



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

**SCHEDULE TO**  
(RULE 14d-100)

**TENDER OFFER STATEMENT UNDER SECTION 14(d)(1) OR 13(e)(1)**  
**OF THE SECURITIES EXCHANGE ACT OF 1934**

**AMDOCS LIMITED**

*(Name of Subject Company (Issuer))*

**Amdocs Limited**

*(Name of Filing Persons (Offeror))*

**0.50% Convertible Senior Notes due 2024**  
*(Title of Class of Securities)*

**02342TAC3**

**02342TAD1**

*(CUSIP Number of Class of Securities)*

**Amdocs, Inc.**

**1390 Timberlake Manor Parkway, Chesterfield, Missouri 63017**

**Attention: Thomas G. O'Brien, Treasurer**

**(314) 212-8328**

*(Name, address and telephone numbers of person authorized to receive notices and communications on behalf of filing persons)*

*The Commission is requested to send copies of all communications to:*

**Robert A. Schwed, Esq.**

**WilmerHale LLP**

**300 Park Avenue**

**New York, New York 10022**

**(212) 937-7200**

**CALCULATION OF FILING FEE**

**Transaction Valuation(1)**

\$331,869,114

**Amount of Filing Fee(2)**

\$13,043

- (1) Determined pursuant to Rule 0-11(b)(1) of the Securities Exchange Act of 1934. Based upon the maximum amount of cash that might be paid for the 0.50% Convertible Senior Notes due 2024.
- (2) The amount of the filing fee, calculated in accordance with Section 13(e)(3) of the Securities Exchange Act of 1934, as amended, equals \$39.30 per \$1,000,000 of the value of securities proposed to be purchased.

- Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: Not applicable.  
Form or Registration No.: Not applicable.

Filing party: Not applicable.  
Date filed: Not applicable.

- Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- third party tender offer subject to Rule 14d-1.
- issuer tender offer subject to Rule 13e-4.
- going-private transaction subject to Rule 13e-3.

amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer:

If applicable, check the appropriate box(es) below to designate the appropriate rule provision(s) relied upon:

Rule 13e-4(i) (Cross-Border Issuer Tender Offer)

Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

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## TENDER OFFER

This Tender Offer Statement on Schedule TO relates to an offer (the “Offer”) by Amdocs Limited, a company organized under the laws of the Island of Guernsey (“Amdocs”), to purchase for cash, on the terms and subject to the conditions set forth in the attached Notice of Put Right and Offer to Purchase, dated February 13, 2009 (the “Offer to Purchase”), and Letter of Transmittal (the “Letter of Transmittal”), any and all of its outstanding 0.50% Convertible Senior Notes due 2024. Copies of the Offer to Purchase and the Letter of Transmittal are filed as exhibits (a)(1)(i) and (a)(1)(ii), respectively, hereto. Pursuant to General Instruction F to Schedule TO, information contained in the Offer to Purchase is hereby incorporated by reference in the answers to items in this Statement.

### **Item 1. Summary Term Sheet.**

The information set forth in the section of the Offer to Purchase captioned “Summary Term Sheet” is incorporated herein by reference.

### **Item 2. Subject Company Information.**

(a) The name of the issuer is Amdocs Limited, a company organized under the laws of the Island of Guernsey. Our registered office is located in Suite 5, Tower Hill House Le Bordage, St. Peter Port, Guernsey, GY1 3QT, and the telephone number at that location is 011-44-1481-728444. The executive offices of our principal subsidiary in the United States are located at 1390 Timberlake Manor Parkway, Chesterfield, Missouri 63017, and the telephone number at that location is (314) 212-8328. The information set forth in the Offer to Purchase in the section captioned “Information About Amdocs” is incorporated herein by reference.

(b) The securities that are subject to this offer are the 0.50% Convertible Senior Notes due 2024 of Amdocs Limited, or the notes. As of the date of this statement, there was \$331,800,000 aggregate principal amount of the notes outstanding.

(c) The information set forth in the Offer to Purchase in the section captioned “The Offer — Information about the Notes — Trading Market” is incorporated herein by reference.

On February 11, 2009, the last reported sale price for Amdocs’ ordinary shares was \$18.59 per share.

### **Item 3. Identity and Background of Filing Person.**

(a) The information set forth under Item 1 and Item 2(a) above is incorporated herein by reference. Amdocs is both the filing person and the subject company.

As required by General Instruction C to Schedule TO promulgated by the U.S. Securities and Exchange Commission, the following persons are directors and/or executive officers and/or controlling persons of Amdocs:

Bruce K. Anderson	Director, Amdocs Limited
Adrian Gardner	Director, Amdocs Limited
Charles E. Foster	Director, Amdocs Limited
James S. Kahan	Director, Amdocs Limited
Zohar Zisapel	Director, Amdocs Limited
Julian A. Brodsky	Director, Amdocs Limited
Eli Gelman	Director, Amdocs Limited
Nehemia Lemelbaum	Director, Amdocs Limited
John T. McLennan	Director, Amdocs Limited
Robert A. Minicucci	Director, Amdocs Limited
Simon Olswang	Director, Amdocs Limited
Dov Baharav	Director, Amdocs Limited; President and Chief Executive Officer, Amdocs Management Limited
Tamar Rapaport Dagim	Senior Vice President and Chief Financial Officer, Amdocs Management Limited
James Liang	Senior Vice President and Chief Strategy Officer, Amdocs, Inc.
Ayal Shiran	Senior Vice President and Head of Customer Business Group

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Anshoo Gaur  
Thomas G. O'Brien

Division President, Amdocs Development Center India Pvt. Ltd.  
Treasurer and Secretary, Amdocs Limited

The address of each director and/or executive officer listed above is c/o Amdocs, Inc., 1390 Timberlake Manor Parkway, Chesterfield, Missouri 63017, and each such person's telephone number is (314) 212-8328.

### **Item 4. *Terms of the Transaction.***

(a)(1)(i) – (iii), (v) – (viii), (x), (xii) The information set forth in the sections of the Offer to Purchase captioned “Summary Term Sheet,” “The Offer — General,” “— Purpose of the Offer,” “— Information about the Notes,” “— Source and Amount of Funds,” “— Expiration Date; Extensions; Amendments; Termination,” “— Conditions to this Offer,” “Procedures for Tendering and Withdrawing Notes — Tendering Notes,” “— Withdrawal Rights,” “— Acceptance for Payment,” “Material U.S. Federal Income Tax Consequences — U.S. Holders,” “— Purchase of Notes under the Offer,” “— Market Discount,” and “— Amortizable Bond Premium” is incorporated herein by reference.

(a)(1)(iv), (ix), (xi) Not applicable.

(a)(2) Not applicable.

