created for completion of the design phase and then after D-SOW Customer approval, an SOW is created once the design is completed. If the size of the estimate is less than 1000 hours, an SOW only is created for the complete development life cycle.
- SOW – The purpose of the SOW is to provide formal acceptance by the Customer of the project design, cost and implementation schedule. The SOW will provide reliable cost and schedule estimates along with a description of the tasks to be completed and the deliverables to be produced. Upon Customer's execution of the SOW, CSG will commence providing the requested services. An SOW will be used for reoccurring services regardless of the dollar amount. Except as otherwise specifically provided in a Statement of Work, CSG shall own all right, title and interest to any Deliverable. Each such Statement of Work agreed upon by the parties shall include a designation by Customer of whether the development project is deemed "strategic" or "non-strategic", provided that Customer shall not designate any development project as "strategic" unless the aggregate fees payable to CSG in connection therewith are \*\*\*\* \*\*\*\*, and provided further, that any development project with aggregate fees payable to CSG of \*\*\*\* \*\*\*\* shall be deemed neither "strategic" nor "non-strategic" for purposes of this Schedule E. With respect to any project set forth in an agreed upon Statement of Work that is designated by Customer as "strategic", Customer shall fund the cost thereof, and CSG shall be restricted for a period of \*\*\*\* \*\*\*\*

from the date the Deliverables are made available to Customer (as agreed to by the parties in such Statement of Work) from using or distributing, or permitting the use by any third party of, the Deliverables and related intellectual property. With respect to any project set forth in an agreed upon Statement of Work that is designated by Customer as "non-strategic", CSG may (i) elect to charge Customer for its development costs, in which case CSG may not itself use, or make the Deliverables or related intellectual property available for the use by other customers or third parties for \* \* \* \* \* from the date the Deliverables are made available by CSG (as agreed to by the parties in such Statement of Work); provided, however, that CSG may at any time elect to use the Deliverables or intellectual property without Customer's permission in which case it shall refund to Customer the development fees paid to it by Customer under the applicable Statement of Work; or (ii) elect not to charge Customer for its development costs, in which case CSG may use the Deliverables and related intellectual property without restriction.

CSG agrees to provide their Response Documents to Customer in a timely manner after receipt of Customer Trigger Documents, and in the aggregate, they will be provided to Customer according to the following standards:

- Within any \* \* \* \* \* period, CSG will submit their response document no \* \* \* \* \* of the mutually agreed upon requirements completion submitted in the Customer Trigger documents, in \* \* \* \* \*. CSG will use commercially reasonable efforts to respond to all trigger documents as soon as possible.
- In \* \* \* \* \*, Customer receives Response Document from CSG within \* \* \* \* \* of the mutually agreed upon requirements completion submitted by Customer.

In any case where CSG fails to perform according to the above standards, Customer may issue a written notice to CSG specifying the non-performance and request immediate corrective action to remedy the non-performance. If CSG fails to remedy the non-performance within 30 days of receipt of Customer's notice specifying the non-performance, then CSG agrees to provide Customer with Technical Service credits of 100 hours, at a senior consultant level, applicable to any outstanding or future SOW or D-SOW.

### 3) Change Orders

If Customer desires a change to the Technical Services or work to be performed under any executed LOA, SOW, or D-SOW, Customer shall issue an amended SRF or BRD to CSG which shall specify that it is a request for a change in a specified LOA, SOW or D-SOW. CSG shall respond with the appropriate Response Document, which shall include a change order cost and schedule estimate to the original LOA, D-SOW or SOW. Upon receipt of the change order LOA, SOW or D-SOW, Customer shall have the option to execute the change order LOA, SOW, or D-SOW, complete the work specified in the previously executed LOA, SOW, or D-SOW, or provide written notice terminating the previously executed LOA, SOW or D-SOW. In the event that Customer terminates any previously executed LOA, SOW, or D-SOW, Customer will be obligated to pay only for work performed by CSG, or other third party performing work, up to the date that CSG receives the termination notification, or as otherwise specified in the LOA, SOW, or D-SOW. Requested changes may affect the delivery and cost of the specified service or development.

### 4) Authority to Approve Technical Services

Customer execution of a SOWs or D-SOWs requires the signature of Customer's corporate officer, or of Customer's Contract Administrator named in the Agreement. Customer execution of an LOA requires the signature of one of the following:

- oA Customer corporate officer
  - oThe Customer Contract Administrator named in this Agreement
  - oThe Customer Technical Coordinator named in this Agreement
  - oAnother data center representative previously designated in writing by Customer's Contract Administrator.
-



**5) Customer Obligations**

Customer agrees that it shall execute or notify CSG that it shall not execute the SOW within \*\*\*\*\* of delivery of a final negotiated SOW from CSG. Upon completion of specified work by CSG and acceptance of the work product or deliverables by Customer, Customer will pay CSG all fee(s) set forth in a Statement of Work, as well as any previously approved Reimbursable Expenses incurred in connection with the Technical Services performed by CSG.

The Parties acknowledge that all executed LOAs, SOWs, and D-SOWs, shall form an integral part of this Agreement. Without limiting the foregoing, the Parties agree to negotiate in good faith a mutually agreeable Statement of Work for any Technical Services requested by Customer which relate to (i) the building of any interface between the Products and the systems used by CSG to provide the Services and any other system or product designated by Customer ("Interface"), and (ii) the development of any modifications to the Products or the systems used to provide the Services requested by Customer for the purpose of facilitating Customer's compliance with the federal, state or local laws, rules or regulations to which it is subject. The terms and conditions for certification of any Interface implemented by Customer pursuant to this Schedule E are set forth in Exhibit E-10 and are hereby incorporated into any LOA, SOW or D-SOW for such implementation.

**6) CSG Obligations**

In the event that CSG has not completed the work specified in the LOA or SOW within the maximum period of performance or the period of performance otherwise specified in the LOA or SOW, as described above in Sections 1 and 2, Customer will have the option of providing written notice terminating the SOW at no cost. Upon receipt of such notice of termination, CSG shall be released of any obligation to deliver any of the work outlined in the referenced SOW or LOA or applying the following discounts based on late delivery:

Delivery Delay \*\*\*\*\*

\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*





**Service Request Form**

<b>Submission Date:</b>		<b>Request #:</b>	
<b>Submitter's Name:</b>		<b>Submitter's Phone #:</b>	
		<b>Submitter's E-mail:</b>	
<b>Executive Sponsor:</b>		<b>ES Phone #:</b>	
<b>Business Owner:</b>		<b>BO Phone #:</b>	
<b>Owner/PM:</b>		<b>PM Phone#:</b>	
		<b>PM E-mail:</b>	
<b>CSG Contact:</b>		<b>CSG Contact Phone #:</b>	
		<b>CSG Contact E-mail:</b>	

<b>Region/System Name/Department:</b>	
<b>Billing System/Prin:</b>	
<b>SPAs affected:</b>	
<b>Desired Delivery Date:</b>	
<b>Request Type (see Appendix A for types):</b>	

**Description (see Appendix A for required information):**

--

**Justification/Reason (see Appendix B):**

--

**CSG Use Only:**

--

<b>Change Request #:</b>	
<b>Date Accepted by CSG:</b>	

<b>CSG Project Manager:</b>	
<b>CSG Department:</b>	

Returned:  SOW # \_\_\_\_\_  LOA# \_\_\_\_\_  Non- billable

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## Appendix A—SRF Requirements

### 1. Addressable Requests

- a) PCB
  - Z#/L# which are to be changed
  - Protocol involved
  - What needs to be changed, deleted (SPA, headend, etc)
  - When changes are to occur
- b) NAS to DAC
  - Main Contact Name and Number if not the same as submitted
  - Warehouse/converter inventory contact name and number
  - Addressability/PPV contact name and number
  - UDU contact name and number
  - Dates of all 3 passers.
  - Is this site addressable? If so, is it analog or digital? List all protocols.
  - Will the current addressable protocols continue to be used after the digital launch? List those to remain and those to discontinue.
  - Will Jerrold Digital be impulse?
  - Do you currently use ANI or ARU? List vendor(s)
  - Will the Jerrold Digital launch use ANI or ARU? If so, list vendor(s).
  - What are the launch dates? Do you have separate dates to begin testing, launch to friendly customers/employees, and live launch? If so, specify.
- c) ARU/ANI Launch
  - Main Contact Name and number if not the same as submitted
  - Warehouse/converter inventory contact name and number
  - Addressability/PPV contact name and number
  - UDU contact name and number
  - Is this site addressable?
  - List all protocols.
  - Do you currently use ANI or ARU? List vendor(s)
  - Are you switching to a new ANI vendor? If so, what vendor do you currently use? What vendor will you switch to?
  - What are the launch dates? Do you have separate dates to begin testing, launch to friendly customers/employees, and live launch? If so, specify.

### 2. UDU/CTD Requests

- a) CTD Mirror
    - From SPA information and to Spa information
    - CTD or 9xx information to be mirrored
  - b) Mass date move
    - Date cards are entered
    - Effective date needed for card changes
    - Is this a 9xx or CTD request?
  - c) Cycle Freeze
    - Cycles to be frozen
    - Sys/prin/agents to be frozen
  - d) Cycle Force
    - Date to force cycle
-

- Sys/prin/agents to be forced

### 3. Access Changes

#### a) Prin Bank Changes

- Is this site ACSR? If so server IP to be changed.

Group ID or printer ID to find Prin Bank

Sys/Prins to be included or removed

Date access is to be changed

#### b) INI changes

- Server IP to be changed
- Changes requested
- Date access is to be changed

#### c) Sys2rid Changes

- Server IP to be changed
  - Regions to be added or deleted
  - Date access is to be changed
-

**Appendix B – Justification/Business Case**

- Describe the Business Need/Goal addressed by this request. This should include objectives, need, and rationale for expenditure. Please add in any key milestones that will need to be tracked as it pertains to this request.
  - Describe the risks to the business if this request is not completed.
  - Provide what benefit will be derived. State how the expenditure will benefit Comcast and describe how the expenditure promotes Comcast strategic initiatives.
  - Describe how the benefit will be measured.
-

Exhibit E-2

<b>"CSG Internal Use Only"</b> <input type="checkbox"/> Non-Billable OR <input type="checkbox"/> <b>Billable</b>	
<i>Project #: [Enter the Oracle or HourGlass # here.]</i> <i>PRO # / Passer #:</i> <i>Billing Sys Prin #:</i>	

[Date]

Addressee  
 Comcast Cable Communications Management, LLC  
 Street Address  
 City, State, Zip

Re: Letter of Authorization For: enter the LOA description here .

Dear Salutation should match Addressee:

This Letter of Authorization (the "Letter") confirms the agreement of **Comcast Cable Communications Management, LLC** ("Customer") to retain the technical/consulting services (the "Services") of **CSG Systems, Inc.** ("CSG"). The Effective Date of this Letter is the date last signed below. Customer agrees to pay CSG in accordance with the monthly invoices that CSG sends Customer. The terms and conditions of Schedule B of the Master Agreement between Customer and CSG regarding the provision of Services are incorporated in this Letter and shall govern the Services provided herein by CSG.

**Description of Services :** SAMPLE: CSG will assign four (4) resources to provide ten (10) days of onsite consulting services and conduct a one (1) day training session.

**Key Target Milestones :** Estimated Commencement Date: \_\_\_\_  
 Estimated Completion Date: \_\_\_\_.

**Fees and Expenses:** **Fixed Bid:** This Letter is fixed baseline pricing based on the Description of Services and Key Target Milestones listed herein. Customer mandated changes, variances, delays and contingencies outside of CSG's control shall result in a Change Order. Each Change Order will be scoped and priced accordingly on a Time and Materials basis between CSG and Customer. Change Orders will be billed at \$\*\*\*\* per person, per hour. Total Cost for a Change Order will not exceed \*\*\* of the estimated change control pricing. Customer is responsible for all Reimbursable Expenses (as defined in Article 5.1 of the Agreement) incurred by CSG or it's affiliates on behalf of this Letter.

**Total Cost: \$\*\*\*\*** (excluding Change Orders)

**Customer Point of Contact**  
**Business Owner:**  
**Submitter's Name:**

**CSG Point of Contact**  
**Business Owner:**  
**Project Owner:**

Misc. information (if none, delete this text).

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CSG looks forward to a long and mutually beneficial relationship with Comcast and to providing you with continued high-value services to enhance your business. Once the Customer has signed two originals of this Letter, please return to CSG via US mail, attention: Requestor's Name at Requestor's Address. Upon CSG's receipt of a signed Letter by Customer, CSG will commence the Services that you have requested. However, if the Customer requests CSG begin work immediately, in addition to mailing two originals, Customer can fax a signed copy of this Letter attention: Requestor's Name fax 000-000-0000.

**COMCAST CABLE COMMUNICATIONS CSG SYSTEMS, CSG SYSTEMS, INC. ("CSG")  
INC. ("CSG")MANAGEMENT, LLC ("Customer")**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

[Attach SRF Here]

---

EXHIBIT E-3

<b>CSG Internal Use Only</b>	
<input type="checkbox"/> Non-Billable	OR <input type="checkbox"/>
<b>Billable</b>	
Project # :	
PRO # / Passer #:	
Billing Sys Prin #:	

date

Ms. Catherine Haluschak  
 Comcast Cable Communications Management, LLC  
 15 Summit Park Drive  
 Pittsburgh, PA 15275-1105

Letter Of Authorization For: enter the LOA description here.

Dear Catherine:

This Letter of Authorization (the "Letter") confirms the agreement of **Comcast Cable Communications Management, LLC** ("Customer") to retain the technical/consulting services (the "Services") of **CSG Systems, Inc.** ("CSG"). The Effective Date of this Letter is the date last signed below. Customer agrees to pay CSG in accordance with the monthly invoices that CSG sends Customer. The terms and conditions of Schedule E of the Master Agreement between Customer and CSG regarding the provision of Services are incorporated in this Letter and shall govern the Services provided herein by CSG.

**Description of Services:** [sample] CSG will assign one (1) subject matter resource to provide three (3) days of onsite Vantage training for up to six (6) Customer representatives.

**Key Target Milestones:** Estimated Commencement Date:  
 Estimated Completion Date:

**Fees and Expenses:** **Time & Materials:** Project fees are based on Time and Materials basis at the rate of \$\*\*\*\*\* per person, per hour, plus Reimbursable Expenses (as defined in Article 5.1 of the Agreement). Reimbursable Expenses are in addition to Project Fees. CSG will invoice Customer for Reimbursable Expenses on a monthly basis, in accordance with the terms and conditions of the Agreement. Total cost will not exceed \*\*\* \*\*\*\*\* (\*\*\*) of the Estimated Total Cost.

**Total Cost:** \$\*\*\*\* (excluding Change Orders)

**Customer Point of Contact**  
 Business Owner:  
 Submitter's Name:

**CSG Point of Contact**  
 Business Owner:  
 Project Owner:

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CSG looks forward to a long and mutually beneficial relationship with Comcast and to providing you with continued high-value services to enhance your business. Once the Customer has signed two (2) originals of this Letter, please return to CSG via US mail, attention: Requestor's Name at 2525 N. 117th Ave. Omaha, NE 68134. Upon CSG's receipt of a signed Letter by Customer, CSG will commence the Services that you have requested. However, if the Customer requests CSG begin work immediately, in addition to mailing two (2) originals, Customer can fax a signed copy of this Letter attention: Requestor's Name fax 000-000-0000.

**Comcast cable communications Management, LLC CSG SYSTEMS, INC. ("CSG")**  
**("Customer")**

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**[Attach SRF Here]**

---

EXHIBIT E-4

CHANGE ORDER No. 1  
TO  
LETTER OF AUTHORIZATION  
BETWEEN  
CSG SYSTEMS, INC.

AND  
COMCAST cable communications MANAGEMENT, LLC

This Change Order (the "Change Order") is made by and between **CSG SYSTEMS, INC.** ("CSG") and **COMCAST cable communications MANAGEMENT, llc** ("Customer"). The Effective Date of this Change Order is the date last signed below. CSG and Customer entered into a certain Letter of Authorization (CSG document # ) dated regarding Enter Document Title (the "LOA"), and now desire to amend the LOA in accordance with the terms and conditions set forth in this Change Order. If the terms and conditions set forth in this Change Order shall be in conflict with the LOA, the terms and conditions of this Change Order shall control. Any terms in initial capital letters or all capital letters used as a defined term but not defined in this Change Order shall have the meaning set forth in the LOA. Upon execution of this Change Order by the parties, any subsequent reference to the LOA between the parties shall mean the LOA as amended by this Change Order. Except as amended herein, the terms and conditions set forth in the LOA shall continue in full force and effect according to their terms.

**CSG and Customer agree as follows:**

- CSG and Customer desire to delete the *Enter the LOA's Corresponding Section* section of the LOA in its entirety and replace it with the following:  
" "
- CSG and Customer desire to add to the *Enter the LOA's Corresponding Section* section of the LOA a new item to read as follows:  
" "
- CSG and Customer desire to cancel the LOA in its entirety. The parties agree that upon the Effective Date of this Change Order all duties set forth in the LOA shall be terminated except for the duty of Customer to pay CSG for services performed prior to the cancellation in the following amount:

**Total Cost:**

---

IN WITNESS WHEREOF, CSG and Customer cause this Change Order to be duly executed below.

**COMCAST cable communications  
MANAGEMENT, LLC ("CUSTOMER")**

**CSG SYSTEMS, INC. ("CSG")**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[Attach SRF Here]

---

**Exhibit E-5**  
**STATEMENT OF WORK**  
**(Template)**

THIS STATEMENT OF WORK ("SOW") is made by and between **CSG® SYSTEMS, INC.** ("CSG") and Comcast CABLE COMMUNICATIONS Management, LLC, pursuant to, in accordance with Schedule E of the CSG Master Subscriber Management System Agreement (the "Agreement") that CSG and Customer executed as of \_\_\_\_\_, 200\_, and of which this SOW forms an integral part. The Effective Date of this SOW is the date last signed below. Any terms in initial capital letters or all capital letters used as a defined term but not defined in this SOW shall have the meaning set forth in the Agreement.

**TITLE** : Title [short and sweet]. **Sample**: Third Party Verification ("TPV") summary report/CR 229.

**DEFINITIONS**: [DEFINE ALL CAPITALIZED TERMS AND ACRONYMS USED IN SOW]

**OBJECTIVES** : Specific Business Needs (refer to a requirements document for details) What Customer has requested.

**DESCRIPTION/SCOPE OF SERVICES** : Should include what CSG plans to do or what will be done.

**SUPPORT PLAN/PROCEDURES** : This should be what the vendor will do to meet the requirements (Vendor responsibility, timetable, staffing plan if applicable and performance criteria) .

**CUSTOMER RESPONSIBILITIES**:

What other obligations must Customer complete in order for CSG to meet the Timetable and Deliverables set forth in this SOW?.

**LOCATION** : Primary location of team. If no field visit is necessary, then N/A.

**KEY TARGET MILESTONES** :

**Spell out**: [November 1, 2003, NOT 11/1/03]

Analysis and Design Start Date:

Business Requirements Specification Completion Date:

Functional Design Completion Date:

Functional Design Review Date:

*Customer shall execute this SOW on or before \_\_\_\_\_, 200\_ ("Scheduling Date"); should Customer fail to, at CSG's option, this SOW may be deemed null and void in its entirety.*

**QUALITY METRICS** : to be negotiated between CSG and Customer's SMS Team – if none, then type N/A.

**TESTING DEADLINES** : to be negotiated between CSG and Customer's SMS Team – if none, then type N/A.

**PROJECT FEES** : Choose Time & Materials OR Fixed Bid...Delete paragraph not used.

*Project Fees tied to milestones and user acceptance and payment terms.*

**Time and Materials**: Project Fees are based on Time and Materials basis at the rate of \$\_\_\_\_\_ per person, per hour, plus Reimbursable Expenses (as defined in Article 5.1 of the Agreement). Reimbursable Expenses are in addition to Project Fees. CSG will invoice Customer for Reimbursable

*"CSG Internal Use Only"*

*Project #:*

*PRO # / Passer #:*

*Billing Sys Prin#:*

---

Expenses on a monthly basis, in accordance with the terms and conditions of the Agreement. Total cost will not exceed ten percent (10%) of the Estimated Total Project Fees.

Estimated Total Project Fees: \$ [rate X hours]

OR

Fixed Bid: This SOW is fixed baseline pricing based on the Description/Scope of Services, Support Plan / Procedures, Customer Responsibilities and Key Target Milestones listed herein. Customer mandated changes, variances, delays and contingencies shall result in a Change Order. Each Change Order will be scoped and priced accordingly on a Time and Materials basis between CSG and Customer. Change Orders will be billed at \$\_\_\_\_\_ per person, per hour. Customer is responsible for all Reimbursable Expenses (as defined in Article 5.1 of the Agreement) incurred by CSG or it's affiliates on behalf of this project.

Total Project Fees: \$ (excluding Change Orders)

PROJECT BILLING MILESTONES : Select one: double click the gray box then choose 'Checked' under Default Value. Delete the one that does not apply. Billing when complete.

- Billing per milestones.
Upon completion of Design:\$0.00
Upon completion of Development: \$0.00
Upon completion of Testing: \$0.00
(if other, describe):\$0.00

ADDITIONAL PROVISIONS : \*\*\*\*\* '\*\*\*\*\*' \*\*\*\*\*
\*\*\*\*\* [\*\*\*\*\*] \*\*\*\*\*
\*\*\*\*\* '\*\*\*\*\*' '\*\*\*\*\*' \*\*\*\*\*
\*\*\*\*\* }

Intellectual Property Rights: [IF NEITHER "STRATEGIC" OR "NON-STRATEGIC"] CSG and Customer mutually agree that this SOW shall be designated as neither "strategic" nor "non-strategic," as defined in Schedule E of the Agreement.

[\*\*] Intellectual Property Rights: [IF STRATEGIC OR NON- STRATEGIC, ADD FOLLOWING LANGUAGE] CSG and Customer mutually agree that this SOW shall be designated as ["strategic"] or ["non-strategic,"] as defined in Schedule E of the Agreement. CSG shall charge Customer for its development cost for this SOW as set forth in the Project Fees Section herein. As a result, Customer will have exclusive right to the Deliverables or related intellectual property (collectively the "Deliverables") for a \_\_\_\_\_ month period from the date the Deliverables are made available to Customer as set forth above; provided, however, Customer acknowledges and agrees that CSG may at its sole discretion use or make available for use by any other customer or third party the Deliverables created herein, for any purpose, without Customer's permission; provided that CSG refund to Customer the development fees paid to CSG by Customer under this SOW.

- Additional Warranties and Remedies
Performance Criteria
Inspection and Acceptance Criteria
Incentives/Penalties

Additional Insurance —In addition to the insurance coverage required under the Agreement, CSG shall carry Errors and Omissions insurance providing limits of not less than \$\*\*\*\*\* per occurrence with endorsement evidencing coverage for contractual liability.

**Customer Billing Address :**

Comcast Cable Communications, Inc.  
1354 Boot Road  
West Chester, PA 19380

**CSG Payment Address :**

CSG Systems, Inc.  
P.O. Box 3366  
Omaha, NE 68176-0270  
**(Please do not remit payment until invoiced by  
CSG.)**

**Customer Point of Contact**

**Business Owner:**  
**Submitter's Name:**  
**G/L Code:**

**CSG Point of Contact**

**Business Owner:**  
**Project Owner:**  
**Project Number:**

IN WITNESS WHEREOF, CSG and Customer cause this Statement of Work to be duly executed below.

**COMCAST CABLE COMMUNICATIONS  
MANAGEMENT, LLC ("CUSTOMER")**

**CSG SYSTEMS, INC. ("CSG")**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

---

EXHIBIT E-6

DESIGN STATEMENT OF WORK

This DESIGN Statement of Work ("DSOW") is made by and between CSG SYSTEMS, INC. ("CSG") and COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC ("Customer") pursuant to, in accordance with, and as a part of Schedule E of the CSG Master Subscriber Management System Agreement that CSG and Customer executed as of March 17, 2004 (the "Agreement") and of which this SOW forms an integral part. The Effective Date of this SOW is the date last signed below. Any terms in initial capital letters or all capital letters used as a defined term but not defined in this SOW shall have the meaning set forth in the Agreement.

**TITLE :** Title [short and sweet]. Sample: Analysis and Design for Operations Provisioning Activation Link ("OPAL") system (CR 303).

**DEFINITIONS:** [Define all capitalized terms and acronyms used in SOW]

**OBJECTIVES :** Specific Business Needs (refer to a requirements document for details). What is Customer requesting?

**DESCRIPTION/SCOPE OF SERVICES :**  
Should include Comcast Requirements or Scope of Services from BRS or SRF.

**SUPPORT PLAN/PROCEDURES :**  
This should be what the vendor will do to meet the requirements (Vendor responsibility, timetable, staffing plan if applicable and performance criteria).

**LOCATION :** Primary location of team. If no field visit necessary, then type N/A. If visit is necessary, please list locations that will be visited.

**KEY TARGET MILESTONES :**  
Analysis and Design Start Date:  
Business Requirements Specification Completion Date:  
Functional Design Completion Date  
Functional Design Review Date

*Customer shall execute this DSOW on or before \_\_\_; should Customer fail to, at CSG's option, this DSOW may be deemed null and void in its entirety.*

**QUALITY METRICS :** to be negotiated between CSG & Customer's SMS Team – if none, then type N/A.

**TESTING DEADLINES :** to be negotiated between CSG & Customer's SMS Team – if none, then type N/A.

**PROJECT FEES :** Choose Time & Materials OR Fixed Bid... Delete paragraph not used.  
Project Fees tied to milestones and user acceptance and payment terms.

**Time and Materials:** Project Fees are based on Time and Materials basis at the rate of \$\*\*\*\*\* per person, per hour, plus Reimbursable Expenses (as defined in Article 5.1 of the Agreement). Reimbursable Expenses are in addition to Project Fees. CSG will invoice Customer for Reimbursable Expenses on a monthly basis, in accordance with the terms and conditions of the Agreement. Total cost will not exceed \*\*\* \*\*\*\*\* (\*\*\*) of the Estimated Total Project Fees.

Estimated Total Project Fees: \$ [Rate X hours]

*"CSG Internal Use Only"*

Project #:  
PRO # / Passer #:  
Billing Sys Prin#:

---

OR

**Fixed Bid:** This DSO is fixed baseline pricing based on the Scope of Services, Support Plan/Procedures, Key Target Milestones and Customer Responsibilities listed herein. Customer mandated changes, variances, delays and contingencies shall result in a Change Order. Each Change Order will be scoped and priced accordingly on a Time and Materials basis between CSG and Customer. Change Orders will be billed at \$\*\*\*\*\* person, per hour. Customer is responsible for all Reimbursable Expenses (as defined in Article 5.1 of the Agreement) incurred by CSG or its affiliates on behalf of this project.

**Total Project Fees:** \$ (excluding Change Orders)

**PROJECT BILLING MILESTONES :** *Select one: double click the gray box then choose 'Checked' under Default Value. Delete the one that does not apply .*

Billing when complete.

Billing per milestones.

Upon completion of Design:\$ \*\*\*\*

Upon completion of Development: \$ \*\*\*\*

Upon completion of Testing: \$ \*\*\*\*

(if other, describe):\$ \*\*\*\*

**CUSTOMER RESPONSIBILITIES :**

Customer must deliver a final Business Requirements Specification ("BRS").

What other obligations must Customer complete in order for CSG to meet the Timetable and Deliverables set forth in this SOW?

**ADDITIONAL PROVISIONS :** \*\*\*\*\* \*\*\*\*\* \*\* \* [\*\*\*\*\*] \*\*\*\*\*\_\*\*\*\*\*  
\*\*\*\*\* \*\* "\*\*\*\*\*" \*\* "\*\*\*\*\*" \*\* \*\*\*\*\* \*\*\*\*\* \_ \*\*\*\*\* \* \*\*\*\*\*  
\*\*\*\*\* \*\*\*\*\* \*\* \* ]

**Intellectual Property Rights: [IF NEITHER "STRATEGIC" OR "NON-STRATEGIC"]** CSG and Customer mutually agree that this SOW shall be designated as neither "strategic" nor "non-strategic," as defined in Schedule E of the Agreement.

[\*\*]  
 **Intellectual Property Rights: [IF STRATEGIC OR NON- STRATEGIC, ADD FOLLOWING LANGUAGE]** CSG and Customer mutually agree that this SOW shall be designated as strategic or non-strategic? as defined in Schedule E of the Agreement. CSG shall charge Customer for its development cost for this SOW as set forth in the *Project Fees* Section herein. As a result, Customer will have exclusive right to the Deliverables or related intellectual property (collectively the "Deliverables") for a \_\_\_month period from the date the Deliverables are made available to Customer as set forth above; provided, however, Customer acknowledges and agrees that CSG may at its sole discretion use or make available for use by any other customer or third party the Deliverables created herein, for any purpose, without Customer's permission; provided that CSG refund to Customer the development fees paid to CSG by Customer under this SOW.

**Additional Warranties and Remedies**

**Performance Criteria**

**Inspection and Acceptance Criteria**

**Incentives/Penalties**

**Additional Insurance:** In addition to the insurance coverage required under the Agreement, CSG shall carry Errors and Omissions insurance providing limits of not less than \$\*\*\*\*\* per occurrence with endorsement evidencing coverage for contractual liability.



**Customer Billing Address :**

Comcast Cable Communications, Inc .  
1354 Boot Road  
West Chester, PA 19380

**CSG Payment Address :**

CSG Systems, Inc.  
P.O. Box 3366  
Omaha, NE 68176-0270  
**(Please do not remit payment until invoiced by  
CSG.)**

**Customer Point of Contact**

**Name:**  
**Business Owner:**  
**G/L Code:**

**CSG Point of Contact**

**Business Owner:**  
**Project Owner:**  
**Project Number:**

**IN WITNESS WHEREOF,** CSG and Customer cause this DSOW to be duly executed below.

**COMCAST CABLE COMMUNICATIONS  
MANAGEMENT, LLC("CUSTOMER")**

**CSG SYSTEMS, INC. ("CSG")**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

---

<p><b>“CSG Internal Use Only</b></p> <p>Project #:  PRO # / Passer #:  Billing Sys Prin#:</p>
---

**CHANGE ORDER  
TO  
STATEMENT OF WORK  
BETWEEN  
CSG SYSTEMS, INC.**

**AND  
COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC**

This Change Order (the “Change Order”) is made by and between **CSG SYSTEMS, INC.** (“CSG”) and **COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC** (“Customer”). The Effective Date of this Change Order is the date last signed below. CSG and Customer entered into a certain Statement of Work (CSG document # [Click here and type the Document Number]) dated [Click here and type the Effective Date of the SOW] regarding [Click here and enter the Project Title of the SOW] (the “SOW”), and now desire to amend the SOW in accordance with the terms and conditions set forth in this Change Order. If the terms and conditions set forth in this Change Order shall be in conflict with the SOW, the terms and conditions of this Change Order shall control. Any terms in initial capital letters or all capital letters used as a defined term but not defined in this Change Order shall have the meaning set forth in the SOW. Upon execution of this Change Order by the parties, any subsequent reference to the SOW between the parties shall mean the SOW as amended by this Change Order. Except as amended herein, the terms and conditions set forth in the SOW shall continue in full force and effect according to their terms.

**CSG and Customer agree as follows:** [\*\*\*\*\* \* \* \* \* \*

- q CSG and Customer desire to delete the [ENTER THE SOW’s CORRESPONDING SECTION HEADING] Section of the SOW in its entirety and replace it with the following:

“[ENTER THE WAY THE AMENDED LANGUAGE SHOULD READ]”

- q CSG and Customer desire to add to the [ENTER THE SOW’s CORRESPONDING HEADING] Section of the SOW a new item to read as follows:

“[ENTER THE WAY THE AMENDED LANGUAGE SHOULD READ]”

- q CSG and Customer desire to cancel the SOW in its entirety. The parties agree that upon the Effective Date of this Change Order all duties set forth in the SOW shall be terminated except for the duty of Customer to pay CSG for services performed prior to the cancellation in the following amount:

“Total Cost: \_\_\_\_\_”

---

IN WITNESS WHEREOF, CSG and Customer cause this Change Order to be duly executed below.

**COMCAST CABLE COMMUNICATIONS  
MANAGEMENT, LLC ("CUSTOMER")**

**CSG SYSTEMS, INC. ("CSG")**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[Attach SRF Here]

---

Title

***Business Requirements Document (BRD)***

Guide

Version Number: **This should match the most current revision number of the doc from the Revision History**

Client Requesting: **who is the person who actually is requesting the change be made to the application**

Submitted by: **who is the author/responsible party for the document**

Date Submitted:

Program Request Number:

Oracle Project Number: (if applicable)

---

## Table of Contents

Table of Contents	28
I. Revision History	29
II. Definitions of Terms, Acronyms, and Abbreviations	30
III. Background and Scope	30
A. Detailed Background	30
B. Impacts	30
C. Justification	30
IV. Project Objectives and Main Use Case	30
A. Project Objectives	30
B. Assumptions or Pre- Conditions	30
C. Main Success Scenario(s)	31
D. Variations	31
E. Error Conditions	31
V. Business Requirements	31
VI. Additional Considerations	34
A. Supporting Documentation:	34
B. References:	34
C. Miscellaneous/Notes/Comments:	34
D. Accounting/Billing Requirements	34
VII. Impacted Products	35

---

**I. Revision History**

<b>Revision Number</b>	<b>Revision Date</b>	<b>Author</b>	<b><u>Requirement Number</u></b>	<b><u>Change Summary</u></b>
1.00				Initial version submitted for Peer Review

The version number that is sent to the Business Requirements Review (BRR) and the IPA will be bolded and noted in the change summary.

*Version 1.00 shall be the document submitted for peer review. Each revision after the peer review shall be incremented by .01.*

*I.*

---

## II. Definitions of Terms, Acronyms, and Abbreviations

The definitions for all terms, acronyms, and abbreviations referred to in this document shall be included here.

Terms	Definition
I.E. – ACP	Communication Control System

## III. Background and Scope

### A. Detailed Background

Provide a **detailed** background of your **current** situation to help define the scope of this request. Provide an overview of your **current** organization/operational workflow and interaction with CSG products. (Explain how you use CSG products today).

The detailed background should include, but is not limited to, the industries or Lines of Business impacted by the situation, as well as the listing of the current situation and organization. This is the section that covers the background of the request.

### B. Impacts

Due to the situation stated above, explain what the impacts are, and explain who and how these impacts affect the business. Include job/task descriptions and current work-arounds.

### C. Justification

What is the justification (CSG's and/or client's) for this request? (business opportunities, market opportunities, cost savings, etc.) Please note, this field is not required.

## IV. Project Objectives and Main Use Case

### A. Project Objectives

Briefly explain the objectives summarizing the desired results.

### B. Assumptions or Pre-Conditions

List any assumptions or pre-conditions (other circumstances or events that may influence, frame, or help scope this project).

Assumptions are specific technical software or hardware requirements the system must meet before the use case starts. For example, the work station must have Windows 2000 installed.

Pre Conditions are: the statement(s) of what the system will ensure is true before letting the use case starts. For example, the User is logged in to the application is a pre-condition.

### C. Main Success Scenario(s)

Main Success Scenario(s) sequential steps.

A Main Success Scenario has several parts: The condition on which the scenario runs, the goal to achieve, the set of action steps, the end condition and a possible set of extensions. What this section details is the scenario body, the set of sequential steps. Please keep the following in mind as you complete the Main Success Scenario.

---

Each action is written to show simple active action.  
Use simple grammar.  
Write the action in simple sequential steps not paragraph form.  
Show clearly "who has the ball".  
Write the steps from 5,000 feet up.  
Show the forward process of the motion.  
Show the actors intent, not the movement itself.  
Include a reasonable set of actions.  
Validate information, don't "check whether or not".

#### **D. Variations**

*List any variations*

Variations are different incantations of the Use Case. For instance, a variation would be to use different technology and different steps to lead to the same conclusion, or different procedures for dealing with special cases.

#### **E. Error Conditions**

*What happens when it doesn't work?*

Error conditions cover the differing successful outcomes. Error conditions are not meant to imply true errors, but simply an alternative within the application.

#### **V. Business Requirements**

Requirement types must be considered when writing a business requirement. The following is a list of the various Requirement Types: Functionality, Data, Human Interaction, Reporting, Statement, Security, Operational and Accounting and Billing Requirements.

*Provide detailed requirements in each section below:*

These shall be business/operational requirements, NOT proposed solution statements  
Each requirement shall be a single sentence, unambiguous (only one interpretation), and verifiable (can be tested)  
If there are terms used that require definition, the definition shall be included in the Definitions of Terms, Acronyms, and Abbreviations section of this document  
Make sure any necessary error and exception requirements are included, where applicable  
For each requirement, identify the product(s) that shall be considered when developing the solution to meet that requirement. For example, a requirement to add a new data element to subscriber information, shall indicate what each product is expected to do with the new data element; (i.e., display, print, editing rules, defaults, etc.).  
Indicate the priority of each requirement as it relates to each product.

Requirement Types: Following are the various Requirement Types, their definitions and some things to think about for each type:

**Functionality Requirements** : Identify the capabilities required of CSG product(s) in terms of function or service.

**Data Requirements** : Identify data elements or derived data required, along with attributes and requirements for use/management of the data, such as:

Source of data (online entry, default values, from electronic interface, derived, etc.)  
Data attributes (alpha, numeric, etc)  
Data formatting and use  
Availability (online, ad hoc, extracts, interfaces, etc.)  
Retention  
Formulas or algorithms used to calculate derived data

---



**Human Interaction Requirements** : Identify and describe all user classes and associated requirements for user interaction with the system. This may include:

Type (3270, ACSR, WWW, thin client, ARU, Voice response, etc.)  
Presentation (e.g., look and feel, sorting, sequencing, etc.)  
Access and use (menus, icons, navigation paths, etc.)  
Error handling requirements, including suggested error messages

**Reporting Requirements** : Identify new or modified reporting outputs from the product functionality.

Type (management, exception, detail, summary, audit, etc.)  
Media (online view, paper, CD-ROM, microfiche, etc.)  
Frequency (on demand, daily, weekly, monthly, etc.)  
Sequence  
Sort  
Content  
Availability (by user class, if applicable)  
Retention (how long is the report available)  
Exception processes required

**Statement Requirements** : Identify statement (or other subscriber output, such as enhanced past dues, computer letters, etc.) and content requirements.

Data elements (billing details, client info, subscriber info, messages, postal info, etc.)  
Formatting (graphics, bolding, font sizes, etc.)  
Frequency (daily, weekly, monthly, on demand, etc.)  
Sequencing of data  
Media (paper, electronic, CD-ROM, extracts, etc.)  
Delivery (US mail, email, online-www, etc.)  
Inserting requirements  
Special or exception processes required (reruns, reprints, out of balance alerts or other error handling, statement checkers, pre-test checkers, or other verification tools)

**Security Requirements** : Identify levels of functionality access and use restrictions by user class, as applicable.

Restrictions or security for back office configuration  
Restrictions or security for access to specific functions (e.g., view, add, change, delete, etc.)  
Restrictions or security for specific data elements

**Operational Requirements and Constraints** : Identify requirements regarding the operation of the functionality being requested.

Service levels  
Regulatory requirements ( if not covered elsewhere)  
Electronic interface requirements to other CSG components, external systems, or communication networks (include transport protocols, receipt confirmation, or error handling, if applicable)  
Backup / disaster recovery requirements  
Implementation and deployment requirements  
Exception processing or error handling  
Designated network environment  
Designated hardware environment  
Designated software environment  
Date base requirements

**CSG Accounting and Billing Requirements** : Identify all requirements to enable the billing of CSG clients for product functionality.