(b) None of the subject securities is to be purchased from any officer, director, or affiliate of Amdocs.

### **Item 5. *Past Contacts, Transactions, Negotiations and Agreements.***

(e) The notes are governed by the Indenture, dated as of March 5, 2004, between Amdocs, as Issuer, and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee. The information set forth in the Offer to Purchase in the section captioned “The Offer — Information about the Notes” is incorporated herein by reference.

### **Item 6. *Purposes of the Transaction and Plans or Proposals.***

(a) The information set forth in the Offer to Purchase in the section captioned “The Offer — Purpose of the Offer” is incorporated herein by reference.

(b) The information set forth in the Offer to Purchase in the section captioned “The Offer — Purpose of the Offer” is incorporated herein by reference.

(c)(1) None.

(c)(2) None.

(c)(3) None.

(c)(4) None.

(c)(5) None.

(c)(6) None.

(c)(7) None.

(c)(8) None.

(c)(9) None.

(c)(10) None.

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### **Item 7. Source and Amount of Funds or Other Consideration.**

(a) The information set forth in the Offer to Purchase in the section captioned “The Offer — Source and Amount of Funds” is incorporated herein by reference.

(b) Not applicable.

(d) The information set forth in the Offer to Purchase in the section captioned “The Offer — Source and Amount of Funds” is incorporated herein by reference.

### **Item 8. Interest in Securities of the Subject Company.**

(a) To the best knowledge of Amdocs, no notes are beneficially owned by any person whose ownership would be required to be disclosed by this item.

(b) None.

### **Item 9. Persons/Assets, Retained, Employed, Compensated or Used.**

(a) The information set forth in the Offer to Purchase in the section captioned “Paying Agent; Fees and Expenses” is incorporated herein by reference.

### **Item 10. Financial Statements.**

(a) Amdocs does not believe it is required to include such information due to the fact that such information is not material because, among other reasons, the consideration offered consists solely of cash, the offer is not subject to any financing condition, the offeror is a public reporting company that files reports electronically under EDGAR and the Offer is for all outstanding notes.

(b) Not applicable.

### **Item 11. Additional Information.**

Agreements, Regulatory Requirements and Legal Proceedings.

(a)(1) None.

(a)(2) None.

(a)(3) None.

(a)(4) None.

(a)(5) None.

Other Material Information.

(b) The information set forth in the Offer to Purchase and the Letter of Transmittal dated as of February 13, 2009, copies of which are attached hereto as Exhibits (a)(1)(i) and (a)(1)(ii), respectively, is incorporated herein by reference.

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### **Item 12. Exhibits.**

- (a)(1)(i) Notice of Put Right and Offer to Purchase, dated February 13, 2009.\*
- (a)(1)(ii) Letter of Transmittal, dated February 13, 2009.\*
- (a)(1)(iii) Letter to Clients, dated February 13, 2009.\*
- (a)(1)(iv) Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees, dated February 13, 2009.\*
- (a)(1)(v) Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.\*
- (a)(5)(i) Press Release Regarding Offer, dated February 13, 2009.\*
- (b) Credit Agreement, dated as of November 27, 2007, among Amdocs Limited, certain of its subsidiaries, the lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent, J.P. Morgan Europe Limited, as London agent, and JPMorgan Chase Bank, N.A., Toronto branch, as Canadian agent (incorporated by reference to Exhibit 4.b.9 to Amdocs' Annual Report on Form 20-F, filed December 3, 2007).
- (d)(1) Indenture, dated as of March 5, 2004, between Amdocs Limited and The Bank of New York Mellon (formerly known as The Bank of New York), as trustee, for 0.50% Convertible Senior Notes due 2024 (incorporated by reference to Exhibit 99.1 to Amdocs' Report on Form 6-K, filed March 5, 2004).
- (d)(2) Registration Rights Agreement, dated as of March 5, 2004, between Amdocs Limited and Morgan Stanley & Co. Incorporated, Goldman, Sachs & Co. and Merrill Lynch, Pierce, Fenner & Smith Incorporated (incorporated by reference to Exhibit 99.2 to Amdocs' Report on Form 6-K, filed March 5, 2004).
- (g) None.
- (h) None.

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\* Filed herewith

### **Item 13. Information Required by Schedule 13E-3.**

Not applicable.



**SIGNATURE**

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Statement is true, complete and correct.

AMDOCS LIMITED

By: /s/ Thomas G. O'Brien

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

Date: February 13, 2009

**EXHIBIT INDEX**

<b>Exhibit Number</b>	<b>Description</b>
(a)(1)(i)	Notice of Put Right and Offer to Purchase, dated February 13, 2009.*
(a)(1)(ii)	Letter of Transmittal, dated February 13, 2009.*
(a)(1)(iii)	Letter to Clients, dated February 13, 2009.*
(a)(1)(iv)	Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees, dated February 13, 2009.*
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(g)	None.
(h)	None.

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\* Filed herewith

## Notice of Put Right and Offer to Purchase

# amdocs

### Offer To Purchase For Cash Any and All of its Outstanding 0.50% Convertible Senior Notes due 2024

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 9:00 A.M., EASTERN TIME, ON MARCH 16, 2009, AND MAY NOT BE EXTENDED, EXCEPT AS REQUIRED BY APPLICABLE LAW.**

Amdocs Limited, a company organized under the laws of the Island of Guernsey, hereby gives notice to the holders of its outstanding 0.50% Convertible Senior Notes due 2024, or the notes, of the holders' right to require Amdocs to repurchase the notes at a repurchase price equal to 100% of the principal amount of the notes, plus accrued and unpaid interest to but excluding the date of repurchase. Under the terms of the indenture governing the notes, Amdocs has the option to pay for the notes with cash, ordinary shares, or a combination of cash and ordinary shares. Amdocs is hereby offering to purchase for cash any and all of the outstanding notes at that repurchase price, plus accrued and unpaid interest. If the expiration date of this offer is March 16, 2009, holders will receive \$1,000.2083 per \$1,000 principal amount of notes tendered. Interest on the notes will continue to accrue at a daily rate of approximately \$0.0139 for each \$1,000 principal amount of notes if the offer is extended past March 16, 2009. Holders of record of the notes on March 1, 2009 will receive the regularly scheduled interest payment on March 16, 2009 pursuant to the terms of the indenture. Scheduled interest payments will be payable by the trustee in accordance with standard practices. Amdocs is giving this notice of put right and making this offer in order to satisfy its obligations under the indenture governing the notes.

The notes are obligations of Amdocs. Any notes that remain outstanding after consummation of this offer will continue to be obligations of Amdocs and will continue to accrue interest and have the benefits of the indenture, including the right of the holder to convert the notes into Amdocs' ordinary shares.