Specific data, reporting, calculations, and interfaces necessary to support CSG billing of CSG's clients

1.0 Primary Requirement:

The text of the primary requirement, derived from the use case, belongs in this space. Some tips for creating requirements: ask what must the system do? How must the system do it? What do you have to see to see acceptance from the system?

One thing that is required is what type of requirement is it? Please keep the following list in mind when deciding: Functionality, Data, Human Interaction, Reporting, Statement, Security, Operational and Accounting and Billing Requirements

---

Priority	Product
----------	---------

*Use Case/Work Flow/Example:*

While an additional use case/work flow/ or example may further clarify the requirement, it is not required to be entered. If the example is derived straight from the main use case, in this section you can reference the number of the step from the Main Success Scenario.

The following are only examples of how the form can be filled out, there do not have to be Sub Requirements or additional Primary Requirements in every BRD.

**N.1 Sub Requirement:**

*Use Case/Work Flow/Example:*

**N.2 Sub Requirement:**

*Use Case/Work Flow/Example:*

**2.0 Primary Requirement:**

Priority	Product
----------	---------

*Use Case/Work Flow/Example:*

**N.1 Sub Requirement:**

*Use Case/Work Flow/Example :*

**N.2 Sub Requirement:**

*Use Case/Work Flow/Example:*

**VI. Additional Considerations**

**A. Supporting Documentation:**

This list contains all requirement documents, specifications, and other documents supporting the business requirement (i.e. this may include interface specification documentation, screen layouts, report layouts, training documentation, Call Ticket Tracker ticket #'s etc.)

*While the following information is not required, any supporting documentation that will further explain the Business Request should be listed below.*

Document Name	Number/Attachment
---------------	-------------------

**B. References:**

This section contains any supporting screen shots, examples or any additional information.  
*Not every product will require specific screen definitions or suggestions for the layout, should your product have these requirements, this is the section to add the supporting information to.*

**C. Miscellaneous/Notes/Comments:**

This section can be used for any information that does not fit into the existing document sections. For example, is there a specific scenario that must be tested in the new functionality? Also, is there anything about this requirement that is proprietary to a specific CSG client? Can the request be used by all clients?

**D. Accounting/Billing Considerations**

CSG Accounting and Billing Considerations: Identify all considerations to enable the billing of CSG clients for product functionality.

Specific data, reporting, calculations, and interfaces necessary to support CSG billing of CSG's clients.

---

Impacted Products

*Use this list of products in completing the requirement sections. As a product is used in the requirements, mark column one below with a "Y". This will help to ensure all affected components are identified for the potential solution (PSA) phase.*

---

<i>Impacted by Requirements (Yes or blank)</i>	<i>Product</i>
	ACSR
	ACSR Telephony
	Aggregator Express
	Care Express
	Communications Control System (ACP)
	ACP Centric Interfaces
	CSG.net
	Info Express
	Open Systems Interfaces
	Print Services
	SMS (Prodigy)
	Screen Express
	Smartlink
	Statement Express
	Ticket Express
	Vantage
	Workforce Express
	XML
	Third party hardware
	Third party software

---

# Open Systems

<Project Name>

<Project Number>

Oracle Project Number: <Oracle Number>

## Initial Project Analysis

Last Updated:

Version: **0.1**

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# TABLE OF CONTENTS

Table of Contents	28
I. Revision History	29
II. Definitions of Terms, Acronyms, and Abbreviations	30
III. Background and Scope	30
A. Detailed Background	30
B. Impacts	30
C. Justification	30
IV. Project Objectives and Main Use Case	30
A. Project Objectives	30
B. Assumptions or Pre- Conditions	30
C. Main Success Scenario(s)	31
D. Variations	31
E. Error Conditions	31
V. Business Requirements	31
VI. Additional Considerations	34
A. Supporting Documentation:	34
B. References:	34
C. Miscellaneous/Notes/Comments:	34
D. Accounting/Billing Requirements	34
VII. Impacted Products	35

---

**Introduction**

**Authors/Analysts**

*[Enter names of analysts assigned to the project]*

**Contributors:**

*[Anyone outside of the analysts that helped with the project.]*

**History**

Version	Date Changed	Author of Change	Purpose of Change
0.1			Initial creation

**Project Description**

*[Brief description of the project]*

**Requirements**

*[Brief description of the requirements for the project]*

**High Level Solution Description**

**Impacted Components**

<b>ACSR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Addressability</b>	<input type="checkbox"/>
ACSR Standard	<input type="checkbox"/>		ARU	<input type="checkbox"/>
ACSR Telephony	<input type="checkbox"/>		ANI	<input type="checkbox"/>
CIT	<input type="checkbox"/>		Fleetcom	<input type="checkbox"/>
XBOI	<input type="checkbox"/>		Addressable Interfaces	<input type="checkbox"/>
AOI				
<b>CSG.net</b>	<input type="checkbox"/>		<b>Print Services</b>	<input type="checkbox"/>
Plan Editor	<input type="checkbox"/>		Statement Express	<input type="checkbox"/>
			Advanced ESP	
<b>Aggregator Express</b>	<input type="checkbox"/>		<b>Prodigy</b>	<input type="checkbox"/>
<b>Call Center Express</b>	<input type="checkbox"/>		<b>Telephony</b>	
Ticket Express	<input type="checkbox"/>		Back Office	<input type="checkbox"/>
Screen Express	<input type="checkbox"/>		SDS	<input type="checkbox"/>
Info Express	<input type="checkbox"/>		UHS	<input type="checkbox"/>
			Reports	<input type="checkbox"/>
<b>CAP/XML</b>	<input type="checkbox"/>		<b>Vantage</b>	<input type="checkbox"/>

Care Express	<input type="checkbox"/>	Workforce Express	<input type="checkbox"/>
ACP	<input type="checkbox"/>	Other	<input type="checkbox"/>
Video	<input type="checkbox"/>		
HSD/ISP	<input type="checkbox"/>		
Convergent Express	<input type="checkbox"/>		

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**Level I Time Estimates**

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Exhibit E-10

Interface Certification Process

For the purposes of this Exhibit E-10, "Certification" refers to the process undertaken by CSG to ensure that an external application and / or hardware device ("Application") to be integrated through an Applications Programming Interface ("API") and used with the Product(s) and Service(s) by Customer are compliant with the format and protocol conventions as specified in the interface specification document ("Interface Spec") and to the extent reasonably possible, will not have a detrimental impact on the Product(s) and Service(s) in Customer's production environment.

- (a) \*\*\*\*\*  
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  - (b) \*\*\*\*\*  
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  - (d) \*\*\*\*\*  
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**Schedule F**  
**FEES**  
**INDEX**

**CSG SERVICES .**

**I. Processing**

- A. Basic Services Charge (herein after referred to as BSC) for Non-Rated Video and Non-Rated High-Speed Data and Residential Voice Services
- B. Listing of Products and Services included in the BSC
- C. Listing of Products and Services included in the BSC specific to Residential Voice Services
- D. Ancillary Services for Non-Rated Video and Non-Rated High-Speed Data and Residential Voice Services
- E. Ancillary Services for Residential Voice Services
- F. Care Express (Self-Care) installation services and optional web page maintenance and programming services
- G. Account Hierarchies
- H. CSG Intelligent Business Reporting (IBR)
- I. CSG Vantage setup and database modifications and other services
- J. ACP Commercial Upgrade Service
- K. CSG's ACP Wireless Module
- L. CSG's Home Security Module (HSM)
- M. Configurable Lines of Business Functionality ("C-LOB Functionality")
- N. CSG's Bundled Product and Service Suite

**II. Interfaces**

- A. Audio response units (ARU) and automated number identification (ANI)
- B. Video
- C. High-speed data

**III. Payment Procurement**

- A. Direct Solutions (Print and Mail)
- B. Care Express (Electronic Bill Presentment) installation services and optional web page maintenance and programming services
- C. Care Express (Consolidator Service)
- D. Care Express (Payment Kiosk) Module E
- E. Account Updater
- F. Refund checks
- G. Precision eMail™
- H. Front Counter Printer Solution

**IV. Credit Management and Collections**

- A. Risk Management (Equifax Interface)
- B. Collections

**V. Technical Services**

**VI. Additional training and documentation**

- A. User training at CSG facility
- B. Virtual classroom training
- C. On-site user training at Customer's requested location
- D. Vantage training
- E. Additional documentation

**VII. Customer Preference Management Custom Application**

**VIII. CSG's Event Management**

**IX. Direct Sales Express – Full Service Version**

**CSG LICENSED PRODUCTS .**

**I. Product installation and other associated items**

- A. Product installation and other associated items
- B. CSG Desktop Solutions Bundle

**II. CSG SmartLink/SmartLink BOS installation and other associated items**

---

**Schedule F  
FEES  
INDEX (con't)**

III. CSG 's Event Notification Interface (ENI)

IV. Other CSG licensed products

V. CSG -Vantage setup and database modifications and other services

VI. Vantage Near-Real Time

THIRD PARTY SOFTWARE THAT MAY BE PROCURED THROUGH CSG .

MISCELLANEOUS .

DATA COMMUNICATIONS SERVICES .

I. EVPN

II. IP Gateway Solution

III. Direct Connect

IV. Network Services – timelines and pricing

EQUIPMENT INSTALLATION/TECHNICAL AND ENGINEERING SUPPORT SERVICES .

I. Equipment installation outside of normal work hours

II. Technical and Engineering support services

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35. \*\*\*\*\*

C. \*\*\*\*\*  
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**Note:** \*\*\*\*\*  
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1. \*\*\*\*\*
2. \*\*\*\*\*
3. \*\*\*\*\*
4. \*\*\*\*\*
5. \*\*\*\*\*
6. \*\*\*\*\*









b) *****	*****	*****
10. De-conversion fees (Section 6.2 of the Agreement)	*****	*****
11. Enhanced Accounts Receivable	*****	*****
a) *****	*****	*****
12. Enhanced Account Ledger (EAL)	*****	*****
a) *****	*****	*****
13. CSG Order Account Audit Tool (OAAT) (Note 4)	*****	*****
a) *****	*****	*****

**Note 1:** \*\*\*\*\*

**Note 2:** \*\*\*\*\*

**Note 3:** All start-up services and the associated fees shall be set forth in a mutually agreed upon Statement of Work. Reimbursable Expenses are additional.

**Note 4:** Design, development and implementation services and lead times will be set forth in a mutually agreeable Statement of Work

**Note 5:** \*\*\*\*\*

**Note 6:** \*\*\*\*\*

E. Ancillary services for Residential Voice Services

Description of Item/Unit of Measure	Frequency	Fee
1. Third Party Communication Software for residential voice services (for ***** (Note 1)	*****	*****
2. Residential voice back office support	*****	*****
*****	*****	*****
*****	*****	*****
*****	*****	*****
5. Voice Environments and Interfaces	*****	*****
*****	*****	*****
4. Usage processing and usage rating services	*****	*****
*****	*****	*****
*****	*****	*****
*****	*****	*****
5. Residential Voice – Vantage Training (***** (*****))	*****	*****
*****	*****	*****

6. Conversion services (per person, per hour) (Note 3)	*** *****	\$ *****
7. Usage Interface Annual Maintenance Fee (per interface, per trading partner) (Note 2)	*****	\$ *****

**Note 1:** \*\*\*\*\*  
**Note 2:** \*\*\*\*\*  
**Note 3:** All conversion services and the associated fees shall be set forth in a mutually agreed upon Statement of Work.

**Voice Solution Assumptions**

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**F. Care Express (Self-Care) installation services and optional web page maintenance and programming services**

Description of Item/Unit of Measure	Frequency	Fee
1. Installation services (Note 1)	*** *****	*****
2. Optional web page maintenance and programming services (Note 2)	*** *****	*****

**Note 1:** All installation services and the associated fees shall be set forth in a mutually agreed upon Statement of Work. \*\*\*\*\*

**G. Account Hierarchies**

Description of Item/Unit of Measure	Frequency	Fee
1. Processing (Note 1)		
a. *****	*****	\$*****
2. Print and Mail (Note 2)		
a. *****	*** *****	\$*****
b. *****		
*****	*** *****	\$*****
*****	*** *****	\$*****
*****	*** *****	\$*****

**Note 1:** \*\*\*\*\*  
**Note 2:** \*\*\*\*\*

**H. CSG Intelligent Business Reporting (IBR) (Note 1)**

Description of Item/Unit of Measure	Frequency	Fee
1. InfoCast Web Reports/InfoCast Alerts (***** ***** (Note 2)		
a. ***** (per Named User) (Note 3)	*****	\$ *****

b. \*\*\*\*\*  
 \*\*\*\*\*  
 (Note 4) \*\*\*\*\*  
 (Note 4) \*\*\*\*\*  
 c. \*\*\*\*\* (Note 5) \*\*\*\*\*  
 d. \*\*\*\*\* (Note 5) \*\*\*\*\*  
**2. InfoCast Files**  
 a. \*\*\*\*\*  
 b. \*\*\*\*\* (Note 6) \*\*\*\*\*  
 c. \*\*\*\*\*  
 d. \*\*\*\*\*  
**3. Interactive Reports (\*\*\*\*\* )**  
 \*\*\*\*\*  
 a. \*\*\*\*\* ( Note 3 ) \*\*\*\*\*  
 b. \*\*\*\*\*  
 c. \*\*\*\*\*  
**Note 1:** \*\*\*\*\*  
**Note 2:** \*\*\*\*\*  
**Note 3:** \*\*\*\*\*  
**Note 4:** \*\*\*\*\*  
**Note 5:** \*\*\*\*\*  
**Note 6:** \*\*\*\*\*

I. CSG Vantage setup and database modifications and other services

Description of Item/Unit of Measure	Frequency	Fee
<b>1. Customer Value Vantage Optional Table (Note 1)</b>		
a) *****	*****	*****
b) *****	*****	*****
<b>2. UDF Cards 1-143 Vantage Optional Table</b>		
a) *****	*****	*****
<b>3. Total Service Code Statistics Optional Table Optional Table (Note 2)</b>		
a) *****	*****	*****
b) ***** (Note 2)	*****	*****
<b>4. CSG Vantage User IDs</b>		

a) ***** (Note 3 - 4)	*****	§ *****
b) ***** *****	*****	§ *****

Note 1: \*\*\*\*\*  
Note 2: \*\*\*\*\*  
Note 3: \*\*\*\*\*  
Note 4: \*\*\*\*\*

J. ACP Commercial Upgrade Service (Note 1)

Description of Item/Unit of Measure	Frequency	Fee
1. ACP Commercial Upgrade Service (Note 2) (Note 5)		
a) ***** ***** (Note 9)	*****	*****
b) ***** (Note 8)	*****	§*****
2. Additional Capacity License (Note 3) (Note 5)		
a) *****	*****	§*****
b) ***** (Note 4)	*****	§*****
3. Implementation Services (Note 6)	*****	*****
4. Usage Processing ***** (Note 7)	*****	§*****

Note 1: \*\*\*\*\*  
Note 2: \*\*\*\*\*  
Note 3: \*\*\*\*\*  
Note 4: \*\*\*\*\*  
Note 5: \*\*\*\*\*  
Note 6: The specific terms of the implementation services shall be set forth in the mutually agreed upon Statement of Work.  
Note 7: \*\*\*\*\*  
Note 8: \*\*\*\*\*  
Note 9: \*\*\*\*\*

K. CSG's ACP Wireless Module (Note 1) (Note 5)

Description of Item/Unit of Measure	Frequency	Fee
1. ACP Wireless Module (Note 2)		

a) ***** (Note 3)	*****	*****
b) ***** (Note 8)	*****	\$*****
2. ACP Wireless Module additional capacity blocks of 100,000 Complex Composite Services (Note 7)		
a) *****	*****	\$*****
b) *****	*****	\$*****
3. Implementation Services (Note 4)	*****	*****
4. Usage Processing (***) ***** (Note 6)	*****	\$*****

**Note 1:** \*\*\*\*\*

**Note 2:** \*\*\*\*\*

**Note 3:** \*\*\*\*\*

**Note 4:** The specific terms of the implementation services shall be set forth in the mutually agreed upon Statement of Work.

**Note 5:** \*\*\*\*\*

**Note 6:** \*\*\*\*\*

**Note 7:** \*\*\*\*\*

**Note 8:** \*\*\*\*\*

**Note 9:** \*\*\*\*\*

L. CSG's Home Security Module (HSM)

Description of Item/Unit of Measure	Frequency	Fee
1. Home Security Module		
a) *****	*****	*****
b) ***** (Note 1) (Note 4)	*****	\$*****
***** (Note 5)	*****	\$*****
*****	*****	\$*****
*****	*****	\$*****
2. Implementation Services (Note 2)	*****	*****
3. Additional Complex Composite Services for HSM (per Complex Composite Service) (Note 3-4)	*****	\$*****

**Note 1:** \*\*\*\*\*

**Note 2:** The specific terms of the implementation services shall be set forth in a separate Statement of Work.

**Note 3:** \*\*\*\*\*  
**Note 4:** \*\*\*\*\*  
**Note 5:** \*\*\*\*\*  
**Note 6:** \*\*\*\*\*

M. Configurable Lines of Business Functionality ("C-LOB Functionality")

Description of Item/Unit of Measure	Frequency	Fee
1. Implementation Services (Note 1)	*****	****
2. Configurable Line of Business Functionality (C-LOB Functionality)		
a) ***** (Note 2)	*****	\$*****
b) *****		
(Note 3)(Note 4)		
*****	*****	\$**
*****	*****	\$**
*****	*****	\$**
*****	*****	\$**
*****	*****	\$**
3. Complex Composite Services (per Complex Composite Service) (Note 5)(Note 6)	*****	\$**

**Note 1:** The specific terms of the implementation services shall be set forth in a mutually agreed upon Statement of Work.  
**Note 2:** \*\*\*\*\*  
**Note 3:** \*\*\*\*\*  
**Note 4:** \*\*\*\*\*  
**Note 5:** \*\*\*\*\*  
**Note 6:** \*\*\*\*\*  
**Note:** \*\*\*\*\*

As a point of clarification, the C-LOB cannot be used for Video, High-Speed Data, Residential Voice Services, ACP Commercial or ACP Wireless.

N. CSG's Bundled Product and Service Suite

Description of Item/Unit of Measure	Frequency	Fee
A. Bundled Product and Service Suite		
<u>1.</u> *****	*****	\$*****



Note 1: \*\*\*\*\*

- A. \*\*\*\*\*
B. \*\*\*\*\*
C. \*\*\*\*\*
D. \*\*\*\*\*
E. \*\*\*\*\*
F. \*\*\*\*\*
1) \*\*\*\*\*
2) \*\*\*\*\*
3) \*\*\*\*\*
4) \*\*\*\*\*

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CSG SERVICES

II. Interfaces

A. Audio response units (ARU) and automated number identification (ANI)

Table with 3 columns: Description of Item/Unit of Measure, Frequency, Fee. Rows include I. Audio response units (ARU) and 2. Automatic number identification (ANI) with sub-rows a) and b).

Note 1: \*\*\*\*\*

Note 2: \*\*\*\*\*

Note 3: \*\*\*\*\*





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**Note 5:** \*\*\*\*\*  
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**Note 6:** \*\*\*\*\*  
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**Note 7:** \*\*\*\*\*  
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**Note 8:** \*\*\*\*\*  
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**Note 9:** \*\*\*\*\*  
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**Note 10:** \*\*\*\*\*  
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C. High-speed data

Description of Item/Unit of Measure	Frequency	Fee
1. Startup services for supported third party HSD provisioning applications (***) (Note 1)	***	\$*****
2. Processing changes to existing addressable controllers (***) (Note 2)	***	\$*****
3. Interface certification services for non-supported third party HSD provisioning applications (***) (Note 3)	***	\$*****
4. Non Voice Record Processing (*****)	*****	\$*****

**Note 1:** \*\*\*\*\*  
\*\*\*\*\*  
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<b>II. AESP Statement processing</b> (***** ** ***** * ***** ** ** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** *****		
<b>A. Processing for AESP Statement Format:</b> *****	*****	\$*****
<b>B. Additional physical page</b> (***** ***** ***** ***** ***** ***** <b>(Note 6) (Note 7)</b>	*****	\$*****
<b>C. Full Color Processing— Front and/or Back Side of Each Physical Page (Note 8)</b>		
***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** *****	***** *****	\$*****
***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** *****	***** *****	\$*****
***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** *****	***** *****	\$*****
***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** *****	***** *****	\$*****
<b>D.</b> ***** ***** ***** ***** ***** ***** ***** *****	***** *****	\$*****
<b>E. Additional logical page-ad/coupon (***)</b> ***** ***** ***** ***** <b>(Note 9)</b>		
<b>1.</b> ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** *****	***** *****	\$*****
<b>2.</b> ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** *****	***** *****	**
<b>3.</b> ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** *****	***** *****	*****
<b>F. Statement Composition Fee (***)</b> ***** ***** ***** ***** ***** <b>(Note 10)</b>	***** *****	\$*****
<b>III. Customer letter processing</b> *****		
<b>A. Legacy customer letters</b> *****	***** *****	\$*****
<b>B. Additional physical page for legacy customer letters</b> (***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** ***** <b>(Note 6)</b>	***** *****	\$*****
<b>C. Enhanced customer letters (Note 11) (Note 12)</b>		
***** *****	***** *****	\$*****



F. Returns to customer *****	***	\$*****
G. Destruction of inserts *****; ***** *****	***	\$*****
H. Affidavit ***** (Note 15)	***	\$*****
VII. Other print and mail ancillary service fees		
A. Duplicate CD-ROM and DVD		
1. *****	***	\$*****
2. *****	***	\$*****
B. Support services (Note 16)		
1. *****	***	\$*****
2. *****	***	\$*****
3. *****	***	\$*****
C. Other services		
1. *****	***	*****
2. *****	***	*****
D. Mail Trace		
Mail Tracking, DirectNet View and Daily Scan File		
1. ***** (Note 17)	***	\$*****
2. *****	***	\$*****
3. ***** (Note 18)	***	*****
4. ***** (Note 19)	***	\$*****
5. ***** (Note 20)	*****	*****
6. *****	*****	\$*****
Automatic Suspension of Delinquency Actions		
7. ***** (Note 21)	*****	\$*****
E. Braille/Large Print Statement Functionality		
1. ***** (Note 22)	*****	\$*****
2. ***** (Note 23)	***	\$*****
F. Special Printer/Inserter Setup Fee ***** (Note 24)		
VIII. Paper and Envelopes: ***** (Note 25)		
1. *****	*****	\$*****





**Note 8:** \* \* \* \* \*  
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**Note 9:** \* \* \* \* \*  
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**Note 10:** \* \* \* \* \*  
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**Note 11:** \* \* \* \* \*  
**Note 12:** \* \* \* \* \*  
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**Note 13:** \* \* \* \* \*  
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**Note 14:** \* \* \* \* \*  
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**Note 15:** \* \* \* \* \*  
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**Note 16:** \* \* \* \* \*  
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**Note 17:** \* \* \* \* \*  
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**Note 18:** \* \* \* \* \*  
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**Note 19:** \* \* \* \* \*  
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**Note 20:** \* \* \* \* \*  
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**Note 21:** \* \* \* \* \*  
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**Note 22:** \* \* \* \* \*  
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**Note 23:** \* \* \* \* \*  
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**Note 24:** \* \* \* \* \*  
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**Note 4:** \*\*\*\*\*  
**Note 5:** \*\*\*\*\*  
**Note 6:** \*\*\*\*\*

**E. Account Updater**

Description of Item/Unit of Measure	Frequency	Fee
I. Account Updater processing fee (*** *****) (Note 1)		
*****	*****	\$*****
*****	*****	\$*****
*****	*****	\$*****

**F. Refund checks**

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**G. Precision eMail™**

Description of Item/Unit of Measure	Frequency	Fee
I. Implementation		
a) ***** (Note 1)	*** **	\$*****
2. Recurring Fees		
a) *****	Annually	\$*****
b) ***** (Note 2-4)		
*****TM, *****TM*	*****	\$*****
*****TM, *****TM*	*****	\$*****
*****TM, *****TM*	*****	\$*****
*****TM, *****TM*	*****	\$*****
3. Professional Services	*** **	****
4. Precision eMarketing™		
a) *****	*** **	****

**Note 1 :** Precision eMail™ will be implemented in accordance with a mutually agreed upon statement of work.  
**Note 2 :** \*\*\*\*\*  
**Note 3 :** \*\*\*\*\*  
**Note 4 :** \*\*\*\*\*

**H. Front Counter Printer Solution**

Description of Item/Unit of Measure	Frequency	Fee
I. CSG Front Counter Printer Solution (Note 1)		
a) ***** (Note 2) (Note 3)	*****	\$*****

**Note 1:** Design, development and implementation services and lead times will be set forth in a mutually agreeable Statement of Work.  
**Note 2:** \*\*\*\*\*  
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Note 3: \*\*\*\*\*  
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CSG SERVICES  
 IV. Credit Management and Collections

A. Risk Management (Equifax Interface) (Note1)

Description of Item/Unit of Measure	Frequency	Fee
1. Startup		
a) ***** (Note 2)	*****	*****
b) ***** (Note 3)	*****	*****
2. Transactions		
a) *****	*****	*****
b) *****	*****	*****
3. Database updates		
a) *****	*****	*****

Note 1: \*\*\*\*\*  
 Note 2: \*\*\*\*\*  
 Note 3: \*\*\*\*\*

B. Collections — \*\*\*\*\*

CSG SERVICES  
 V. Technical Services (Note 1)

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Description of Item/Unit of Measure	Frequency	Fee
1. Development Team or Re-Investment Team (*****)	*****	*****
2. Professional Services (*****)	*****	*****

Note 1: \*\*\*\*\*  
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CSG SERVICES  
 VI. Additional training and documentation

A. User training at CSG facility

Description of Item/Unit of Measure	Frequency	Fee
1. Single seat (per seat, per class)	*****	*****

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B. Virtual classroom training

Description of Item/Unit of Measure	Frequency	Fee
1. Per instructor, per hour	*****	*****
2. Per port, per hour	*****	*****
3. Per port, per hour	*****	*****

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**Note 2:** \*\*\*\*\*  
**Note 3:** Each implementation for Direct Sales Express Services will be set forth in a mutually agreeable Statement of Work.  
**Note 4:** \*\*\*\*\*  
**Note:** \*\*\*\*\*

CSG LICENSED PRODUCTS

- I. Product installation and other associated items
- A. Product installation and other associated items

Description of Item/Unit of Measure	Frequency	Fee
1. ACSR installation (per server) (Note 1)	*****	\$*****
2. ACSR (Web-Enabled)		
a) ***** (Note 1) (Note 2)	*****	\$*****
b) *****	*****	\$*****
c) *****	*****	\$*****
3. ACSR module of High-Speed Data installation (per server) (Note 1)	*****	\$*****
4. ACSR Advanced Billing Solution	*****	\$*****
5. CTT installation (per server) (Note 1)	*****	\$*****
6. Screen Express or Message Express installation (Note 1) (Note 4)		
a) *****	*****	\$*****
b) *****	*****	\$*****
c) *****	*****	\$*****
- *****	*****	\$*****
_ *****	*****	\$*****
_ *****	*****	\$*****
d) *****	*****	\$*****
7. Statement Express		
a) ***** (Note 1)	*****	\$*****
b) *****	*****	*****
8. Workforce Management		
a) ***** (Note 1)(Note 7)	*****	*****
b) ***** (Note 6)	*****	\$*****
c) *****	*****	\$*****
d) ***** (Note 1)	*****	\$*****
(Note 3)		
e) *****	*****	\$*****
f) *****	*****	*****
g) *****	*****	\$*****
h) ***** (Note 8) (Note 9)	*****	\$*****
i) ***** (Note 10)	*****	\$*****
j) *****	*****	\$*****
k) *****	*****	\$*****
l) *****	*****	\$*****
m) *****	*****	\$*****
9. Miscellaneous product installation services		
a) ***** (Note 1)	*****	\$*****
b) ***** (Note 5)	*****	\$*****

**Note 1:** \*\*\*\*\*  
**Note 2:** \*\*\*\*\*





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Component Fees

Description of Item/Unit of Measure	Frequency	Fee*
<b>1. Enhanced Call Routing with Messaging</b>		
a) *****	*** *****	§*****
b) *****	*****	§*****
c) ***** ( Note 1 )	*** *****	§*****
<b>2. Order Workflow</b>		
a) *****	*** *****	§*****
b) ***** ( Note 1 )	*** *****	§*****
<b>3. CIT</b>		*** *****
<b>4. Leads Tracking</b>		*** *****

Note 1: All installation services and the associated fees shall be set forth in a mutually agreed upon Statement of Work.

Note: \*\*\*\*\*

CSG LICENSED PRODUCTS

- II. CSG SmartLink/SmartLink BOS installation and other associated items
- A. CSG SmartLink/SmartLink BOS installation and other associated items

Description of Item/Unit of Measure	Frequency	Fee
<b>1. Installation and startup (Note 1)</b>	*** *****	*****
<b>2. Interface development and technical services (Note 2)</b>	*** *****	*****
<b>3. Interface certification services for non-supported third party applications (per certification) (Note 3)</b>	*** *****	*****

Note 1: Installation and startup services. All installation and startup services and the associated fees shall be set forth in a mutually agreed upon Statement of Work. \*\*\*\*\*

Note 2: Interface development and technical services. \*\*\*\*\* All interface development services and technical services and the associated fees shall be set forth in a mutually agreed upon Statement of Work. \*\*\*\*\*

Note 3: \*\*\*\*\* services for non-supported third party applications. \*\*\*\*\* All interface certification services and the associated fees shall be set forth in a mutually agreed upon Statement of Work. \*\*\*\*\*

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- \*\*\*\*\*

- \*\*\*\*\*
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- \*\*\*\*\*
- \*\*\*\*\*

**II.B. CSG Smartlink/Smartlink BOS Environment and Transactions Per Second ("TPS")**

Description of Item/Unit of Measure	Frequency	Fee
<b>I. Monthly Fees based on Transactions per Second ("TPS") (Note 1-3)</b>		
a. ****	*****	\$*****
b. ****	*****	****

**Note 1 :** \*\*\*\*

\*\*\*\*\*

**Note 2 :** \*\*\*\*

Description of Item/Unit of Measure	Frequency	Fee
<b>Transactions per Second ("TPS") Level Discounts</b>		
****	*****	\$*****
****	*****	\$*****
****	*****	\$*****

- 1) \*\*\*\*
- 2) \*\*\*\*

**Note 3 :** \*\*\*\*



CSG LICENSED PRODUCTS

IV. Other CSG licensed Products

Description of Item/Unit of Measure	Frequency	Fee
<b>I. AOI API (Note 1)</b>		
a) *****	*** *****	§*****
b) *****	*****	§*****
<b>Note 1:</b> *****		

CSG LICENSED PRODUCTS

V. CSG Vantage setup and database modifications and other services

Description of Item/Unit of Measure	Frequency	Fee
<b>I. Setup and database modifications</b>		
a) *****	*** *****	§*****
b) ***** (Note 1)	*** *****	§*****
<b>2. Optional static tables (Note 2)</b>		
a) *****	*** *****	****
b) *****	*****	§*****
c) *****	*****	§*****
<b>3. Optional monetary transaction detail tables (Note 3)</b>		
a) *****	*** *****	****
b) *****	*****	§*****
<b>4. Optional high-speed data support (Note 4)</b>		
a) *****	*** *****	****
<b>5. Optional workforce management support (Note 5)</b>		
a) *****	*** *****	****
<b>6. Optional scheduling calendar (Note 6)</b>		
a) *****	*** *****	****
b) *****	*****	§*****
<b>7. Optional Vantage Direct</b>		
a) ***** (Note 9)	*** *****	§*****
b) *****	*** *****	§*****
c) ***** (Note 11)	*****	§*****
<b>8. Additional CPU usage (***) (Note 7)</b>	*** *****	§*****
<b>9. Systems integration and support (****) (Note 8)</b>	*** *****	§*****
<b>10. Optional enhanced security tables (Note 10)</b>		
a) *****	*** *****	§*****
<b>11. Optional earned/unearned revenue at the subscriber level tables</b>		
a) *****	*** *****	****
b) *****	*****	§*****
<b>12. Optional Residential Voice Support – Vantage</b>		
a) *****	*** *****	****
b) *****	*****	§*****
<b>Note 1:</b> *****		
<b>Note 2:</b> *****		
<b>Note 3:</b> *****		
<b>Note 4:</b> *****		
<b>Note 5:</b> *****		
<b>Note 6:</b> *****		

**Note 7:** \*\*\*\*\*  
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 \*\*\*\*\*

**Note 8:** \*\*\*\*\*  
 \*\*\*\*\*  
 \*\*\*\*\*

**Note 9:** \*\*\*\*\*  
 \*\*\*\*\*

**Note 10:** \*\*\*\*\*  
 \*\*\*\*\*

**Note 11:** \*\*\*\*\*  
 \*\*\*\*\*

**Note 12:** \*\*\*\*\*  
 \*\*\*\*\*  
 \*\*\*\*\*

VI. Vantage Near-Real Time

Description of Item/Unit of Measure	Frequency	Fee
1. Vantage Near-Real Time/ Optional Vantage Direct-AESP MessageLink/ Optional Monetary Transaction Detail Tables	*****	\$*****
*****	*****	\$*****
2. Additional Capacity	*****	\$*****
*****	*****	\$*****

Notes:  
 (a) \*\*\*\*\*  
 \*\*\*\*\*

(b) \*\*\*\*\*  
 \*\*\*\*\*

(c) \*\*\*\*\*  
 \*\*\*\*\*  
 \*\*\*\*\*

(d) \*\*\*\*\*  
 \*\*\*\*\*  
 \*\*\*\*\*

(e) \*\*\*\*\*  
 \*\*\*\*\*  
 \*\*\*\*\*

(f) \*\*\*\*\*  
 \*\*\*\*\*  
 \*\*\*\*\*

(g) \*\*\*\*\*  
 \*\*\*\*\*  
 \*\*\*\*\*

(h) \*\*\*\*\*  
 \*\*\*\*\*

\*\*\*\*\*  
 \*\*\*\*\*

**THIRD PARTY SOFTWARE THAT MAY BE PROCURED THROUGH CSG**

\*\*\*\*\*  
 \*\*\*\*\*  
 \*\*\*\*\*

**MISCELLANEOUS**

Monthly and/or Annual recurring fees provided in an SOW or LOA (fees that are not specifically listed in any other product or service section of Schedule F)

Description of Item/Unit of Measure	Frequency	Fee
1. ***** ***** ***** ***** *****		
a) *****	*****	\$*****
b) *****		
1) *****.	*****	\$*****
2) *****.	*****	\$*****
3) *****.	*****	\$*****
c) *****		
1) *****.		
*****	*****	\$*****
*****	*****	\$*****
2) *****.	*****	\$*****
*****		
*****		
3) *****.	*****	\$*****
*****		
2. ***** ***** ***** *****		
a) *****	*****	\$*****
b) *****		
1) *****.	*****	\$*****
2) *****.	*****	\$*****
3. ***** ***** ***** ***** *****		
a) *****		
1) *****.	*****	\$*****
2) *****.	*****	\$*****
b) *****	*****	\$*****
4. ***** *****		
a) *****	*****	\$*****
5. ***** ***** ***** *****		
a) *****		
1) *****.	*****	\$*****
2) *****.	*****	\$*****
b) *****	*****	\$*****
6. ***** ***** ***** *****		
a) *****	*****	\$*****







a) *****	*****	§*****
43. ***** *****		
a) *****	*****	§*****
44. *** ** *****		
a) *****	*****	§*****
45. ***** ***** *****		
a) *****	*****	§*****
46. *** ** *****		
a) *****	*****	§*****
47. *** ** *****		
a) *****	*****	§*****
48. *** ** *****		
a) *****	*****	§*****
49. ***** *****		
a) *****	*****	§*****
b) *****	*****	§*****
50. ***** *****		
a) *****	*****	§*****
51. *** ** *****		
a) *****	*****	§*****
52. ***** *****		
a) *****	*****	§*****
b) *****	*****	§*****
53. ***** *****		
a) *****	*****	§*****
54. ***** *****		
a) *****	*****	§*****
b) *****	*****	§*****
c) *****	*****	§*****
d) *****	*****	§*****
55. ***** *****		
a) *****	*****	§*****
56. *** ** *****		
a) *****	*****	§*****
57. *** ** ***** *****		
a) ***** ( Note 1 )	*****	§*****

Note 1: \*\*\*\*\*

I. EVPN  
 A. Primary Circuit:

Circuit Speed	Installation Charge (***)	Monthly Charge (***)
** ****	\$*****	\$*****
*** ****	\$*****	\$*****
**** ****	\$*****	\$*****
***** ****	\$*****	\$*****
***** ****	\$*****	\$*****

- Notes:  
 1. \*\*\*\*\*  
 2. \*\*\*\*\*  
 3. \*\*\*\*\*

B. Hot Stand-By Circuit:

Circuit Speed	Installation Charge (***)	Monthly Charge (***)
** ****	\$*****	\$*****
*** ****	\$*****	\$*****
**** ****	\$*****	\$*****
***** ****	\$*****	\$*****

- Notes:  
 1. \*\*\*\*\*  
 2. \*\*\*\*\*  
 3. \*\*\*\*\*

C. Surcharge for Alaska, Hawaii, Virgin Islands and Puerto Rico (per line):

Circuit Speed	Monthly Charge (***)
** ****	\$*****
*** ****	\$*****
**** ****	\$*****
***** ****	\$*****

D. Other EVPN Ancillary Charges:

Description of Item	Monthly Charge
Medium Router Upgrade	\$*****
Large Router Upgrade	\$*****
Serial Port (***)	\$*****

II. IP Gateway Solution

Description of Item/Unit of Measure	Frequency	Fee
1. Base operations and Support (***)	*****	\$*****
2. Installation and Configuration (Note 1)	*****	*****
3. TCB adds for IP gateway with expedite	*****	\$*****
4. Per TCB with Region Router Enabled (***) (Note 2)	*****	\$*****

Note 1: \*\*\*\*\* agreed upon Statement of Work.  
 Note 2 : \*\*\*\*\*





**Schedule G**

**AGREEMENT IN RELATION TO THE TRANSFER OF SUBSCRIBERS  
FROM CSG/DISPOSING ENTITY AGREEMENT TO ACQUIRING ENTITY  
(The "Interim Letter Agreement")**

CSG Systems, Inc. ("CSG") has been informed that \_\_\_\_\_, (the "Disposing Entity") desires to sell, divest or otherwise transfer, or has sold, divested or otherwise transferred subscribers, as specifically set forth in the attached Schedule A (the "Transferred Subscribers") to \_\_\_\_\_, (the "Acquiring Entity"). The Transferred Subscribers are currently processed subject to the terms and conditions of the Disposing Entity's CSG Master Subscriber Management System Agreement dated \_\_\_\_\_, together with the amendments thereto, which constitute the "CSG/Disposing Entity's Agreement".

This Interim Letter Agreement dated this \_\_\_ day of \_\_\_\_\_, 200\_, (the "Agreement Date") sets forth the interim terms and conditions of the Disposing Entity's and the Acquiring Entity's use of the CSG Products and Services and shall be executed by the Disposing Entity, the Acquiring Entity, and CSG. This Interim Letter Agreement shall remain in effect, (the "Term"), until such time as one of the following occurs: (1) execution of a CSG Master Subscriber Management System Agreement (a "CSG Master Agreement"), or (2) de-conversion of the transferred Subscribers off of CSG's ACP system and discontinuance of all use of CSG Products and Services. However, a CSG Master Agreement must be executed, (number (1) herein), or de-conversion, (number (2) herein), will occur within six (6) months from the date of the closing of the transfer to Acquiring Entity. CSG is under no obligation and has no responsibility to accommodate the transfer of any subscribers from the Disposing Entity to the Acquiring Entity until this Interim Letter Agreement has been fully executed by all parties.