Any person desiring to tender notes in this offer must comply with the procedures set forth in this document under "PROCEDURES FOR TENDERING AND WITHDRAWING NOTES" and in the letter of transmittal. Tenders of notes may be withdrawn at any time prior to the expiration of this offer.

*The CUSIP numbers for the notes are:* 02342TAC3 and 02342TAD1. The CUSIP numbers referenced above have been assigned by Standard & Poor's Corporation and are included solely for the convenience of holders of the notes. Amdocs, the Paying Agent and the Trustee shall not be responsible for the selection or use of these CUSIP numbers, and no representation is made as to their correctness on the notes or as indicated in any notice of put right, offer to purchase or letter of transmittal.

**Amdocs makes no recommendation as to whether or not holders should tender notes pursuant to this offer.**

This document contains important information about this offer. We urge you to read it in its entirety.

**February 13, 2009.**

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### CAUTIONARY NOTE ABOUT FORWARD-LOOKING STATEMENTS

This Notice of Put Right and Offer to Purchase and the documents incorporated herein by reference contain forward-looking statements (within the meaning of the U.S. federal securities laws) that involve substantial risks and uncertainties. You can identify these forward-looking statements by words such as “expect”, “anticipate”, “believe”, “seek”, “estimate”, “project”, “forecast”, “continue”, “potential”, “should”, “would”, “could”, and “may”, and other words that convey uncertainty of future events or outcome. Statements that we make in this document that are not statements of historical fact also may be forward-looking statements. Forward-looking statements are not guarantees of future performance, and involve risks, uncertainties and assumptions that may cause our actual results to differ materially from the expectations that we describe in our forward-looking statements. There may be events in the future that we are not accurately able to predict, or over which we have no control. You should not place undue reliance on forward-looking statements. We do not promise to notify you if we learn that our assumptions or projections are wrong for any reason. We disclaim any obligation to update our forward-looking statements, except where applicable law may otherwise require us to do so.

Important factors that may affect these projections or expectations include, but are not limited to: changes in the overall economy; changes in competition in markets in which we operate; changes in the demand for our products and services; consolidation within the industries in which our customers operate; the loss of a significant customer; changes in the telecommunications regulatory environment; changes in technology that impact both the markets we serve and the types of products and services we offer; financial difficulties of our customers; losses of key personnel; difficulties in completing or integrating acquisitions; litigation and regulatory proceedings; and acts of war or terrorism. For a discussion of these important factors and other risks, please read the information set forth under the caption “Risk Factors” in our Annual Report on Form 20-F for fiscal 2008 that we filed on December 8, 2008 with the Securities and Exchange Commission.

## SUMMARY TERM SHEET

The following are answers to some of the questions that you, as a holder of the 0.50% Convertible Senior Notes due 2024 of Amdocs Limited, may have. We urge you to read the remainder of this Notice of Put Right and Offer to Purchase and the other documents that are incorporated in this document by reference carefully because the information in this summary term sheet is not complete. Additional important information is contained in the remainder of this document and the other documents.

### Information about this Offer

#### Who is offering to purchase your notes? (Page 5)

- Amdocs Limited is offering to purchase the notes.

#### What class of securities is sought in this offer? (Page 5)

- We are offering to acquire any and all of our 0.50% Convertible Senior Notes due 2024 that are currently outstanding.

#### Why is Amdocs making this offer? (Page 6)

- The indenture for the notes gives the holders of the notes the right to require us to repurchase all or a portion of each holder's notes on March 16, 2009, at a repurchase price equal to 100% of the principal amount of the notes being repurchased, plus accrued and unpaid interest to but excluding the date of repurchase.

#### What price will you receive for your notes if you tender them to us? (Page 5)

- We are offering to repurchase your notes at a repurchase price of 100% of the principal amount of the notes, plus accrued and unpaid interest to but excluding the expiration date of this offer. If the expiration date of this offer is March 16, 2009, you will receive \$1,000.2083 per \$1,000 principal amount of the notes you tender. Interest on the notes will continue to accrue at a daily rate of approximately \$0.0139 per \$1,000 principal amount of notes if the offer is extended past March 16, 2009. Holders of record of the notes on March 1, 2009 will receive the regularly scheduled interest payment on March 16, 2009 pursuant to the terms of the indenture. Scheduled interest payments will be payable by the trustee in accordance with standard practices.

#### What is the process for tendering your notes? (Page 9)

- There are three ways to tender notes, depending upon the manner in which your notes are held:
- If your notes are registered in your name, (1) complete and sign the letter of transmittal or a facsimile copy in accordance with the instructions to the letter of transmittal, (2) mail or deliver it and any other required documents to the Paying Agent for this offer at one of its addresses listed on the back cover of this Notice of Put Right and Offer to Purchase and (3) either deliver the certificates for the tendered notes to the Paying Agent or transfer your notes pursuant to the book-entry transfer procedures described in this Notice of Put Right and Offer to Purchase;
- If your notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, meaning your notes are owned in "street name," then you must instruct your broker, dealer, commercial bank, trust company or other nominee to tender your notes; or
- If your notes are held of record by The Depository Trust Company, or DTC, you may tender them through DTC's Automated Tender Offer Program.
- For more information on the tendering process, please see "PROCEDURES FOR TENDERING AND WITHDRAWING NOTES — Tendering notes."

**Can you tender a portion of your notes? (Page 5)**

- You are not required to tender all of your notes in this offer. Under the terms of the indenture for the notes, if you choose to tender less than the full amount of your notes, you must tender \$1,000 principal amount of notes or any greater integral multiple of \$1000.

**When does this offer expire? (Page 8)**

- You have until 9:00 a.m., Eastern time, on Monday, March 16, 2009 to tender your notes in this offer. Unless required by applicable law, this offer will not be extended.

**Are there any conditions to this offer? (Page 8)**

- There are no conditions to this offer except for the timely and proper delivery and tender of your notes in accordance with the terms of this offer.

**When will you receive payment for your tendered notes? (Page 11)**

- We will pay for the tendered notes in cash promptly after this offer expires.

**Can you withdraw your tendered notes? (Page 10)**

- You may withdraw your tendered notes at any time before 9:00 a.m., Eastern time, on March 16, 2009, or, if this offer is extended as required by applicable law, the time and date when the extended offer expires. In addition, if we have not accepted your notes for payment by April 11, 2009, you may also withdraw your notes. To withdraw your tendered notes, please follow the instructions under “PROCEDURES FOR TENDERING AND WITHDRAWING NOTES — Withdrawal Rights.”

**What happens to your notes if you do not tender them? (Page 6)**

- Any notes that remain outstanding after consummation of this offer will continue to be obligations of Amdocs and will continue to accrue interest and have the benefits of the indenture for the notes.