**1. TERMS AND CONDITIONS.**

During the Term, except as set forth herein, all other provisions, conditions and representations for Acquiring Entity's use of the Products and Services and CSG's related obligations shall be governed by and subject to Sections 2.1-2.7, 12, and Schedules B-D set forth in CSG's current standard CSG Master Subscriber Management System Agreement.

With respect to the Products and Services for the Transferred Subscribers during the Term, Acquiring Entity accepts and hereby acknowledges that ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE CSG PRODUCTS, ANY THIRD PARTY SOFTWARE, AND THE CSG SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY CSG, ITS AGENTS OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, SATISFACTION, OR FITNESS FOR PARTICULAR PURPOSE) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH CSG, ITS LICENSORS OR ITS VENDORS MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED THE AMOUNT ACTUALLY PAID BY DISPOSING OR ACQUIRING ENTITY ALLOCABLE TO THE SPECIFIC PRODUCT OR SERVICE INVOLVED THAT DIRECTLY CAUSED THE DAMAGE.

Unless the Acquiring Entity has executed a CSG Master Agreement by the end of the Term of this Interim Letter Agreement, Acquiring Entity must deconvert off of the CSG Products and Services and therefore shall be responsible for and hereby agrees to pay to CSG all then current de-conversion costs, including but not limited to the per set de-conversion tape fee and the fees for processing and deconverting subscribers, including on-line access fees, which amounts shall be due and payable thirty (30) days prior to the intended de-conversion. CSG shall be under no obligation or liability to provide any de-conversion tapes or records until all amounts due hereunder, and as otherwise provided in this Interim Letter Agreement, shall have been paid in full.

**2. NO TRANSFERABLE LICENSES.**

Disposing Entity's license to use the Products and any Incorporated Third Party Software as set forth in the CSG/Disposing Entity's Agreement is nontransferable and nonassignable. Nothing herein shall be deemed as sublicensing, granting, assigning or otherwise transferring to Acquiring Entity any of the licenses granted to

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Disposing Entity by CSG for any of the Products. Acquiring Entity's use of the Products during the Term of this Interim Letter Agreement shall be subject to the limited use license and maintenance fees set forth in the attached Schedule B and Acquiring Entity's use of the Products shall be considered a non-exclusive, non-transferable license to use the Products in object code form for the limited duration of the Term so long as Acquiring Entity pays the limited use license and maintenance fees set forth in Schedule B. Acquiring Entity specifically acknowledges that it is bound by any and all other terms and conditions set forth in CSG's current standard CSG Master Subscriber Management System Agreement, including those related to any third party products which may be provided with or incorporated into the Products. Nothing in this Agreement will entitle Acquiring Entity to receive the source code related to the Products, in whole or in part, for any reason.

### 3. CONFIDENTIALITY.

With respect to the subject matter of this Agreement, Disposing Entity hereby agrees to be bound by the same confidentiality restrictions set forth in the CSG/Disposing Entity's Agreement. Acquiring Entity hereby agrees to the following confidentiality restrictions with respect to the subject matter of this Interim Letter Agreement:

(a) Definition. Acquiring Entity and CSG may reveal information relating to each other's business, the Products, Services and any third party software provided hereunder, which is confidential (the "Confidential Information"), and Acquiring Entity acknowledges that confidentiality restrictions are imposed by CSG's licensors or vendors.

Confidential Information shall include, without limitation, all of Acquiring Entity's and CSG's trade secrets, and all know-how, design, invention, plan or process and Acquiring Entity's data and information relating to Acquiring Entity's and CSG's respective business operations, services, products, research and development, CSG's vendors' or licensors' information and products, and all other information that is marked "confidential" or "proprietary" prior to or upon disclosure, or which, if disclosed orally, is identified by the disclosing party at the time as being confidential or proprietary and is confirmed by the disclosing party as being Confidential Information in writing within thirty (30) days after its initial disclosure.

(b) Restrictions. Each party shall use its reasonable best efforts to maintain the confidentiality of such Confidential Information and not show or otherwise disclose such Confidential Information to any third parties, including, but not limited to, independent contractors and consultants, without the prior written consent of the disclosing party. Each party shall use the Confidential Information solely for purposes of performing its obligations under this Agreement. Each party shall indemnify the other for any loss or damage the other party may sustain as a result of the wrongful use or disclosure by such party (or any employee, agent, licensee, contractor, assignee or delegate of the other party) of its Confidential Information. Acquiring Entity will not allow the removal or defacement of any confidentiality or proprietary notice placed on any CSG documentation or products. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature.

(c) Disclosure. Neither party shall have any obligation to maintain the confidentiality of any Confidential Information which: (i) is or becomes publicly available by other than unauthorized disclosure by the receiving party; (ii) is independently developed by the receiving party; or (iii) is received from a third party who has lawfully obtained such Confidential Information without a confidentiality restriction. If required by any court of competent jurisdiction or other governmental authority, the receiving party may disclose to such authority, data, information or materials involving or pertaining to Confidential Information to the extent required by such order or authority, provided that the receiving party shall first have used its best efforts to obtain a protective order or other protection reasonably satisfactory to the disclosing party sufficient to maintain the confidentiality of such data, information or materials. If an unauthorized use or disclosure of Confidential Information occurs, the parties will take all steps which may be available to recover the documentation and/or products and to prevent their subsequent unauthorized use or dissemination.

(d) Limited Access. Each party shall limit the use and access of Confidential Information to such party's bona fide employees or agents, including independent auditors and required governmental agencies, who have a need to know such information for purposes of conducting the receiving party's business and who agree to comply with the use and non-disclosure restrictions applicable to the products and documentation under this Agreement. If requested, the receiving party shall cause such individuals to execute appropriate confidentiality agreements in favor of the disclosing party. Each party shall notify all employees and agents who have access to Confidential Information or to whom disclosure is made that the Confidential Information is the confidential, proprietary

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property of the disclosing party and shall instruct such employees and agents to maintain the Confidential Information in confidence.

**4. PAYMENT OF FEES AND EXPENSES.**

Subject to the terms and conditions of the CSG/Disposing Entity's Agreement, Disposing Entity shall be fully responsible to CSG for any and all outstanding fees and expenses (and related taxes, where applicable) that were incurred for the Products and Services in relation to the Transferred Subscribers prior to, and through the first full CSG billing period, subsequent to the closing date of the transfer (i.e., the "Effective Date of Transfer" as listed on Exhibit A) of the Transferred Subscribers to Acquiring Entity.

For the Term of this Interim Letter Agreement, Acquiring Entity is responsible for payment for the Products and Services (and related taxes, where applicable) and hereby agrees to pay CSG for the Products and Services used and incurred subsequent to the first full CSG billing period after the closing date of the transfer (i.e., the "Effective Date of Transfer" as listed on Exhibit A) of the Transferred Subscribers from the Disposing Entity at the rates set forth in Exhibit B. Acquiring Entity shall pay amounts due within thirty (30) days after the date of invoice therefor. Any amount not paid when due shall thereafter bear interest until paid at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate allowed by applicable law.

The parties hereby agree that the fees set forth in this Interim Letter Agreement are only valid for the Term and have been provided by CSG for the purpose of accommodating both the Acquiring Entity and the Disposing Entity in regard to the transfer of the Transferred Subscribers.

**THIS INTERIM LETTER AGREEMENT IS NOT EFFECTIVE UNTIL SIGNED ON BEHALF OF EACH PARTY.**

This Interim Letter Agreement is agreed to by the parties as of the Agreement Date set forth above.

**CSG SYSTEMS, INC. ("CSG")**

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**("ACQUIRING ENTITY")**

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**("DISPOSING ENTITY")**

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Schedule H

SUPPORT SERVICES FOR THE PRODUCTS

I. Strategic Business Unit

CSG will assign a dedicated team exclusively for the support of Customer ("Comcast Strategic Business Unit or SBU"). The SBU will have the overall responsibility for Customer satisfaction with all Products and Services. CSG will assign and maintain personnel in the SBU which have the appropriate skills and adequate resources to perform the support Customer throughout the Term of this Agreement. The make-up of the SBU may change from time to time to meet the changing needs of Customer. The SBU shall distribute copies of CSG's current escalation process to all Customers and agrees to provide timely updates to reflect any material changes to the escalation process. The SBU will participate in periodic conference calls and meetings with Customer to gain direct feedback on user satisfaction, industry trends and Customers' short and long term plans .

II. Support Services for the Products (excluding Vantage):

Product Support Center

The customer Product Support Center (PSC) provides Customers with advice, consultation and assistance to use Products and receive Operational and Systems Management Services and diagnose and correct problems, including without limitation any failure of a Product to perform substantially as described in the Documentation for such Product ("Problems"), that Customer may encounter with the Products and Services. CSG will offer the Product Support Center remotely by toll-free telephone, fax or other electronic communication \*\*\*\*\* \*\*\*, Customer will bear all fax and other expenses that it may incur in connection with the Product Support Center. Every Customer Problem is assigned a tracking number and CSG will assign a priority/severity level to all Problems reported by Customer in accordance with mutually agreed upon prioritization criteria. Problems are resolved according to their assigned priority/severity. CSG may, upon notice to Customer, change a designated priority/severity level of any problem if, after investigation, the impact of the problem on Customer's business operations is determined to be more or less severe than the initial designation. The terms and conditions set forth in this Schedule H shall also apply to any Deliverables with respect to which a Customer has purchased support and maintenance services from CSG.

When contacting the PSC, the caller should be prepared to provide detailed information regarding the problem and the impact on the operation and the end user. In certain situations, Customer will need to provide CSG with adequate examples and details to assist with problem identification. Each problem or question is assigned a tracking number and a priority/severity. The priority/severity is set to correspond with the urgency of the problem. A Customer shall describe the urgency of the problem when it is initially reported. The priority/severity levels are described below:

CRITICAL (PRIORITY/SEVERITY 1): \*\*\*\*\* \*\*

\*\*\*\*\* \*\* The Customer will receive CSG's immediate response, prioritized problem resolution and restorative services at the highest possible level. Once control has been regained, efforts are then made to determine the "root cause" of the problem. Considering the nature of the cause, the problem is adjusted to one of the other priorities and processed accordingly. While a Critical (Priority/Severity 1) problem exists, the Product Support Center shall provide around-the-clock support until such Customer's system/network/application is restored to operational status.

SERIOUS (PRIORITY/SEVERITY 2): \*\*\*\*\* \*\*

\*\*\*\*\* \*\* The Product Support Center's goal is to ensure that control of the system is not jeopardized and to work with such Customer to gather information in order to resolve the issue. While a Serious (Priority/Severity 2) problem exists, the Product Support Center shall





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\*\*\*\*\*;  
3. \*\*\*\*\*  
4. \*\*\*\*\*  
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**VI. Customer/SBU Review of Support Services.** The Comcast SBU will meet with Customer on a scheduled monthly basis to review CSG's support services and to gain Customer's insight and suggestions. This review will include senior level representatives from the SBU, PSC as well as any other individuals necessary to provide any additional information. Senior level representatives from Customer, such as the Contract Administrator or Technical Coordinator, shall be available at this meeting.

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**Schedule I**

**MASTER PREFERRED ESCROW AGREEMENT**

All references to DSI shall mean Iron Mountain Intellectual Property Management, Inc.  
Master Number \_\_\_\_\_

This Agreement is effective \_\_\_\_\_, 20\_\_\_\_ among Data Securities International, Inc. ("DSI"), CSG Systems, Inc. ("Depositor") and any additional party signing the Acceptance Form attached to this Agreement ("Preferred Beneficiary"), who collectively may be referred to in this Agreement as "the parties."

A Depositor and Preferred Beneficiary have entered or will enter into a license agreement, development agreement, and/or other agreement regarding certain proprietary technology of Depositor (referred to in this Agreement as "the license agreement").

B. Depositor desires to avoid disclosure of its proprietary technology except under certain limited circumstances.

C. The availability of the proprietary technology of Depositor is critical to Preferred Beneficiary in the conduct of its business and, therefore, Preferred Beneficiary needs access to the proprietary technology under certain limited circumstances.

D. Depositor and Preferred Beneficiary desire to establish an escrow with DSI to provide for the retention, administration and controlled access of certain proprietary technology materials of Depositor.

E. The parties desire this Agreement to be supplementary to the license agreement pursuant to 11 United States [Bankruptcy] Code, Section 365(n).

**ARTICLE 1 — DEPOSITS**

1.1 Obligation to Make Deposit. Upon the signing of this Agreement by the parties, including the signing of the Acceptance Form, Depositor shall deliver to DSI the proprietary information and other materials ("deposit materials") required to be deposited by the license agreement or, if the license agreement does not identify the materials to be deposited with DSI, then such materials will be identified on an Exhibit A. If Exhibit A is applicable, it is to be prepared and signed by Depositor and Preferred Beneficiary. DSI shall have no obligation with respect to the preparation, signing or delivery of Exhibit A.

1.2 Identification of Tangible Media. Prior to the delivery of the deposit materials to DSI, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the deposit materials are written or stored. Additionally, Depositor shall complete Exhibit B to this Agreement by listing each such tangible media by the item label description, the type of media and the quantity. The Exhibit B must be signed by Depositor and delivered to DSI with the deposit materials. Unless and until Depositor makes the initial deposit with DSI, DSI shall have no obligation with respect to this Agreement, except the obligation to notify the parties regarding the status of the deposit account as required in Section 2.2 below.

1.3 Deposit Inspection. When DSI receives the deposit materials and the Exhibit B, DSI will conduct a deposit inspection by visually matching the labeling of the tangible media containing the deposit materials to the item descriptions and quantity listed on the Exhibit B. In addition to the deposit inspection, Preferred Beneficiary may elect to cause a verification of the deposit materials in accordance with Section 1.6 below.

1.4 Acceptance of Deposit. At completion of the deposit inspection, if DSI determines that the labeling of the tangible media matches the item descriptions and quantity on Exhibit B, DSI will date and sign the Exhibit B and mail a copy thereof to Depositor and Preferred Beneficiary. If DSI determines that the labeling does not match the item descriptions or quantity on the Exhibit B, DSI will (a) note the discrepancies in writing on the Exhibit B; (b) date and sign the Exhibit B with the exceptions noted; and (c) provide a copy of the Exhibit B to Depositor and Preferred Beneficiary. DSI's acceptance of the deposit occurs upon the signing of the Exhibit B by DSI. Delivery of the signed Exhibit B to Preferred Beneficiary is Preferred Beneficiary's notice that the deposit materials have been received and accepted by DSI.

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1.5 Depositor's Representations. Depositor represents as follows:

- a. Depositor lawfully possesses all of the deposit materials deposited with DSI;
- b. With respect to all of the deposit materials, Depositor has the right and authority to grant to DSI and Preferred Beneficiary the rights as provided in this Agreement;
- c. The deposit materials are not subject to any lien or other encumbrance;
- d. The deposit materials consist of the proprietary information and other materials identified either in the license agreement or Exhibit A, as the case may be; and
- e. The deposit materials are readable and useable in their current form or, if the deposit materials are encrypted, the decryption tools and decryption keys have also been deposited.

1.6 Verification. Preferred Beneficiary shall have the right, at Preferred Beneficiary's expense, to cause a verification of any deposit materials. A verification determines, in different levels of detail, the accuracy, completeness, sufficiency and quality of the deposit materials. If a verification is elected after the deposit materials have been delivered to DSI, then only DSI, or at DSI's election an independent person or company selected and supervised by DSI, may perform the verification.

1.7 Deposit Updates. Unless otherwise provided by the license agreement, Depositor shall update the deposit materials within 60 days of each release of a new version of the product which is subject to the license agreement. Such updates will be added to the existing deposit. All deposit updates shall be listed on a new Exhibit B and the new Exhibit B shall be signed by Depositor. Each Exhibit B will be held and maintained separately within the escrow account. An independent record will be created which will document the activity for each Exhibit B. The processing of all deposit updates shall be in accordance with Sections 1.2 through 1.6 above. All references in this Agreement to the deposit materials shall include the initial deposit materials and any updates.

1.8 Removal of Deposit Materials. The deposit materials may be removed and/or exchanged only on written instructions signed by Depositor and Preferred Beneficiary, or as otherwise provided in this Agreement.

## ARTICLE 2 — CONFIDENTIALITY AND RECORD KEEPING

### 2.1 Confidentiality.

- a. DSI shall maintain the deposit materials in a secure, environmentally safe, locked facility which is accessible only to authorized representatives of DSI. DSI shall have the obligation to reasonably protect the confidentiality of the deposit materials and any other confidential and proprietary information ("Information") disclosed to DSI in connection with this Agreement. DSI will take all reasonable precautions necessary to safeguard the confidentiality of the Depositor's Information, including (i) those required under this Section 2.1, (ii) those taken by DSI to protect its own confidential information and (iii) those which the Depositor may reasonably request from time to time and for which the Depositor has agreed to pay DSI's quoted fees for such requested precaution.
  - b. Except as provided in this Agreement, DSI shall not disclose, transfer, make available, or use the Information. DSI shall not disclose the content of this Agreement to any third party. If DSI receives a subpoena or other order of a court or other judicial tribunal pertaining to the disclosure or release of the deposit materials, DSI will immediately notify the parties to this Agreement. It shall be the responsibility of Depositor and/or Preferred Beneficiary to challenge any such order; provided, however, that DSI does not waive its rights to present its position with respect to any such order. DSI will not be required to disobey any court or other judicial tribunal order. (See Section 7.5 below for notices of requested orders.)
  - c. The parties acknowledge that Depositor will be irreparably harmed if DSI's obligations under this Section 2.1 are not specifically enforced and that Depositor would not have an adequate remedy at
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law in the event of an actual or threatened violation by DSI of its obligations. Therefore, DSI agrees that Depositor shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by DSI, its employees or agents, without the necessity of Depositor showing actual damages or that monetary damages would not afford an adequate remedy.

2.2 Status Reports. DSI will issue to Depositor and Preferred Beneficiary a report profiling the account history at least semi-annually. DSI may provide copies of the account history pertaining to this Agreement upon the request of any party to this Agreement.

2.3 Audit Rights. During the term of this Agreement, Depositor and Preferred Beneficiary shall each have the right to inspect the written records of DSI pertaining to this Agreement. Any inspection shall be held during normal business hours and following reasonable prior notice.

#### ARTICLE 3 — GRANT OF RIGHTS TO DSI

3.1 Title to Media. Depositor hereby transfers to DSI the title to the media upon which the proprietary information and materials are written or stored. However, this transfer does not include the ownership of the proprietary information and materials contained on the media such as any copyright, trade secret, patent or other intellectual property rights.

3.2 Right to Make Copies. DSI shall have the right to make copies of the deposit materials as reasonably necessary to perform this Agreement. DSI shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on the deposit materials onto any copies made by DSI. With all deposit materials submitted to DSI, Depositor shall provide any and all instructions as may be necessary to duplicate the deposit materials including but not limited to the hardware and/or software needed.

3.3 Right to Transfer Upon Release. Depositor hereby grants to DSI the right to transfer deposit materials to Preferred Beneficiary upon any release of the deposit materials for use by Preferred Beneficiary in accordance with Section 4.5. Except upon such a release or as otherwise provided in this Agreement, DSI shall not transfer the deposit materials.

#### ARTICLE 4 — RELEASE OF DEPOSIT

4.1 Release Conditions. As used in this Agreement, "Release Conditions" shall mean any condition set forth in the license agreement.

4.2 Filing For Release. If Preferred Beneficiary believes in good faith that a Release Condition has occurred, Preferred Beneficiary may provide to DSI written notice of the occurrence of the Release Condition and a request for the release of the deposit materials. Upon receipt of such notice, DSI shall provide a copy of the notice to Depositor, by certified mail, return receipt requested, or by commercial express mail.

4.3 Contrary Instructions. From the date DSI mails the notice requesting release of the deposit materials, Depositor shall have ten business days to deliver to DSI Contrary Instructions. "Contrary Instructions" shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Upon receipt of Contrary Instructions, DSI shall send a copy to Preferred Beneficiary by certified mail, return receipt requested, or by commercial express mail. Additionally, DSI shall notify both Depositor and Preferred Beneficiary that there is a dispute to be resolved pursuant to the Dispute Resolution section of this Agreement (Section 7.3). Subject to Section 5.2, DSI will continue to store the deposit materials without release pending (a) joint instructions from Depositor and Preferred Beneficiary; (b) resolution pursuant to the Dispute Resolution provisions; or (c) order of a court.

4.4 Release of Deposit. If DSI does not receive Contrary Instructions from the Depositor, DSI is authorized to release the deposit materials to the Preferred Beneficiary or, if more than one beneficiary is registered to the deposit, to release a copy of the deposit materials to the Preferred Beneficiary. However, DSI is entitled to receive any fees due DSI before making the release. This Agreement will terminate upon the release of the deposit materials held by DSI.

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4.5 Right to Use Following Release. Unless otherwise provided in the license agreement, upon release of the deposit materials in accordance with this Article 4, Preferred Beneficiary shall have the right to use the deposit materials for the sole purpose of continuing the benefits afforded to Preferred Beneficiary by the license agreement. Preferred Beneficiary shall be obligated to maintain the confidentiality of the released deposit materials in accordance with its confidentiality obligations under the license agreement and shall not create, write or develop any derivative software or in any way alter or modify the source code of any of the deposit materials.

#### ARTICLE 5 — TERM AND TERMINATION

5.1 Term of Agreement. The initial term of this Agreement is for a period of one year. Thereafter, this Agreement shall automatically renew from year-to-year unless (a) Depositor and Preferred Beneficiary jointly instruct DSI in writing that the Agreement is terminated; or (b) the Agreement is terminated by DSI for nonpayment in accordance with Section 5.2. If the Acceptance Form has been signed at a date later than this Agreement, the initial term of the Acceptance Form will be for one year with subsequent terms to be adjusted to match the anniversary date of this Agreement. If the deposit materials are subject to another escrow agreement with DSI, DSI reserves the right, after the initial one year term, to adjust the anniversary date of this Agreement to match the then prevailing anniversary date of such other escrow arrangements.

5.2 Termination for Nonpayment. In the event of the nonpayment of fees owed to DSI, DSI shall provide written notice of delinquency to the parties to this Agreement affected by such delinquency. Any such party shall have the right to make the payment to DSI to cure the default. If the past due payment is not received in full by DSI within one month of the date of such notice, then at any time thereafter DSI shall have the right to terminate this Agreement to the extent it relates to the delinquent party by sending written notice of termination to such affected parties. DSI shall have no obligation to take any action under this Agreement so long as any payment due to DSI remains unpaid.

5.3 Disposition of Deposit Materials Upon Termination. Upon termination of this Agreement by joint instruction of Depositor and each Preferred Beneficiary, DSI shall destroy, return, or otherwise deliver the deposit materials in accordance with such instructions. Upon termination for nonpayment, DSI may, at its sole discretion, destroy the deposit materials or return them to Depositor. DSI shall have no obligation to return or destroy the deposit materials if the deposit materials are subject to another escrow agreement with DSI.

5.4 Survival of Terms Following Termination. Upon termination of this Agreement, the following provisions of this Agreement shall survive:

- a. Depositor's representations (Section 1.5);
- b. DSI's confidentiality obligations (Section 2.1);
- c. The rights granted in the sections entitled Right to Transfer Upon Release (Section 3.3) and Right to Use Following Release (Section 4.5), if a release of the deposit materials has occurred prior to termination;
- d. The obligation to pay DSI any fees and expenses due;
- e. The provisions of Article 7; and
- f. Any provisions in this Agreement which specifically state they survive the termination or expiration of this Agreement.

#### ARTICLE 6 — DSI'S FEES

6.1 Fee Schedule. DSI is entitled to be paid its standard fees and expenses applicable to the services provided. DSI shall notify the party responsible for payment of DSI's fees at least 90 days prior to any increase in fees. For any service not listed on DSI's standard fee schedule, DSI will provide a quote prior to rendering the service, if requested.

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6.2 Payment Terms. DSI shall not be required to perform any service unless the payment for such service and any outstanding balances owed to DSI are paid in full. All other fees are due within 30 days of the date of invoice. If invoiced fees are not paid, DSI may terminate this Agreement in accordance with Section 5.2. Late fees on past due amounts shall accrue at the rate of one and one-half percent per month (18% per annum) 30 days from the date of the invoice.

#### ARTICLE 7 — LIABILITY AND DISPUTES

7.1 Right to Rely on Instructions. DSI may act in reliance upon any instruction, instrument, or signature reasonably believed by DSI to be genuine. DSI may assume that any employee of a party to this Agreement who gives any written notice, request, or instruction has the authority to do so. DSI shall not be responsible for failure to act as a result of causes beyond the reasonable control of DSI.

7.2 Indemnification. DSI shall be responsible to perform its obligations under this Agreement and to act in a reasonable and prudent manner with regard to this escrow arrangement. Provided DSI has acted in the manner stated in the preceding sentence, Depositor and Preferred Beneficiary each agree to indemnify, defend and hold harmless DSI from any and all claims, actions, damages, arbitration fees and expenses, costs, attorney's fees and other liabilities incurred by DSI relating in any way to this escrow arrangement.

7.3 Dispute Resolution. Any dispute relating to or arising from this Agreement shall be resolved by arbitration under the Commercial Rules of the American Arbitration Association. Unless otherwise agreed by Depositor and Preferred Beneficiary, arbitration will take place in Omaha, Nebraska, USA. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator(s). Service of a petition to confirm the arbitration award may be made by First Class mail or by commercial express mail, to the attorney for the party or, if unrepresented, to the party at the last known business address.

7.4 Controlling Law. This Agreement is to be governed and construed in accordance with the laws of the State of Nebraska, without regard to its conflict of law provisions.

7.5 Notice of Requested Order. If any party intends to obtain an order from the arbitrator or any court of competent jurisdiction which may direct DSI to take, or refrain from taking any action, that party shall:

- a. Give DSI at least two business days' prior notice of the hearing;
- b. Include in any such order that, as a precondition to DSI's obligation, DSI be paid in full for any past due fees and be paid for the reasonable value of the services to be rendered pursuant to such order; and
- c. Ensure that DSI not be required to deliver the original (as opposed to a copy) of the deposit materials if DSI may need to retain the original in its possession to fulfill any of its other escrow duties.

#### ARTICLE 8 — GENERAL PROVISIONS

8.1 Entire Agreement. This Agreement, which includes the Acceptance Form and the Exhibits described herein, embodies the entire understanding between all of the parties with respect to its subject matter and supersedes all previous communications, representations or understandings, either oral or written. No amendment or modification of this Agreement shall be valid or binding unless signed by all the parties hereto, except that Exhibit A need not be signed by DSI, Exhibit B need not be signed by Preferred Beneficiary and the Acceptance Form need only be signed by the parties identified therein.

8.2 Notices. All notices, invoices, payments, deposits and other documents and communications shall be given to the parties at the addresses specified in the attached Exhibit C and Acceptance Form. It shall be the responsibility of the parties to notify each other as provided in this Section in the event of a change of address. The parties shall have the right to rely on the last known address of the other parties. Unless otherwise provided in this Agreement, all documents and communications may be delivered by First Class mail.

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8.3 Severability. In the event any provision of this Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

8.4 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. However, DSI shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Preferred Beneficiary unless DSI receives clear, authoritative and conclusive written evidence of the change of parties.

CSG Systems, Inc.  
("Depositor")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Data Securities International, Inc.  
("DSI")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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**ACCEPTANCE FORM**

Account Number \_\_\_\_\_

Comcast Cable Communications Management, LLC hereby (i) acknowledges that it is the Preferred Beneficiary referred to in the Master Preferred Escrow Agreement effective \_\_\_\_\_, 20\_\_\_\_ with Data Securities International, Inc. as the escrow agent and CSG Systems, Inc. as the Depositor and (ii) agrees to be bound by all provisions of such Agreement.

The Depositor, the Preferred Beneficiary and DSI now desire to amend the Escrow Agreement in accordance with the terms and conditions set forth below. If the terms and conditions set forth in this Acceptance Form shall be in conflict with the Escrow Agreement, the terms and conditions of this Acceptance Form shall control. Any terms in initial capital letters or all capital letters used as a defined term but not defined in this Acceptance Form, shall have the meaning set forth in the Escrow Agreement. Upon execution of this Acceptance Form by the parties, any subsequent reference to the Escrow Agreement between the parties shall mean the Escrow Agreement as amended by this Acceptance Form. Except as amended by this Acceptance Form, the terms and conditions set forth in the Escrow Agreement shall continue in full force and effect according to their terms.

1. The first sentence of Section 1.7 shall be amended to read as follows:

Depositor shall update the deposit materials in accordance with Section 12.8 of the license agreement.

2. \*\*\*\*\* "\*\*\*\*\*" \*\*\*\*\*

3. Any notices to Preferred Beneficiary should go to:

Comcast Cable Communications  
Management, LLC

1306 Goshen Parkway  
Westchester, PA 19380  
Tel: \*\*\*\*\*  
Attn:\*\*\*\*\*

With a copy similarly addressed to General Counsel

Comcast Cable Communications Management, LLC  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_

Notices and communications should be addressed to:

Invoices should be addressed to:

Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Designated Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_

Facsimile: \_\_\_\_\_

\_\_\_\_\_

Depositor hereby enrolls Preferred Beneficiary to the following account(s):

Account Name

Account Number

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CSG Systems, Inc. ("Depositor")

Data Securities International, Inc. ("DSI")

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT A**

**MATERIALS TO BE DEPOSITED**

Account Number \_\_\_\_\_

Depositor represents to Preferred Beneficiary that deposit materials delivered to DSI shall consist of the following:

Advanced Customer Service Representative® (ACSR®)

Customer Interaction Tracking® (CIT®)

Communication Control System for video and high speed data (ACP)\*

\* The ACP code includes the source code necessary to run all of CSG's core billing services including; ACP batch cycles, statement processing, interfaces, Vantage reporting, selects reporting, event and event order processing, payment processing, work orders, converter processing, collections, delinquency processing and ACP online functionality.

CSG Systems, Inc.  
("Depositor")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Data Securities International, Inc.  
("DSI")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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**EXHIBIT B**

**DESCRIPTION OF DEPOSIT MATERIALS**

Depositor Company Name \_\_\_\_\_

Account Number \_\_\_\_\_

**PRODUCT DESCRIPTION:**

Product Name \_\_\_\_\_ Version \_\_\_\_\_

Operating System \_\_\_\_\_

Hardware Platform \_\_\_\_\_

**DEPOSIT COPYING INFORMATION:**

Hardware required: \_\_\_\_\_

Software required: \_\_\_\_\_

**DEPOSIT MATERIAL DESCRIPTION:**

Qty Media Type & Size Label Description of Each Separate Item  
(excluding documentation)

Disk 3.5 " or \_\_\_\_\_

DAT tape \_\_\_\_\_mm

CD- ROM

Data cartridge tape \_\_\_\_\_

TK 70 or \_\_\_\_\_ tape

Magnetic tape \_\_\_\_\_

Documentation

Other \_\_\_\_\_

I certify for Depositor that the above described DSI has inspected and accepted the above  
deposit materials have been transmitted to DSI: materials (any exceptions are noted above):

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Exhibit B# \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date Accepted \_\_\_\_\_

Send materials to: DSI, 2100 Norcross Parkway, Ste. 150 Norcross, GA 30071

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**EXHIBIT C**

**DESIGNATED CONTACT**

Master Number \_\_\_\_\_

Notices and communications should be addressed to:

Company Name: CSG Systems, Inc.  
Address: 7887 East Belleview Ave  
Suite 100  
Englewood, CO 80111

Invoices should be addressed to:  
CSG Systems, Inc.  
P.O. Box 371902  
Omaha, NE 68137-9002

Contact: Accounts Payable and copy to \*\*\* \*\*

\*\*\*\* \*\*

Designated Contact: President with a copy to General\*\*\*\* \*\*

Counsel

Telephone: \*\*\*\* \*\*

Facsimile: \*\*\*\* \*\*

Requests to change the designated contact should be given in writing by the designated contact or an authorized employee.

Contracts, deposit materials and notices to DSI should be addressed to:

DSI  
Contract Administration  
DSI Technology Escrow Services 2100 Norcross Parkway, Ste. 150  
Norcross, GA 30071

Invoice inquiries and fee remittances to DSI should be addressed to:

DSI  
DSI Technology Escrow Services 2100 Norcross  
Parkway, Ste. 150 Norcross, GA 30071

\*\*\*\* \*\*

\*\*\*\* \*\*

Telephone: \*\*\*\* \*\*

Facsimile: \*\*\*\* \*\*

Date: \_\_\_\_\_

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**ADDITIONAL ESCROW ACCOUNT AMENDMENT  
TO MASTER PREFERRED ESCROW AGREEMENT**

Master Number \_\_\_\_\_

New Account Number \_\_\_\_\_

CSG Systems, Inc. ("Depositor") has entered into a Master Preferred Escrow Agreement with Data Securities International, Inc. ("DSI"). Pursuant to that Agreement, Depositor may deposit certain deposit materials with DSI.

Depositor desires that new deposit materials be held in a separate account and be maintained separately from the existing account. By execution of this Amendment, DSI will establish a separate account for the new deposit materials. The new account will be referenced by the following name: Comcast Cable Communications Management, LLC.

Depositor hereby agrees that all terms and conditions of the existing Master Preferred Escrow Agreement previously entered into by Depositor and DSI will govern this account. The termination or expiration of any other account of Depositor will not affect this account.

CSG Systems, Inc.  
("Depositor")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Data Securities International, Inc.  
("DSI")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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**Schedule K**  
**Guidelines for Passer AND TRANSFER Program Requests**

**Passer Definition**

A 'passer' is a programmatic process that can be used to make bulk changes to key data residing on CSG's billing system such as House, Equipment and Subscriber data without creating a work order. There are multiple types of passers that are defined below:

**Item Passer** —An Item Passer may be used by a client to update, add or remove item and item related settings on connected customer accounts. This may include a change to the bill code, service code or discount code.

**NAS to DAC Passer** —The purpose of a NAS to DAC launch is to change from using the HITS (TD) protocol to using the Jerrold Digital (JD) protocol. With the HITS interface, transactions are processed by the 'HITS' national addressable controller, which is the origin of the term NAS. The Jerrold Digital protocol the addressable controller is called a DAC. Therefore, the process is called a NAS to DAC passer. A crucial component is that live Equipment on subscriber accounts will undergo this change, as well as Equipment in stock status. This involves three separate equipment passers, the add, delete and key, to be run to update the equipment type and model. The purpose of the Add passer is to put a copy of the inventory, as it will look like under JD control, into the billing system. It is then downloaded into the DAC, using the "WRITE FULL" command. At this point, the DAC is now populated with the Equipment that is in use by the site. These set tops only exist in the CSG master file (in inventory) and are not on customer accounts. Once the inventory is successfully downloaded, the JD inventory can be deleted from the billing system, with the Delete passer. When the Key passer is run, specific fields are updated on the Equipment, allowing it to be controlled by the DAC.

**Equipment Passer** —An Equipment Passer may be used by a client to change, remove, or add Equipment information on the Equipment master file. The client provides the criteria necessary to select the Equipment records eligible for a passer. There are two types of Equipment Passers: a 'Non Key Change' and a 'Key Change'.

*Non Key Change*

A Non Key Change Equipment Passer only involves changes to the Equipment master file.

*Key Change*

A Key Change Equipment Passer can involve modification of the serial number, type, CID, rent-purchase-flag and requires an update to the Equipment, Location, and equipment history master files.

**House Passer** —A House Passer may be used by a Client to change, remove, and add settings on the House record and/or the Equipment and House Master file when head end changes are required. The Client provides the criteria necessary to select the House records and/or to select the Equipment records eligible for a passer.

**EFT Passer** —When a client begins using EFT processing a Passer may be used to update the Debit Day field on the Subscriber Master file to bring customers into compliance with Government regulations.

**Ledger Passer** —A General Ledger Passer is typically run after an Item passer has been implemented to synch up Items that are changing in the passer. The GL passer will update affected items and all associated monies on financial month end reporting. The benefit of running this process is so that the site will not have to manually reconcile affected Items on the first month end that immediately follows the passer.

**Voice Item Passer** —An Item Passer is considered a Voice Item Passer if changes are being made to PROVISIONABLE services. In a Voice Item passer CSG would need to manipulate a second Master File or database known as the Provisionable Data Base (PDB).

**NPA\_NXX Passer** —An NPA/NXX Passer may be used by a Client to change NPA (area code) NXX (prefix) and/or line numbers. The Client provides the criteria necessary to select the NPA/NXX records for the passer.

**Item Standardization Passer** —An Item Standardization passer may be used by a client to update, add or remove item and item related settings on connected customer accounts. This may include a change to the bill code, service code or discount code. An Item Standardization passer is different from a normal Item passer based on the volume of changes

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included in the passer. Normally if more than ten percent of the markets service/package codes are included in the passer it would be considered a Standardization passer.

**Standard Passers:**

Passer Type	Lead Time	Charge (Note 1)
**** *	** *	\$*****
*****	** *	\$*****
*****	** *	\$*****
*****	** *	\$*****
*****	** *	\$*****
*****	** *	\$*****
*****	** *	\$*****
*****	** *	\$*****

Note 1: These services and associated fees shall be set forth in a mutually agreed upon Statement of Work. \*\* \*\*

**Non-standard Passers**

The following passers are considered non-standard. The lead time and minimum price will be based upon the level of effort needed to meet the client defined specifications.

- w Voice Item Passer
- w NPA/NXX Passer
- w Item Standardization Passer
- w Any passer using data from an external source
- w Passers to any master files not listed would be considered custom and charged on a time and materials basis
- w Passers which have not previously been performed

**Agent Transfer Definition**

A "transfer" is a programmatic process that moves and translates key billing data such as subscriber, house and equipment information. This process is most commonly requested when properties are bought and sold. The Transfer process facilitates the standardization of configuration, rates and structures into the new billing model. Transfers can also be used to restructure franchises within existing systems, when needed (i.e. franchise authority mandates, realignment of plant configuration, etc.).

**Agent Transfers:**

Transfer Type	Lead Time	Charge (Note 2)
*** _ *****	** *	****
*** _ *****	** *	****
*** *****	** *	****
*** *****	** *	****

Note 2: These services and associated fees shall be set forth in a mutually agreed upon Statement of Work. \*\*



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**CSG Responsibilities**

CSG will perform the following activities in support of client passer/transfer activity:

- w An analyst will be assigned to each project to work with the customer and coordinate internal CSG activity.
- w Provide the client with a current "Passer/Transfer Packet". This packet will include basic information regarding the passer, a request form, a spec matrix and a project plan.
- w Weekly meetings will be held with the CSG Analyst and the site contact.
- w A project tracker which includes deliverable dates and an issues tracking log will be published weekly.
- w Output will be provided to the client after each test run.
- w CSG will identify and manage any impacts to ancillary products (like Care Express, WFX).
- w The CSG Analyst will arrange for statement checkers, if needed.
- w On the day of implementation, CSG will provide updates throughout the day on any identified issues until an 'all clear' is agreed upon with the site.

**Client Responsibilities**

The Client will perform the following activities in support of client/transfer activity:

- w Identify a primary and secondary/escalation contact at the site. The primary contact will be considered the project lead on the client side.
- w Attend weekly meetings with CSG and review the project tracker for upcoming deliverables.
- w Provide detailed specifications for the passer/transfer.
- w Review output and provide approval
- w Inform CSG of all ancillary products the site is using.
- w Participate in calls on implementation day.