**What are the tax consequences to you if you tender your notes? (Page 12)**

- The receipt of cash in exchange for your notes in this offer will be a taxable transaction to you for U.S. federal income tax purposes. Except with respect to accrued but unpaid interest, which will be taxable as such unless previously included in gross income, you will generally recognize a capital gain or loss on the sale equal to the difference between (1) the amount of cash you receive for your note and (2) your adjusted tax basis in the note. The capital gain or loss will be considered long-term if you held your note for longer than 12 months and short-term if you held your note for 12 months or less. For more information, please see “MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES.”
- You should consult with your tax advisor with respect to the application of the U.S. federal income tax laws to your particular situation as well as any tax consequences arising under U.S. federal tax laws other than income tax or the laws of any state, local or foreign taxing jurisdiction or under any applicable tax treaty.

**Where can you get more information regarding this offer? (Back cover page)**

- If you have questions regarding the procedures for tendering your notes or require assistance in tendering your notes, please contact The Bank of New York Mellon, the Paying Agent for this offer, at one of the addresses or telephone numbers listed on the back cover of this Notice of Put Right and Offer to Purchase. You may also contact Amdocs by writing to Thomas G. O’Brien, Secretary and Treasurer, Amdocs Inc., 1390 Timberlake Manor Parkway, Chesterfield, Missouri 63017 or by calling: (314) 212-8328.

**Is Amdocs making any recommendation about the offer? (Page 6)**

- Amdocs makes no recommendation as to whether or not holders should tender their notes pursuant to the offer.

## Information about the Notes

### Who is the issuer of the notes? (Page 6)

- Amdocs Limited is the issuer of the notes.

### What is the conversion rate of the notes? (Page 7)

- The notes are convertible into Amdocs Limited ordinary shares. Upon conversion, you would receive 23.1911 of our ordinary shares for every \$1,000 principal amount of the notes. This is equivalent to a conversion price of approximately \$43.12 per share. On February 11, 2009, the last reported sale price for Amdocs' ordinary shares was \$18.59 per share.
- The right to convert your notes expires at the close of business on March 14, 2024, unless we have previously redeemed or repurchased your notes. Your right to convert a note called for redemption or delivered for repurchase will terminate at the close of business on the business day immediately preceding the redemption date or repurchase date for that note, unless we default in making the payment due upon redemption or repurchase.

### Do holders have any rights to require Amdocs to repurchase the notes? (Page 6)

- This offer is being made in connection with the right of noteholders under the indenture for the notes to require us to repurchase their notes on March 16, 2009. Under the indenture for the notes, noteholders also have the right to require us to repurchase their notes on March 15, 2014 and March 15, 2019.
- If a designated event, as defined in the indenture for the notes, occurs in the future, you will have the right, at your option, to require us to repurchase all of your notes not called for redemption, or any portion of the principal amount of your notes that is equal to \$1,000 or any greater integral multiple of \$1,000. The repurchase price would be 100% of the principal amount of the notes to be repurchased, together with interest accrued and unpaid to but excluding the repurchase date.

### What are the redemption provisions of the notes? (Page 7)

- On and after March 20, 2009, we may redeem the notes, in whole or in part, at our option, at a redemption price of 100% of principal amount plus accrued and unpaid interest to but excluding the redemption date. The indenture requires us to give notice of redemption not more than 60 and not less than 30 days before the redemption date.

### What are the interest payment provisions of the notes? (Page 7)

- Interest on outstanding notes is paid on March 15 and September 15 of each year at an annual rate of 0.50% of the principal amount of the notes. Unless there is a default in payment of the repurchase price, interest on any notes purchased by Amdocs pursuant to this offer will cease to accrue from and after March 16, 2009 or, if the expiration date for this offer is after March 16, 2009, from and after such expiration date.

### Will you still receive your scheduled interest payment for your notes on March 16, 2009? (Page 5)

- If you were a holder of record of the notes on March 1, 2009, you will receive your March 16, 2009 scheduled interest payment pursuant to the terms of the indenture. Scheduled interest payments will be payable by the trustee in accordance with standard practices.

## AVAILABLE INFORMATION

We are subject to the reporting requirements of foreign private issuers under the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Pursuant to the Exchange Act, we file reports with the Securities and Exchange Commission (the “SEC”), including an Annual Report on Form 20-F, and we submit reports to the SEC, including Reports of Foreign Private Issuers on Form 6-K. These reports and other information may be inspected and copied at the Public Reference Section of the SEC at 100 F Street, N.E., Washington, D.C. 20549. Information on the operation of the Public Reference Room may be obtained by calling the SEC at 1-800-SEC-0330. Reports and information statements and other information filed electronically with the SEC are available at the SEC’s website at <http://www.sec.gov>. This information may also be found on our website at [www.amdocs.com](http://www.amdocs.com).

## INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents, which have been filed by Amdocs (File No. 001-14840) with the SEC, are incorporated herein by reference:

- Amdocs’ Annual Report on Form 20-F for the fiscal year ended September 30, 2008, filed on December 8, 2008; and
- Amdocs’ report on Form 6-K containing its results for the quarterly period ended December 31, 2008, filed on February 9, 2009.

The documents incorporated by reference herein (other than exhibits to such documents that are not specifically incorporated by reference herein) are available without charge to any person to whom this Notice of Put Right and Offer to Purchase has been delivered upon written or oral request to Thomas G. O’Brien, Secretary and Treasurer, Amdocs Inc., 1390 Timberlake Manor Parkway, Chesterfield, Missouri 63017, telephone: (314) 212-8328.

## THE OFFER

### General

Amdocs Limited, a company organized under the laws of the Island of Guernsey (“Amdocs”), hereby offers to purchase for cash any and all of its outstanding 0.50% Convertible Senior Notes due 2024 (the “Notes”) at the Repurchase Price (as defined herein), upon the terms and subject to the conditions set forth in this Notice of Put Right and Offer to Purchase (as it may be amended or supplemented from time to time, the “Offer to Purchase”), and in the related Letter of Transmittal (as it may be amended or supplemented from time to time, the “Letter of Transmittal”). This Offer to Purchase and the Letter of Transmittal collectively constitute this “Offer.”

This Offer will expire at 9:00 a.m., Eastern time, on March 16, 2009, and may not be extended except as required by applicable law (such time and date, as it may be extended, the “Expiration Date”).