**Milestone Dates**

The following activities are considered 'milestones' in the project life cycle. If these activities are not completed as scheduled, the passer may be delayed.

- w Final Specifications submitted – Client responsibility
- w UDF changes and pre-edit run – Client responsibility
- w Test Output delivered to Client – CSG responsibility
- w Approval of test output – Client responsibility
- w Approval of project implementation – Client responsibility

Changes to the final specifications may increase the implementation timeline. The addition of new specification after coding has started will result in an increased implementation timeline.

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**Schedule M**  
**SAMPLE ENTITY ADDENDUM**

1. Agreement Reference. This Entity Addendum is as of the \_\_\_ day of \_\_\_, 2013, pursuant to that certain CSG Master Subscriber Management System Agreement (the "Agreement") dated as of March 1, 2013 by and between CSG and Customer, and [insert name of Entity] ("Purchasing Entity"). The undersigned Purchasing Entity agrees to be bound by the terms and conditions of the Agreement as though it were Customer, which are hereby incorporated by reference into this Addendum. All capitalized terms not defined herein shall have the meanings set forth in the Agreement, except the Purchasing Entity shall be Customer.

2. Term. The term of this Agreement shall commence on the date hereof and shall be coterminous with the term set forth in Section 1.2 of the Agreement.

3. Effect of Addendum. The undersigned Purchasing Entity agrees to be bound by the terms of the Agreement as a Customer thereunder. If the terms and conditions set forth in this Addendum shall be in conflict with the Agreement, the terms and conditions of this Addendum shall control

4. Additional Products. Pursuant to the terms and conditions of the Agreement, for the fees set forth in Schedule F, CSG agrees to license to Purchasing Entity Additional Products set forth in Attachment A to this Entity Addendum, limited to the number of Workstations identified on Attachment A to this Entity Addendum, and exclusively for use at the System Sites set forth in Attachment A.

4. Additional Services. Pursuant to the terms and conditions of the Agreement, for the fees set forth in Schedule F thereto, CSG will provide to Purchasing Entity, and Purchasing Entity or Comcast on its behalf will purchase from CSG, the Additional Services set forth in Attachment A.

6. Notices. All notices that may be required or permitted to be given to the undersigned Purchasing Entity pursuant to the Agreement shall be given in accordance with the terms of the Agreement and addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
Attn.: \_\_\_\_\_  
Fax: \_\_\_\_\_

With a copy to:  
Comcast as provided in the Agreement

The Parties have executed and delivered this Entity Addendum on the \_\_\_ day of \_\_\_, 20\_\_.

**COMCAST CABLE COMMUNICATIONS  
MANAGEMENT, LLC ("CUSTOMER")**

**CSG SYSTEMS, INC. ("CSG")**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**Purchasing Entity**

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

Title: \_\_\_\_\_

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**Schedule N**  
**PARTNER CONNECTION REQUIREMENTS**

1.0

1.1 **Partner Connection Request.** If CSG requires to be remotely connected to Customer's enterprise network or other computer systems, CSG shall abide to the applicable policies, standards and or requirements set forth in **Exhibit N-1** , only for the specific access granted and solely for the Customer environments accessed.

1.2 **Audit and Inspection of Records.** Customer shall have the right, upon no less than \*\*\* \*\*\*\* notice, to conduct a routine audit which consists of CSG providing Customer a copy of CSG's most recent SAS 70, PCI certification and related results, but shall not include detail of CSG's security infrastructure. In the event that there is a reported breach of security as provided in 10.7 of the Agreement, Customer may conduct a full audit within \*\*\*\*\* \*\*\*\* notice of the reported security breach, which shall include inspection of the books and records and all other documents, materials and equipment in the possession or control of CSG that relate directly to CSG's compliance with the security, privacy and confidentiality requirements provided herein. Such inspection shall be solely for purposes of verifying CSG's compliance with confidentiality requirements provided in Section 10 and security and privacy requirements set forth therein and in Exhibit N-1. Customer shall have free and full access thereto for such purposes.

2.0 **VENDOR'S PERSONNEL**

**2.1** CSG shall dedicate and maintain sufficient and properly trained personnel to fulfill its obligations hereunder.

**2.2** In the performance of the Services hereunder, CSG and its authorized subcontractors agree to comply with Customer 's business practice standards, to which they are provided notice, and all applicable Federal, State and Local regulation, subject to 10.5, relating thereto for which Customer is not solely responsible as provided in the Agreement. CSG further agrees that it and its employees and subcontractors who gain access to Customer's facilities in connection with the performance of this Agreement will at all times comply with Customer's visitor guidelines, which will be provided by Customer to CSG employees and contractors and all other applicable Customer policies provided to the employee and contractor.

3.0 **REPRESENTATIONS AND WARRANTIES**

**3.1** CSG represents and warrants that it is duly organized, validly existing and in good standing under the laws of its state of incorporation and has the full power and authority to enter into this Agreement, to perform all of its obligations under this Agreement and to supply to Customer with the Services.

**3.2** CSG represents and warrants that it is not bound by any agreements, obligations or restrictions and will not assume any obligation or restriction or enter into any other agreement that would interfere with its obligations under this Agreement.

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**Exhibit N-1**

PARTNER CONNECTION POLICIES  
[SEE ATTACHMENTS]

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**Schedule O**  
**INTENTIONALLY LEFT BLANK**

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**Schedule P**

Customer Authorization Schedule

CSG Document Comcast Personnel Title Comment

Master Agreement \*\*\*\*\* EVP and Chief Procurement Officer  
& Amendments \*\*\*\*\* SVP Finance & Accounting  
(and all categories  
listed below)

SOW / DSOW \*\*\*\*\* Vice President, Procurement  
\*\*\*\*\* Vice President, Finance Contract Administration

LOA \*\*\*\*\* Director of Billing Technical Administrator  
\*\*\*\*\* Sr. Director, Billing Systems  
\*\*\*\*\* Vice President, Finance  
\*\*\*\*\* Executive Director of Billing Systems

SRF \*\*\*\*\* Director of Billing Technical Administrator  
\*\*\*\*\* Executive Director of Billing Systems  
\*\*\*\*\* Sr. Director, Billing Systems

IPA \*\*\*\*\* Executive Director of Billing Systems  
\*\*\*\*\* Sr. Director, Billing Systems  
Paula Niemczyk Director, Software Development

BRD \*\*\*\*\* Executive Director of Billing Systems  
\*\*\*\*\* Sr. Director, Billing Systems  
\*\*\*\*\* Director, Software Development

Billing Disputes \*\*\*\*\* Vice President, Finance  
\*\*\*\*\* Sr. Director, Billing Systems  
\*\*\*\*\* Sr. Manager Finance  
\*\*\*\*\* Sr. Manager Finance

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Schedule Q

Scenarios Illustrating Monthly Subscriber Commitments and Related Items

[See Attachments]

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Schedule R

Governance and Steering Committee Members

Comcast:

\*\*\*\*\* \_ \*\*\*\* \*\*  
\*\* \*\*\*\*\* \_ \*\*\*\*\* \*\*  
\*\* \*\*\*\*\* \_ \*\*\*\* \*\*\*\*\*  
\*\*\*\*\* \*\*\*\*\* \_ \*\*\*\* \*\*  
\*\*\*\*\* \*\*\*\*\* \_ \*\*\*\* \*\*\*\*\*

CSG:

\*\*\*\* \*\*\*\*\* \_ \*\*\*\* \*\*\*\*\* \*\*\*\*\*  
\*\*\*\* \*\*\*\*\* \_ \*\*\*\* \*\*  
\*\*\*\*\* \*\*\*\*\* \_ \*\*\*\* \*\*  
\*\* \*\*\*\*\* \_ \*\*\*\* \*\*  
\*\*\*\*\* \*\*\*\*\* \_ \*\*\*\* \*\*

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III. Advanced Reporting

D. Financial Forecaster

Description of Item/Unit of Measure	Frequency	Fee
Financial Forecaster CPRM-006 Detail File Report (Note 1) (Note 2)		
1. ****_* ** Implementation Fee (Note 1)	*** **	\$*****
2. ****_* ** to FTP Directory	*****	\$*****
3. File Restoration Fee from Archive Directory	*** *****	\$*****

Note 1 : Implementation of the \*\*\*\*\_\* \*\* is set forth in a Statement of Work (CSG document no. 2310892).

Note 2 : \*\*\*\*\_\* \*\*  
\*\*\*\*\* \*\*

The parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the date indicated below (the "Execution Date"). Notwithstanding the foregoing, the parties acknowledge and agree that to the extent either CSG or TWC has been performing, prior to the Execution Date, in connection with the elements described in this Amendment, the Agreement, as amended hereby, shall retroactively govern each party's performance in connection with the subject matter hereof commencing as of the Effective Date. Further, if any invoices have been issued under this Amendment prior to the Execution Date, TWC shall pay all undisputed amounts due by TWC hereunder within \*\*\*\*\_\* \*\* after the Execution Date.

**TIME WARNER CABLE INC. ("TWC")**  
By:/s/ Frank Boncimino  
Name: Frank Boncimino  
Title: SVP, Chief Information Officer  
Date: January 15, 2013

**CSG SYSTEMS, INC. ("CSG")**  
By:/s/ Peter E Kalan  
Name: Peter E. Kalan  
Title: President & CEO  
Date: 1/21/13







THIS AMENDMENT is executed as of the day and year last signed below (the Effective Date")

**TIME WARNER CABLE INC.**  
("TWC")

By: /s/ Amos Smith \_\_\_\_\_  
Name: Amos Smith  
Title: SVP & CFO, Residential  
Date: March 22, 2013

**CSG SYSTEMS, INC. ("CSG")**

By: /s/ Peter E. Kalan \_\_\_\_\_  
Name: Peter E. Kalan  
Title: President & CEO  
Date: 3/29/13

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**FIRST AMENDMENT TO AFFILIATE ADDENDUM**

**MEDIA SALES DIVISION**

A. **CSG Systems, Inc.**, successor in interest to ComTec Incorporated (“CSG”) and **Time Warner Cable Inc.** (“TWC”) entered into that certain Processing and Production Services Agreement, dated as of June 18, 2003, Document #2294504 (as amended from time to time, the “Agreement”).

B. Pursuant to the Agreement, CSG and **Time Warner Cable Inc. d/b/a Time Warner Cable Media Sales** (“Original Affiliate”) also entered into an Affiliate Addendum as of November 10, 2009 (CSG Document #2301392) (“Media Sales Addendum”).

C. Original Affiliate desires to assign its rights and obligations under the Media Sales Addendum to Time Warner Cable Media Inc. (“New Affiliate”). CSG, Original Affiliate and New Affiliate desire to amend the Media Sales Addendum as set forth in this First Amendment (the “Amendment”). Upon execution of this Amendment, any subsequent references to the Media Sales Addendum between the parties shall mean the Media Sales Addendum as amended by this Amendment. Except as amended by this Amendment, the terms and conditions set forth in the Media Sales Addendum shall continue in full force and effect according to their terms.

**AMENDMENT**

NOW, THEREFORE, in consideration of the mutual premises and covenants set forth herein and in the Agreement, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, CSG, Original Affiliate and New Affiliate agree as follows as of the date of last signature below (the “Amendment Effective Date”):

1. **Section 3, Term, is deleted in its entirety and the following substituted in its place:**

**3. Term.** The term of this Affiliate Addendum shall commence as of the Effective Date and shall continue until December 31, 2013 (“Term”).

2. **Assignment to New Affiliate.** Original Affiliate hereby assigns all of its rights and obligations under the Agreement to New Affiliate. New Affiliate accepts such assignment and assumes all obligations of Original Affiliate under the Media Sales Addendum.

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3. **Notices.** Section 7 of the Media Sales Addendum is modified by deleting the address for Original Affiliate and substituting the following address for New Affiliate:

Time Warner Cable Media, Inc.  
1633 Broadway, 39<sup>th</sup> Floor  
New York, NY 10019  
Attn: President

4. **Conflict with Agreement.** To the extent that the terms and conditions of this Amendment are in conflict with the Media Sales Addendum or the Agreement, the terms of this Amendment shall control.

5. **Counterparts.** This First Amendment to the Media Sales Addendum may be executed in more than one counterpart, each of which shall be deemed to be an original and all of which together shall be deemed a single document.

IN WITNESS WHEREOF, CSG, Original Affiliate and New Affiliate cause this First Amendment to be executed as of the Amendment Effective Date.

**TIME WARNER CABLE INC.  
D/B/A TIME WARNER CABLE  
MEDIA SALES (“ORIGINAL AFFILIATE”)**

By: /s/ Sean Murtagh  
Name: Sean Murtagh  
Title: Group Vice President  
Date: January 2, 2013

**CSG SYSTEMS, INC. (“CSG”)**

By: /s/ Peter E. Kalan  
Name: Peter E. Kalan  
Title: President & CEO  
Date: 1/14/13

**TIME WARNER CABLE & NBS; MEDIA INC.  
 (“NEW AFFILIATE”)**

By: /s/ Sean Murtagh  
Name: Sean Murtagh  
Title: Group Vice President  
Date: January 2, 2013



This exhibit contains forms of agreements used by the company to grant performance-based restricted stock awards to its executive officers under the company's 2005 Stock Incentive Plan. Readers should note that these are forms of agreement only and particular agreements with executive officers and directors may contain terms that differ but not in material respects.

**RESTRICTED STOCK AWARD AGREEMENT**

Name of Grantee (the "Grantee"): \_\_\_\_\_

Date of Restricted Stock Award (the "Award Date"): \_\_\_\_\_

Number of Shares Covered by Restricted Stock Award (the "Award Shares"): \_\_\_\_\_

This Restricted Stock Award Agreement (this "Agreement") is entered into effective on the Date of Restricted Stock Award set forth above (the "Award Date") by and between CSG SYSTEMS INTERNATIONAL, INC., a Delaware corporation (the "Company"), and the Grantee named above (the "Grantee").

\* \* \*

WHEREAS, the Company has adopted an Amended and Restated 2005 Stock Incentive Plan (the "Plan") which is administered by the Compensation Committee of the Board of Directors of the Company (the "Committee"); and

WHEREAS, pursuant to the Plan, effective on the Award Date the Committee granted to Grantee a Restricted Stock Award (the "Award") covering the number of shares of the Common Stock of the Company (the "Common Stock") set forth above (the "Award Shares"), and the Company is executing this Agreement with Grantee for the purpose of setting forth the terms and conditions of the Award made by the Committee to Grantee effective on the Award Date;

NOW, THEREFORE, in consideration of the premises and the covenants and conditions contained herein, the Company and Grantee agree as follows:

**1. Award of Restricted Shares .**

(a) The Company hereby confirms the grant of the Award to Grantee effective on the Award Date. The Award is subject to all of the terms and conditions of this Agreement.

(b) Promptly after the execution of this Agreement, the Company will cause the transfer agent for the Common Stock or other third-party Plan record keeper designated by the Company (the "Transfer Agent") to (i) either establish a separate account in its records in the name of Grantee (the "Restricted Stock Account") and credit the Award Shares to the Restricted Stock Account as of the Award Date or credit the Award Shares to a previously existing Restricted Stock Account of Grantee as of the Award Date and (ii) confirm such actions to Grantee electronically or in writing.

**2. Vesting of Award Shares.**

(a) For purposes of this Agreement, "Award Year One" means 201X, "Award Year Two" means 201Y, and "Award Year Three" means 201Z. Each of Award Year One, Award Year Two, and Award Year Three is an "Award Year".

(b) The Award Shares will vest, if at all, in Grantee as follows:

- (i) \_\_\_\_\_ shares in Award Year One;
- (ii) \_\_\_\_\_ shares in Award Year Two; and
- (iii) \_\_\_\_\_ shares in Award Year Three.

(c) Except as otherwise provided in Section 2(e), vesting of the Award Shares will be based upon the level of attainment by the Company of a combination of the Company's Adjusted EPS and the Company's Adjusted Revenue for a particular Award Year, subject to (i) the Committee certification required by Section 2(f) and (ii) Grantee's satisfaction of the continuous employment requirement of Section 2(f). The Company's Adjusted EPS actually attained for an Award Year will be based on

\_\_\_\_\_

information contained in the Company's audited consolidated statement of income for that Award Year and will be calculated as set forth in Exhibit 2 to this Agreement. The Company's Adjusted Revenue actually attained for an Award Year will be based on the total revenues reported in the Company's audited consolidated statement of income for that Award Year with any adjustments required pursuant to Exhibit 3 to this Agreement.

(d) Vesting of the Award Shares for Award Year One will be determined by reference to the point of intersection on the 201X matrix in Exhibit 1 to this Agreement of the actual Adjusted EPS for 201X and the actual Adjusted Revenue for 201X, and that point of intersection will establish the percentage (if any) of the Award Shares for Award Year One that vest in the Grantee if both of the conditions set forth in Section 2(f) are satisfied. Vesting of the Award Shares for Award Year Two and Award Year Three will be determined in a similar manner by reference to the 201Y matrix and the 201Z matrix, respectively, in Exhibit 1 to this Agreement. If necessary, the point of intersection on a matrix in Exhibit 1 to this Agreement will be determined by linear interpolation. The applicable percentage determined pursuant to this subparagraph (d) will be applied to the Award Shares for the particular Award Year to determine the number of Award Shares that vest in Grantee for such Award Year, rounded to the nearest whole Award share.

(e) If any Award Shares for a particular Award Year do not vest in Grantee based upon the vesting determination made pursuant to Section 2(d), then such Award Shares will remain in suspense and will vest in Grantee only if the average Fair Market Value (as defined in the Plan) of the Common Stock for the first thirty (30) trading days occurring after the day on which the Company first publicly reports its results of operations for 201Z equals or exceeds \$XX.XX (adjusted, if applicable, pursuant to the Plan). If such average Fair Market Value of the Common Stock is less than \$XX.XX (adjusted, if applicable, pursuant to the Plan), then all rights and interests of Grantee in the Award Shares which have not vested pursuant to Section 2(d) automatically will completely and forever terminate.

(f) The Performance Goals for an Award Year which have been established by the Committee for purposes of this Agreement are as follows:

- (i) The attainment by the Company of both Adjusted EPS and Adjusted Revenue for an Award Year in amounts sufficient to fall within the parameters of the matrix for that Award Year in Exhibit 1 to this Agreement; and
- (ii) If Section 2(e) becomes applicable, the attainment of not less than the average Fair Market Value of the Common Stock set forth in the first sentence of Section 2(e).

As soon as practicable after the end of each Award Year, the Committee shall certify whether or not the applicable Performance Goal for that Award Year was attained. No Award Shares will vest in Grantee for any Award Year (i) unless and until the Committee has certified in writing that an applicable Performance Goal has been attained for that Award Year and (ii) unless Grantee has been continuously employed by the Company from the Award Date through the date of the applicable Committee certification.

(g) If Award Shares have vested in Grantee for a particular Award Year, the failure of the Company or of the average Fair Market Value of the Common Stock to attain a Performance Goal for a subsequent Award Year will have no effect upon those vested Award Shares.

(h) After Grantee has become vested in any of the Award Shares and, if applicable, after the cancellation of certain of the Award Shares as provided for in Section 12(b) has occurred, the Company will instruct the Transfer Agent to remove all restrictions on the transfer, assignment, pledge, encumbrance, or other disposition of the then remaining vested Award Shares in the Restricted Stock Account. Grantee thereafter may dispose of such remaining vested Award Shares in Grantee's sole discretion, subject to compliance with securities and other applicable laws and Company policies with respect to dispositions of Company stock, and may request the Transfer Agent to electronically transfer such remaining vested Award Shares to an account designated by Grantee free of any restrictions, subject to any applicable administrative requirements of the Transfer Agent.