The “Repurchase Price” is equal to 100% of the principal amount of the Notes, plus interest accrued and unpaid to but excluding March 16, 2009 (or, if the Expiration Date is after March 16, 2009, through and including the date immediately preceding the Expiration Date). If the Expiration Date is March 16, 2009, the Repurchase Price will equal \$1,000.2083 per \$1,000 principal amount of the Notes tendered. Interest on the Notes will continue to accrue at a daily rate of approximately \$0.0139 for each \$1,000 principal amount of Notes if the offer is extended past March 16, 2009. Holders of record of the notes on March 1, 2009 will receive the regularly scheduled interest payment on March 16, 2009 pursuant to the terms of the indenture. Scheduled interest payments will be payable by the trustee in accordance with standard practices.

Amdocs will accept tenders of all of a holder’s Notes or of any portion of a holder’s Notes that is in an amount equal to \$1,000 principal amount or any greater integral multiple of \$1,000. Tenders of Notes may be withdrawn at any time before 9:00 a.m. Eastern Time on the Expiration Date. Any holder of the Notes desiring to tender the Notes must comply with the procedures set forth herein under “PROCEDURES FOR TENDERING AND WITHDRAWING NOTES” and in the Letter of Transmittal.



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Upon the terms and subject to the conditions of this Offer (including, if this Offer is extended or amended, the terms and conditions of any such extension or amendment) and applicable law, Amdocs will, promptly after the Expiration Date, purchase, by accepting for payment, and will pay for, all Notes validly tendered (and not properly withdrawn) pursuant to this Offer. Such payment will be made by the deposit of immediately available funds with The Bank of New York Mellon (the "Paying Agent"), which will act as agent for tendering holders for the purpose of receiving payment from Amdocs and transmitting such payment to tendering holders. Subject to the requirements of the Indenture, dated as of March 5, 2004 (as amended, the "Indenture"), between Amdocs and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee (the "Trustee"), and the Notes, Amdocs expressly reserves the right, in its sole discretion and subject to applicable law, to delay acceptance for payment of or payment for Notes in order to comply, in whole or in part, with any applicable law. Amdocs would only delay such acceptance for payment or payment in the event that, at such time, Amdocs had not yet received any necessary governmental approvals.

If less than all the principal amount of Notes held by a holder is tendered by such holder pursuant to this Offer, promptly after the Expiration Date, Amdocs shall issue, and the Trustee shall authenticate and deliver to or on the order of the holder thereof, at the expense of Amdocs, new Notes of authorized denominations in a principal amount equal to the portion of the Notes not tendered.

Rule 13e-4 promulgated under the Exchange Act generally prohibits Amdocs and its affiliates from purchasing Notes, other than pursuant to this Offer, until at least ten business days after the expiration or termination of this Offer.

Any questions or requests for assistance or for additional copies of this Offer to Purchase, the Letter of Transmittal or related documents may be directed to the Paying Agent at one of its addresses or telephone numbers set forth on the back cover hereof. Any beneficial owner owning interests in the Notes should contact such beneficial owner's broker, dealer, commercial bank, trust company or other nominee for assistance concerning this Offer.

### **Purpose of the Offer**

The purpose of this Offer is to fulfill Amdocs' contractual obligations under the Indenture. This Offer to Purchase serves as the "Company Repurchase Notice" required under Section 3.07 of the Indenture. The Letter of Transmittal serves as the "Repurchase Notice" as specified and required in Section 3.06 of the Indenture.

### **Amdocs makes no recommendation as to whether or not holders should tender Notes pursuant to this Offer.**

The Notes purchased pursuant to this Offer will cease to be outstanding and will be delivered to the Trustee for cancellation immediately after such purchase. Interest on any Notes purchased by Amdocs pursuant to this Offer will cease to accrue from and after the Expiration Date (unless there is a default in payment of the Repurchase Price).

Holders of Notes that are not tendered pursuant to this Offer will not have the right after the Expiration Date to exercise the put right described in this Offer to Purchase.

Pursuant to the Indenture, holders of Notes that are not tendered pursuant to this Offer will still have the right to require Amdocs to repurchase their Notes on March 15, 2014 and March 15, 2019. Such holders will also have the right to require Amdocs to repurchase their Notes upon a designated event, as defined in the Indenture.

### **Information about the Notes**

The Notes are obligations of Amdocs. Any Notes which remain outstanding after consummation of this Offer will continue to be obligations of Amdocs and will continue to accrue interest and have the benefits of the Indenture. Amdocs is not seeking noteholder approval of any amendments to the Notes or the Indenture.

*Principal Amount of Notes Outstanding.* As of February 12, 2009 there was \$331,800,000 aggregate principal amount of Notes outstanding.

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*CUSIP Numbers.* The CUSIP numbers for the Notes are: 02342TAC3 and 02342TAD1. The CUSIP numbers referenced above have been assigned by Standard & Poor's Corporation and are included solely for the convenience of holders of the Notes. Amdocs, the Paying Agent and the Trustee shall not be responsible for the selection or use of these CUSIP numbers, and no representation is made as to their correctness on the Notes or as indicated in any notice of put right, offer to purchase or letter of transmittal.

*Interest.* The Notes that remain outstanding after consummation of this Offer will continue to accrue interest until the date of maturity, March 15, 2024, or until the principal of the Notes has been paid. The Notes bear an interest rate of 0.50% per year, payable on March 15 and September 15 of each year, to record holders of the Notes as of the preceding March 1 or September 1.

*Redemption.* The Notes which remain outstanding after consummation of this Offer will continue to be subject to Amdocs' right to call such Notes for redemption. On and after March 20, 2009, Amdocs may redeem the Notes, in whole or in part, at Amdocs' option, at the redemption price of 100% of principal amount plus accrued and unpaid interest to but excluding the redemption date. The Indenture requires Amdocs to give notice of redemption not more than 60 and not less than 30 days before the redemption date.

No redemption of the Notes can occur prior to the Expiration Date of this Offer.

*Conversion.* The Notes are convertible into 23.1911 ordinary shares for each \$1,000 principal amount of the Notes (the "Conversion Amount"). This is equivalent to a conversion price of approximately \$43.12 per share. A holder may convert the Notes into the Conversion Amount until, but not after, such Notes are properly tendered in this Offer to the Paying Agent, unless the tender of such Notes is properly withdrawn or there is a default in payment of the Repurchase Price. In order to convert the Notes, a holder must present the Notes and a conversion notice meeting the requirements of the Indenture to the Trustee at: The Bank of New York Mellon, 101 Barclay Street, 7E, New York, New York 10286, Attention: Carolle Montreuil, telephone (212) 815-5290.

*Resale of Notes.* The Notes were originally issued in a private placement pursuant to Rule 144A under the Securities Act and are entitled to the benefits of a registration rights agreement. On September 23, 2004, the SEC declared effective a resale registration statement relating to the Notes and the ordinary shares issuable upon conversion of the Notes. Amdocs agreed that it would, at its expense, use its reasonable efforts to keep the resale registration statement effective until the earlier of (1) the sale of all registrable securities registered pursuant to the resale registration statement or sold to the public pursuant to Rule 144 under the Securities Act, and (2) the expiration of the holding period referred to in Rule 144(k) under the Securities Act or any successor provision with respect to all registrable securities held by persons who are not affiliates of Amdocs.

*Trading Market.* The Notes are not listed on any securities exchange or automated quotation system. The Notes are traded in the over-the-counter market and various dealers, brokers or traders publicly price quotations for the Notes. The following table sets forth, as reported by Tradeline, the high and low end-of-day bid/offer quotes of the Notes for each quarterly period during the previous two calendar years. In accordance with market practice, the Notes are quoted based on a price per \$1,000 principal amount at maturity.

	<u>High</u>	<u>Low</u>
2007		
Quarter ended March 31, 2007	\$107.25	\$94.00
Quarter ended June 30, 2007	104.17	93.25
Quarter ended September 30, 2007	106.13	93.00
Quarter ended December 31, 2007	107.00	91.67
2008		
Quarter ended March 31, 2008	\$103.63	\$95.52
Quarter ended June 30, 2008	101.50	93.00
Quarter ended September 30, 2008	101.50	91.50
Quarter ended December 31, 2008	100.00	84.00
2009		
Quarter ending March 31, 2009 (through February 11, 2009)	\$101.50	\$95.00

Quotations for securities that are not widely traded may differ from actual trading prices and should be viewed as approximations. Holders are urged to contact their broker to obtain current market prices for the Notes. See “INFORMATION ABOUT AMDOCS — Market Price Information” for information about trading in Amdocs’ ordinary shares.

*Right to Require Repurchase Upon Change in Control.* Following a Designated Event (as defined in the Indenture), each holder of Notes would have the right, at such holder’s option, to require Amdocs to repurchase all of such holder’s Notes or any portion of such holder’s Notes that is equal to \$1,000 or any greater integral multiple of \$1,000 at a price equal to 100% of the principal amount of the Notes, plus interest accrued and unpaid to but excluding the repurchase date.

#### **Source and Amount of Funds**

If all outstanding Notes are tendered and purchased, the aggregate amount of funds required to pay the Repurchase Price and the fees and expenses related to this Offer would be approximately \$331.9 million. Amdocs expects to use cash on hand, borrowings under its revolving credit facility or a combination of both to pay this amount.

Amdocs maintains an unsecured \$500 million five-year revolving credit facility with a syndicate of banks, which is available for general corporate purposes, including to pay the Repurchase Price and the fees and expenses related to this Offer. As of February 12, 2009, approximately \$375 million was available under this revolving credit facility. The interest rate for borrowings under the revolving credit facility is chosen at Amdocs’ option (from several pre-defined alternatives) and depends on the circumstances of any advance and is based on Amdocs’ credit ratings. For any borrowings under this facility used to pay the Repurchase Price and the fees and expenses related to this Offer, based on prevailing rates as of February 12, 2009, Amdocs expects that the stated and effective interest rates will be approximately 1.0%. If Amdocs uses any borrowings under its revolving credit facility to pay the Repurchase Price or any fees or expenses related to this Offer, it expects to repay such borrowings using cash on hand and cash generated from operations or with proceeds of any future equity or debt financings that it may pursue.

#### **Expiration Date; Extensions; Amendments; Termination**

The Expiration Date of this Offer is 9:00 a.m., Eastern time, on March 16, 2009. This Offer may not be extended, except as required by applicable law. During any extension of this Offer, all Notes previously tendered pursuant to this Offer (and not properly withdrawn) will remain subject to this Offer and may be accepted for payment by Amdocs, subject to the withdrawal rights of holders.

Amdocs expressly reserves the right, subject to the requirements of the Indenture, the Notes and applicable law: (1) to delay acceptance for payment of or payment for any Notes tendered pursuant to this Offer in the event that Amdocs has not yet received any necessary governmental approvals; and (2) at any time, prior to the expiration of this Offer, or from time to time, to amend the terms of this Offer in any respect.

Any extension, amendment or termination of this Offer will be followed as promptly as practicable by a public announcement thereof. Without limiting the manner in which Amdocs may choose to make a public announcement of any extension, amendment or termination of this Offer, except as required by law, Amdocs shall have no obligation to publish, advertise, or otherwise communicate any such public announcement, other than by issuing a release to the Dow Jones News Service, except in the case of an announcement of an extension of this Offer, in which case Amdocs shall have no obligation to publish, advertise or otherwise communicate such announcement other than by issuing a notice of such extension by press release or other public announcement, which notice shall be issued no later than 9:00 a.m., Eastern time, on the next business day after the previously scheduled Expiration Date.

#### **Conditions to this Offer**

There are no conditions to this Offer except for the timely and proper delivery and tender of Notes in accordance with the terms of this Offer.

## PROCEDURES FOR TENDERING AND WITHDRAWING NOTES

### Tendering Notes

*General.* The tender of Notes pursuant to any of the procedures set forth in this Offer to Purchase and in the Letter of Transmittal will constitute the tendering holder's acceptance of the terms and conditions of this Offer. Amdocs' acceptance of such Notes for payment will constitute a binding agreement between the tendering holder and Amdocs upon the terms and subject to the conditions of this Offer. The tender of Notes will constitute an agreement to deliver good, marketable and unencumbered title to all tendered Notes prior to the Expiration Date, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right.

**Unless the Notes being tendered are deposited by the holder with the Paying Agent by the Expiration Date (accompanied by a properly completed and duly executed Letter of Transmittal or an Agent's Message), Amdocs may, at its option, reject such tender. Payment for Notes will be made only against deposit of tendered Notes and delivery of all other required documents.**

No alternative, conditional, irregular or contingent tenders will be accepted. By executing a Letter of Transmittal (or facsimile thereof), each tendering holder waives any right to receive any notice of the acceptance of its Notes for payment.

*Tender of Notes.* In order for Notes to be validly tendered pursuant to this Offer, the Letter of Transmittal (or facsimile thereof), properly completed and duly executed, together with any required signature guarantees, or an Agent's Message in connection with a book-entry delivery of Notes, and any other documents required by the Letter of Transmittal, must be received by the Paying Agent at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Date, and the certificates evidencing tendered Notes must be received by the Paying Agent at one of such addresses or such Notes must be tendered pursuant to the procedures for book-entry transfer set forth below (and a Book-Entry Confirmation must be received by the Paying Agent), in each case prior to the Expiration Date.