### **3. Employment.**

Nothing contained in this Agreement (i) obligates the Company or a Subsidiary to continue to employ Grantee in any capacity whatsoever or (ii) prohibits or restricts the Company or a Subsidiary from terminating the employment of Grantee at any time or for any reason whatsoever. In the event of a Termination of Employment of Grantee, Grantee will have only the rights set forth in this Agreement with respect to the Award Shares. For purposes of this Agreement, a "Termination of Employment" of Grantee means the effective time when the employer-employee relationship between Grantee and the Company terminates for any reason whatsoever. In determining the existence of continuous employment of Grantee by the Company or the existence of an employer-employee relationship between Grantee and the Company for purposes of this Agreement, the term "Company" will include a Subsidiary (as defined in the Plan); and neither a transfer of Grantee from the employ of the Company to the employ of a Subsidiary nor the transfer of Grantee from the employ of a Subsidiary to the employ of the Company or another Subsidiary will be deemed to be a Termination of Employment of Grantee.



#### **4. Cancellation of Unvested Award Shares.**

Subject to the provisions of Section 15, if applicable, upon a Termination of Employment of Grantee, all of the rights and interests of Grantee in any of the Award Shares which have not vested in Grantee pursuant to Section 2 prior to such Termination of Employment of Grantee automatically will completely and forever terminate; and, at the direction of the Company, the Transfer Agent will remove from the Restricted Stock Account and cancel all of those unvested Award Shares.

#### **5. Dividends and Changes in Capitalization.**

If at any time that any of the Award Shares have not vested in Grantee the Company declares or pays any ordinary cash dividend, any non-cash dividend of securities or other property or rights to acquire securities or other property, any liquidating dividend of cash or property, or any stock dividend or there occurs any stock split or other change in the character or amount of any of the outstanding securities of the Company, then in such event any and all cash and new, substituted, or additional securities or other property relating or attributable to those unvested Award Shares immediately and automatically will become subject to this Agreement, will be delivered to the Transfer Agent or to an independent Escrow Agent selected by the Company to be held by the Transfer Agent or such Escrow Agent pursuant to the terms of this Agreement (including but not limited to the provisions of Sections 2, 4, and 8), and will have the same status with respect to vesting and transfer as the unvested Award Shares upon which such dividend was paid or with respect to which such new, substituted, or additional securities or other property was distributed. Any cash or cash equivalents received by the Transfer Agent or such Escrow Agent pursuant to the first sentence of this Section 5 will be invested in conservative short-term interest-bearing securities, and interest earned thereon also will have the same status with respect to vesting and transfer as the unvested Award Shares with respect to which such cash or cash equivalents were received.

#### **6. Representations of Grantee.**

Grantee represents and warrants to the Company as follows:

(a) Grantee has full legal power, authority, and capacity to execute and deliver this Agreement and to perform Grantee's obligations under this Agreement; and this Agreement is a valid and binding obligation of Grantee, enforceable in accordance with its terms, except that the enforcement of this Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, or other similar laws now or hereafter in effect relating to creditors' rights generally and to general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

(b) Grantee is aware of the public availability on the Internet at [www.sec.gov](http://www.sec.gov) of the Company's periodic and other filings made with the United States Securities and Exchange Commission.

(c) Grantee has received a copy of the Plan.

#### **7. Representations and Warranties of the Company .**

The Company represents and warrants to Grantee as follows:

(a) The Company is a corporation duly organized, validly existing, and in good standing under the laws of Delaware and has all requisite corporate power and authority to enter into this Agreement, to issue the Award Shares to Grantee, and to perform its obligations under this Agreement.

(b) The execution and delivery of this Agreement by the Company have been duly and validly authorized by the Committee; and all necessary corporate action has been taken to make this Agreement a valid and binding obligation of the Company, enforceable in accordance with its terms, except that the enforcement of this Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, or other similar laws now or hereafter in effect relating to creditors' rights generally and to general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

(c) When issued to Grantee as provided for in this Agreement, the Award Shares will be duly and validly issued, fully paid, and non-assessable.

#### **8. Restriction on Sale or Transfer of Award Shares.**

None of the Award Shares that have not vested in Grantee pursuant to Section 2 (and no beneficial interest in any of such Award Shares) may be sold, transferred, assigned, pledged, encumbered, or otherwise disposed of in any way by anyone (including a transfer by operation of law); and any attempt by anyone to make any such sale, transfer, assignment, pledge, encumbrance, or other disposition will be null and void and of no effect.

#### **9. Enforcement.**

The Company and Grantee acknowledge that the Company's remedy at law for any breach or violation or attempted breach or violation of the provisions of Section 8 will be inadequate and that, in the event of any such breach or violation or attempted

breach or violation, the Company will be entitled to injunctive relief in addition to any other remedy, at law or in equity, to which the Company may be entitled.

#### **10. Violation of Transfer Provisions.**

Neither the Company nor the Transfer Agent will be required to transfer on the stock records of the Company maintained by either of them any Award Shares which have been sold, transferred, assigned, pledged, encumbered, or otherwise disposed of by anyone in violation of any of the provisions of this Agreement or to treat as the owner of such Award Shares or accord the right to vote or receive dividends to any purported transferee or pledgee to whom such Award Shares have been sold, transferred, assigned, pledged, encumbered, or otherwise disposed of in violation of any of the provisions of this Agreement.

#### **11. Section 83(b) Election.**

Grantee has the right to make an election pursuant to Treasury Regulation § 1.83-2 with respect to the Award Shares and, if Grantee makes such election, promptly will furnish to the Company a copy of the form of election Grantee has filed with the Internal Revenue Service for such purpose and evidence that such an election has been made in a timely manner.

#### **12. Withholding.**

(a) Upon Grantee's making of the election referred to in Section 11 with respect to any of the Award Shares, Grantee will pay to or provide for the payment to or withholding by the Company of all amounts which the Company is required to withhold from Grantee's compensation for federal, state, or local tax purposes by reason of or in connection with such election. Notwithstanding any provision of this Agreement to the contrary, neither the Company nor the Transfer Agent will be obligated to release from the Restricted Stock Account any of the Award Shares with respect to which Grantee has made such election and which have vested in Grantee until Grantee's obligations under this Section 12 have been satisfied.

(b) Upon the vesting in Grantee of any of the Award Shares as to which the election referred to in Section 11 was not made by Grantee, the Company will compute as of the applicable vesting date the amounts which the Company is required to withhold from Grantee's compensation for federal, state, and local tax purposes by reason of or in connection with such vesting, based upon the Fair Market Value (as defined in the Plan) of those Award Shares. After making such computation, the Company will direct the Transfer Agent to remove from the Restricted Stock Account and cancel that number of the Award Shares whose Fair Market Value (as defined in the Plan) as of the applicable vesting date is equal to the aggregate of such amounts required to be withheld by the Company; provided, that for such purpose the number of Award Shares to be removed from the Restricted Stock Account and cancelled will be rounded up to the nearest whole Award Share. After the actions prescribed by the preceding provisions of this Section 12(b) have been taken, the Company when required by law to do so will pay to the applicable tax authorities in cash the amounts required to have been withheld from Grantee's compensation by reason of or in connection with the vesting referred to in the first sentence of this Section 12(b), with any excess amount resulting from such rounding being treated as federal income tax withholding; and Grantee will have (i) no further obligation with respect to such amounts required to be withheld and (ii) no further rights or interests in the Award Shares withdrawn from the Restricted Stock Account and cancelled pursuant to this Section 12(b), unless the Company has miscalculated such amounts or the number of such Award Shares.

#### **13. Voting and Other Stockholder Rights.**

Grantee will have the right to vote with respect to all of the Award Shares which are outstanding and credited to the Restricted Stock Account as of a record date for determining stockholders of the Company entitled to vote, whether or not such Award Shares are vested in Grantee as of such record date. Except as expressly limited or restricted by this Agreement and except as otherwise provided in this Agreement, Grantee will have all of the other rights of a stockholder of the Company with respect to all of the Award Shares which are outstanding and credited to the Restricted Stock Account at a particular time, whether or not such Award Shares are vested in Grantee at such time.

#### **14. Application of Plan.**

The relevant provisions of the Plan relating to Restricted Stock Awards and the authority of the Committee under the Plan will be applicable to this Agreement to the extent that this Agreement does not otherwise expressly address the subject matter of such provisions.

#### **15. Change of Control.**

(a) Notwithstanding the provisions of Sections 2 and 4, all Award Shares which have not previously vested in Grantee pursuant to Section 2 automatically will vest in Grantee upon an involuntary (on the part of Grantee) Termination of Employment of Grantee without Cause after the occurrence of a Change of Control.

(b) For purposes of this Agreement, a "Change of Control" will be deemed to have occurred upon the happening of any of the following events:

- (1) The Company is merged or consolidated into another corporation or entity, and immediately after such merger or consolidation becomes effective the holders of a majority of the outstanding shares of voting capital stock of the Company immediately prior to the effectiveness of such merger or consolidation do not own (directly or indirectly) a majority of the outstanding shares of voting capital stock or other equity interests having voting rights of the surviving or resulting corporation or other entity in such merger or consolidation;
- (2) any person, entity, or group of persons within the meaning of Sections 13(d) or 14(d) of the Securities Exchange Act of 1934 (the "1934 Act") and the rules promulgated thereunder becomes the beneficial owner (within the meaning of Rule 13d-3 under the 1934 Act) of thirty percent (30%) or more of the outstanding voting capital stock of the Company;
- (3) the Common Stock of the Company ceases to be publicly traded because of an issuer tender offer or other "going private" transaction (other than a transaction sponsored by the then current management of the Company);
- (4) the Company dissolves or sells or otherwise disposes of all or substantially all of its property and assets (other than to an entity or group of entities which is then under common majority ownership (directly or indirectly) with the Company);
- (5) in one or more substantially concurrent transactions or in a series of related transactions, the Company directly or indirectly disposes of a portion or portions of its business operations (collectively, the "Sold Business") other than by ceasing to conduct the Sold Business without its being acquired by a third party (regardless of the entity or entities through which the Company conducted the Sold Business and regardless of whether such disposition is accomplished through a sale of assets, the transfer of ownership of an entity or entities, a merger, or in some other manner) and either (i) the fair market value of the consideration received or to be received by the Company for the Sold Business is equal to at least fifty percent (50%) of the market value of the outstanding Common Stock of the Company determined by multiplying the average of the closing prices for the Common Stock of the Company on the thirty (30) trading days immediately preceding the date of the first public announcement of the proposed disposition of the Sold Business by the average of the numbers of outstanding shares of Common Stock on such thirty (30) trading days or (ii) the revenues of the Sold Business during the most recent four (4) calendar quarters ended prior to the first public announcement of the proposed disposition of the Sold Business represented fifty percent (50%) or more of the total consolidated revenues of the Company during such four (4) calendar quarters; or
- (6) during any period of two consecutive years or less, individuals who at the beginning of such period constituted the Board of Directors of the Company cease, for any reason, to constitute at least a majority of the Board of Directors of the Company, unless the election or nomination for election of each new director of the Company who took office during such period was approved by a vote of at least seventy-five percent (75%) of the directors of the Company still in office at the time of such election or nomination for election who were directors of the Company at the beginning of such period.

(c) Definition of "Cause". For purposes of this agreement, "Cause" will mean only (i) Grantee's confession or conviction of theft, fraud, embezzlement, or other crime involving dishonesty, (ii) Grantee's certification of materially inaccurate financial or other information pertaining to the Company or a Subsidiary (as defined in the Plan) with actual knowledge of such inaccuracies on the part of Grantee, (iii) Grantee's refusal or willful failure to cooperate with an investigation by a governmental agency pertaining to the financial or other business affairs of the Company or a Subsidiary (as defined in the Plan) unless such refusal or willful failure is based upon a written direction of the Board or the written advice of counsel, (iv) Grantee's excessive absenteeism (other than by reason of physical injury, disease, or mental illness) without a reasonable justification and failure on the part of the Grantee to cure such absenteeism within twenty (20) days after Grantee's receipt of a written notice from the Board or the Chief Executive Officer of the Company setting forth the particulars of such absenteeism, (v) material failure by Grantee to comply with a lawful directive of the Board or the Chief Executive Officer of the Company and failure to cure such non-compliance within twenty

(20) days after Grantee's receipt of a written notice from the Board or the Chief Executive Officer of the Company setting forth in reasonable detail the particulars of such non-compliance, (vi) a material breach by Grantee of any of Grantee's fiduciary duties to the Company or a Subsidiary (as defined in the Plan) and, if such breach is curable, Grantee's failure to cure such breach within twenty (20) days after Grantee's receipt of a written notice from the Board or the Chief Executive Officer of the Company setting forth in reasonable detail the particulars of such breach, (vii) willful misconduct or fraud on the part of Grantee in the performance of his duties as an employee of the Company or a Subsidiary (as defined in the Plan), or (viii) any other "cause" as defined in any existing employment agreement between the Company and Grantee.

(d) If the vesting of any Award Shares is accelerated pursuant to Section 15(a) and such accelerated vesting causes Grantee to become liable for any excise tax on "excess parachute payments" (within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended, and any regulations thereunder) and any interest or penalties thereon (such excise tax, interest, and penalties, collectively, the "Tax Penalties"), then the Company will make a cash payment (the "Cash Payment") to Grantee in an amount equal to the Tax Penalties. The Company also will make an additional cash payment to Grantee in an amount rounded to the nearest \$100.00 which is equal to any additional income, excise, and other taxes (using the individual tax rates applicable to Grantee for the year for which such Tax Penalties are owed) for which Grantee will be liable as a result of the Grantee's receipt of the Cash Payment (the additional cash payment provided for in this sentence being referred to as a "Gross-Up Payment"). In addition, Grantee will be entitled to receive from the Company a further Gross-Up Payment in respect of each prior Gross-Up Payment until the amount of the last Gross-Up Payment is less than \$100.00. All payments required to be made to Grantee pursuant to this Section 15(d) will be made within twenty (20) days after the amount of a particular payment has been determined by agreement of the Company and Grantee.

(e) If the employment of Grantee by the Company terminates without Cause after a Change of Control as a result of a Constructive Termination, as defined in a then existing employment agreement (if any) between the Company and Grantee, and all preconditions to the effectiveness of such a Constructive Termination contained in such then existing employment agreement (if any) have been satisfied, then for purposes of Section 15(a) such termination of Grantee's employment will be deemed to be "an involuntary (on the part of Grantee) Termination of Employment of Grantee without Cause after the occurrence of a Change of Control", and the provisions of Section 15(a) will apply.

## 16. General Provisions.

(a) No Assignments. Grantee may not sell, transfer, assign, pledge, encumber, or otherwise dispose of any of Grantee's rights or obligations under this Agreement without the prior written consent of the Company; and any such attempted sale, transfer, assignment, pledge, encumbrance, or other disposition will be void.

(b) Notices. All notices, requests, consents, and other communications required or permitted under this Agreement must be in writing and will be deemed to have been duly given and made upon personal delivery to the person for whom such item is intended (including by a reputable overnight delivery service which will be deemed to have effected personal delivery) or upon deposit, postage prepaid, registered or certified mail, return receipt requested, in the United States mail as follows:

- (i) if to Grantee, addressed to Grantee at Grantee's address shown on the stockholder records maintained by the Transfer Agent or at such other address as Grantee may specify by written notice to the Transfer Agent, or
- (ii) if to the Company, addressed to the Chief Financial Officer of the Company at the principal office of the Company or at such other address as the Company may specify by written notice to Grantee.

Each such notice, request, consent, and other communication will be deemed to have been given upon receipt thereof as set forth above or, if sooner, three (3) business days after deposit as described above. An address for purposes of this Section 16(b) may be changed by giving written notice of such change in the manner provided in this Section 16(b) for giving notice. Unless and until such written notice is received, the addresses referred to in this Section 16(b) will continue in effect for all purposes of this Agreement.

(c) Choice of Law. This Agreement will be governed by and construed in accordance with the internal laws, and not the laws of conflicts of laws, of the State of Delaware.

(d) Severability. The Company and Grantee agree that the provisions of this Agreement are reasonable and will be binding and enforceable in accordance with their terms and, in any event, that the provisions of this Agreement will be enforced to the fullest extent permitted by law. If any provision of this Agreement for any reason is adjudged to be unenforceable or invalid, then such unenforceable or invalid provision will not affect the enforceability or validity of the remaining provisions of this Agreement, and the Company and Grantee agree to replace such unenforceable or invalid provision with an enforceable and valid arrangement which in its economic effect will be as close as possible to the unenforceable or invalid provision.

(e) Parties in Interest. All of the terms and provisions of this Agreement will be binding upon, inure to the benefit of, and be enforceable by the respective heirs, personal representatives, successors, and assigns of the Company and the

Grantee; provided, that the provisions of this Section 16(e) do not authorize any sale, transfer, assignment, pledge, encumbrance, or other disposition of the Award Shares which is otherwise prohibited by this Agreement.

(f) Modification, Amendment, and Waiver. No modification, amendment, or waiver of any provision of this Agreement will be effective against the Company or Grantee unless such modification, amendment, or waiver (i) is in writing, (ii) is signed by the party sought to be bound by such modification, amendment, or waiver, (iii) states that it is intended to modify, amend, or waive a specific provision of this Agreement, and (iv) in the case of the Company, has been authorized by the Committee. However, Grantee acknowledges and agrees that the Committee, in the exercise of its sole discretion and without Grantee's consent, may modify or amend this Agreement in any manner and delay either the payment of any amounts payable pursuant to this Agreement or the release of any Award Shares which have vested pursuant to this Agreement to the minimum extent necessary to satisfy the requirements of Section 409A of the Code; and the Company will provide Grantee with notice of any such modification or amendment. The failure of the Company or Grantee at any time to enforce any of the provisions of this Agreement is not be construed as a waiver of such provisions and will not affect the right of the Company or Grantee thereafter to enforce each and every provision of this Agreement in accordance with its terms.

(g) Integration. This Agreement constitutes the entire agreement of the Company and Grantee with respect to the subject matter of this Agreement and supersedes all prior negotiations, understandings, and agreements, written or oral, with respect to such subject matter.

(h) Headings. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and do not constitute a part of this Agreement.

(i) Counterparts. This Agreement may be executed in counterparts with the same effect as if both the Company and Grantee had signed the same document. All such counterparts will be deemed to be an original, will be construed together, and will constitute one and the same instrument.

(j) Further Assurances. The Company and Grantee agree to use their best efforts and act in good faith in carrying out their obligations under this Agreement. The Company and Grantee also agree to execute and deliver such additional documents and to take such further actions as reasonably may be necessary or desirable to carry out the purposes and intent of this Agreement.

IN WITNESS WHEREOF, the Company and Grantee have executed this Restricted Stock Award Agreement on the dates set forth below, effective on the Award Date.

COMPANY:	GRANTEE:
CSG SYSTEMS INTERNATIONAL, INC.,	_____
a Delaware corporation	(Name) _____
By: _____	Date: _____
Title: President and Chief Executive Officer	
Date: _____	



CERTIFICATIONS PURSUANT TO  
SECTION 302  
OF THE SARBANES-OXLEY ACT OF 2002

I, Peter E. Kalan, certify that:

1. I have reviewed this report on Form 10-Q of CSG Systems International, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, 2013

/s/ Peter E. Kalan  
Peter E. Kalan  
Chief Executive Officer and President

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CERTIFICATIONS PURSUANT TO  
SECTION 302  
OF THE SARBANES-OXLEY ACT OF 2002

I, Randy R. Wiese, certify that:

1. I have reviewed this report on Form 10-Q of CSG Systems International, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, 2013

/s/ Randy R. Wiese  
Randy R. Wiese  
Executive Vice President and Chief Financial  
Officer

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**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

The certification set forth below is being submitted in connection with the Quarterly Report on Form 10-Q (the "Report") for the purpose of complying with Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Section 1350 of Chapter 63 of Title 18 of the United States Code.

Peter E. Kalan, the Chief Executive Officer and Randy R. Wiese, the Chief Financial Officer of CSG Systems International Inc., each certifies that, to the best of his knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Exchange Act; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of CSG Systems International, Inc.

May 7, 2013

/s/ Peter E. Kalan

Peter E. Kalan  
Chief Executive Officer and President

May 7, 2013

/s/ Randy R. Wiese

Randy R. Wiese  
Executive Vice President and Chief Financial  
Officer

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