*Book-Entry Transfer.* The Paying Agent will establish an account with respect to the Notes at DTC for purposes of this Offer within two business days after the date of this Offer to Purchase. Any financial institution that is a DTC participant may make book-entry delivery of Notes by causing DTC to transfer such Notes into the Paying Agent's account at DTC in accordance with DTC's Automated Tender Offer Program procedures for such transfer. However, although delivery of Notes may be effected through book-entry transfer into the Paying Agent's account at DTC, the Letter of Transmittal (or facsimile thereof), properly completed and duly executed, together with any required signature guarantees, or an Agent's Message and any other documents required by the Letter of Transmittal, must, in any case, be received by the Paying Agent at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Date in order for such Notes to be validly tendered pursuant to this Offer.

The confirmation of a book-entry transfer into the Paying Agent's account at DTC as described above is referred to as a "Book-Entry Confirmation." The term "Agent's Message" means a message transmitted by DTC to, and received by, the Paying Agent and forming a part of a Book-Entry Confirmation that states that DTC has received an express acknowledgement from the DTC participant tendering the Notes that are subject of such Book-Entry Confirmation, that such participant has received, and agrees to be bound by the terms of, the Letter of Transmittal and that Amdocs may enforce such agreement against such participant.

#### **Delivery of documents to DTC does not constitute delivery to the Paying Agent.**

*Signature Guarantees.* All signatures on a Letter of Transmittal must be guaranteed by a firm that is a commercial bank, broker, dealer, credit union, savings association or other entity that is a member in good standing of the Securities Transfer Agents Medallion Program, the Stock Exchanges Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program (each of the foregoing, an "Eligible Institution"); *provided, however*, that signatures on a Letter of Transmittal need not be guaranteed if (1) Notes are tendered by a holder who has not completed either the box entitled "Special Delivery Instructions" or "Special Payment Instructions" in the Letter of Transmittal or (2) Notes are tendered for the account of an Eligible Institution.

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*Mutilated, Lost, Stolen or Destroyed Notes.* If a holder desires to tender Notes pursuant to this Offer, but any such Note has been mutilated, lost, stolen or destroyed, such holder should write to or telephone the Trustee concerning the procedures for obtaining a replacement Note. Inquiries should be directed to the Trustee at: The Bank of New York Mellon, 101 Barclay Street, 7E, New York, New York 10286, Attention: Carolle Montreuil, telephone (212) 815-5290.

*Backup Federal Income Tax Withholding.* Under the “backup withholding” provisions of U.S. federal income tax law, unless a tendering holder, or his or her assignee (in either case, the “Payee”), satisfies the conditions described in Instruction 8 of the Letter of Transmittal or is otherwise exempt, the aggregate purchase price may be subject to backup withholding tax at a rate of 28%. To prevent backup withholding, each Payee should complete and sign the Substitute Form W-9 provided in the Letter of Transmittal. See Instruction 8 of the Letter of Transmittal.

*Effect of the Letter of Transmittal.* Subject to, and effective upon, the acceptance for purchase of and payment of the Repurchase Price for Notes tendered thereby, by executing and delivering a Letter of Transmittal, a tendering holder of Notes (1) irrevocably sells, assigns and transfers to, or upon the order of, Amdocs, all right, title and interest in and to all Notes tendered thereby and (2) irrevocably constitutes and appoints the Paying Agent as the true and lawful agent and attorney-in-fact of such holder with respect to such Notes, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) deliver such Notes, or transfer ownership of such Notes, together with all accompanying evidences of transfer and authenticity, to or upon the order of Amdocs, upon receipt by the Paying Agent, as the undersigned’s agent, of the Repurchase Price, (b) present such Notes for transfer on the relevant security register and (c) receive all benefits and otherwise exercise all rights of beneficial ownership of such Notes, all in accordance with the terms of this Offer. Notwithstanding the foregoing, except in the exercise of its duties as the Paying Agent, the Paying Agent will have no rights to, or control over, funds it receives from Amdocs.

*Determination of Validity.* All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of tendered Notes will be resolved by Amdocs, in its sole discretion, whose determination will be final and binding. Amdocs reserves the absolute right to reject any or all tenders that are not in proper form or the acceptance of which may, in the opinion of Amdocs or its counsel, be unlawful. Amdocs also reserves the absolute right to waive any irregularities as to particular Notes. Amdocs’ interpretation of the terms and conditions of this offer (including the Instructions in the Letter of Transmittal) will be final and binding.

Unless waived, any irregularities in connection with tenders must be cured within such time as Amdocs shall determine. Tenders of Notes will not be deemed to have been made until such irregularities have been cured or waived. Any Notes received by the Paying Agent that are not properly tendered or delivered and as to which the irregularities have not been cured or waived will be returned by the Paying Agent to the tendering holder, unless otherwise provided in the Letter of Transmittal, promptly following the Expiration Date.

None of Amdocs, the Paying Agent, the Trustee or any other person shall be obligated to give notification of defects or irregularities in any tender or shall incur any liability for failure to give any such notification.

**Letters of Transmittal and Notes must be sent only to the Paying Agent. Do not send Letters of Transmittal or Notes to Amdocs.**

**The method of delivery of Letters of Transmittal, Notes and all other required documents, including delivery through DTC, is at the sole option and risk of the tendering holder and the delivery will be deemed made only when actually received by the Paying Agent. In all cases, sufficient time should be allowed to ensure timely delivery.**

**Holders of Notes should be aware that no guaranteed delivery process is available to tender Notes.**

### **Withdrawal Rights**

Tenders of Notes may be withdrawn until 9:00 a.m., Eastern time, on March 16, 2009, and, unless already accepted for payment as provided herein, may also be withdrawn at any time after April 11, 2009.

For a withdrawal of a tender of Notes to be effective, a telegram, facsimile transmission or letter must be received by the Paying Agent on or prior to 9:00 a.m., Eastern time, on March 16, 2009, at one of its addresses set

forth on the back cover of this Offer to Purchase. Any such notice of withdrawal must (1) specify the name of the holder who tendered the Notes to be withdrawn, (2) contain a description of the Notes to be withdrawn and identify the certificate number or numbers shown on the particular Notes (unless such Notes were tendered by book-entry transfer) and the aggregate principal amount represented by such Notes, (3) include a statement that such holder is withdrawing his election to have such principal amount of such Notes purchased and (4) specify the principal amount, if any, of such Notes (which shall be \$1,000 or any greater integral multiple of \$1,000 thereof) that remains subject to this Offer and that has been or will be delivered for purchase by Amdocs. If the Notes to be withdrawn have been delivered or otherwise identified to the Paying Agent, a signed notice of withdrawal is effective immediately upon receipt by the Paying Agent even if physical release is not yet effected. Any Notes properly withdrawn will be deemed to be not validly tendered for purposes of this Offer.

Withdrawals may not be revoked. However, withdrawn Notes may be retendered at any time prior to 9:00 a.m., Eastern time, on March 16, 2009, by following one of the procedures described above under “— Tendering Notes.”

All questions as to the validity, form or eligibility (including time of receipt) of any notice of withdrawal will be resolved by Amdocs, in its sole discretion, whose determination will be final and binding. None of Amdocs, the Paying Agent, the Trustee or any other person shall be obligated to give notification of defects or irregularities in any notice of withdrawal or shall incur any liability for failure to give any such notification.

### **Acceptance for Payment**

Upon the terms and subject to the conditions to this Offer (including if this Offer is extended or amended, the terms of such extension or amendment) and applicable law, Amdocs will, promptly after the Expiration Date, purchase, by accepting for payment, and will pay for, all Notes properly tendered prior to the Expiration Date (and not properly withdrawn) pursuant to this Offer.

For purposes of this Offer, Amdocs shall be deemed to have accepted for payment (and thereby to have purchased) tendered Notes as, if and when Amdocs delivers to the Paying Agent written notification of Amdocs’ acceptance of such Notes for payment. Subject to the terms and conditions of this Offer, payment for Notes so accepted will be made by deposit of the consideration therefor with the Paying Agent. The Paying Agent will act as agent for tendering holders for the purpose of receiving payment from Amdocs and transmitting payment to such tendering holders.

In all cases, payment by the Paying Agent to tendering holders will be made only after timely receipt by the Paying Agent of the documentation described above under “— Tendering Notes.”

## **INFORMATION ABOUT AMDOCS**

### **General**

Amdocs Limited was organized under the laws of the Island of Guernsey in 1988. Since 1995, Amdocs Limited has been a holding company for the various subsidiaries that conduct Amdocs’ business on a worldwide basis. Amdocs’ global business is providing software and services solutions to enable communications companies that are major service providers in North America, Europe and the rest of the world to move toward an integrated approach to customer management. Amdocs Limited is registered at the Companies Registry in Guernsey and has been assigned company number 19528, with its registered office situated at Suite 5, Tower Hill House, Le Bordinge, St Peter Port, Guernsey, GY1 3QT.

Additional information about Amdocs’ business can be found in its periodic filings with the SEC, including its most recent annual report on Form 20-F, which was filed with the SEC on December 8, 2008 and its report on Form 6-K containing its results for the quarterly period ended December 31, 2008, which was filed with the SEC on February 10, 2009. Please see “AVAILABLE INFORMATION” and “INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE” for more information.

### Market Price Information

Currently, the Notes are convertible into 23.1911 of our ordinary shares for each \$1,000 principal amount of the Notes. This is equivalent to a conversion price of approximately \$43.12 per share. Our ordinary shares have been quoted on the New York Stock Exchange under the symbol "DOX" since June 19, 1998.

The table below sets forth the range of intraday high and low sales prices of the ordinary shares as reported on the New York Stock Exchange beginning with the year ended December 31, 2007.

	<u>High</u>	<u>Low</u>
2007		
Quarter ended December 31, 2006	\$40.74	\$35.22
Quarter ended March 31, 2007	39.48	32.50
Quarter ended June 30, 2007	40.26	34.39
Quarter ended, September 30, 2007	40.36	32.75
2008		
Quarter ended December 31, 2007	\$34.72	\$33.73
Quarter ended March 31, 2008	31.77	30.69
Quarter ended June 30, 2008	31.28	30.50
Quarter ended, September 30, 2008	29.59	28.72
2009		
Quarter ended December 31, 2008	\$27.71	\$15.62
Quarter ending March 31, 2009 (through February 11, 2009)	21.66	16.73

On February 11, 2009, the last reported sale price for our ordinary shares was \$18.59 per share.

### MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES

The following discussion summarizes the material U.S. federal income tax considerations relating to this Offer. This summary does not address all aspects of U.S. federal income taxation that may be relevant to a holder in light of the holder's personal circumstances. This discussion is based on provisions of the Internal Revenue Code of 1986, as amended (the "Code"), applicable Treasury Regulations promulgated or proposed thereunder ("Treasury Regulations"), judicial authority and current administrative rulings and practice, all as in effect as of the date hereof and all of which are subject to change without notice, possibly on a retroactive basis, or to differing interpretation. This summary addresses the tax consequences to persons described below under "U.S. Holders" who hold Notes as "capital assets" (within the meaning of Section 1221 of the Code) and does not address tax considerations for non-U.S. holders or those tax considerations applicable to investors that may be subject to special tax rules, such as banks and other financial institutions; regulated investment companies; tax-exempt organizations; expatriates; insurance companies; traders or dealers in securities or currencies; custodians, nominees or similar financial intermediaries holding Notes for others; persons that hold Notes as a position in a hedging transaction or other risk reduction transaction for tax purposes; persons who own an interest in a partnership or other pass through entity that holds Notes; or persons that have a "functional currency" other than the U.S. dollar. Amdocs has not sought any ruling from the Internal Revenue Service (the "IRS") with respect to the statements made and the conclusions reached in the following summary, and there can be no assurance that the IRS will agree with such statements and conclusions. In addition, this summary does not address any tax considerations that may arise under state, local or non-U.S. tax laws or U.S. federal tax consequences other than income tax.

**Holders of Notes should consult their own tax advisors with respect to the application of the U.S. federal income tax laws to their particular situation as well as any tax consequences arising under the U.S. federal tax laws other than income tax or the laws of any state, local or foreign taxing jurisdiction or under any applicable tax treaty.**

## **U.S. Holders**

The discussion herein relates solely to a beneficial owner of Notes who, for U.S. federal income tax purposes, is (1) a citizen or resident of the United States, (2) a corporation (or any other entity taxable as a corporation) created or organized in or under the laws of the United States or any state thereof or the District of Columbia, (3) an estate, the income of which is includible in gross income for U.S. federal income tax purposes regardless of its source, or (4) a trust (a) the administration of which is subject to the primary supervision of a U.S. court and with respect to which one or more U.S. persons have the authority to control all substantial decisions; or (b) if it has a valid election under applicable Treasury Regulations to be treated as a U.S. person. If a partnership (including any entity treated as a partnership or other pass-through entity for U.S. federal income tax purposes) holds a Note, the U.S. federal income tax treatment of a partner in the partnership generally will depend on the status of the partner and the activities of such partnership. Partners and partnerships should consult their tax advisors as to the particular U.S. federal income tax consequences applicable to them.

Subject to certain exceptions, an individual may be deemed to be a U.S. resident (as opposed to a non-resident alien) by virtue of being present in the United States on at least 31 days in the current calendar year and for an aggregate of at least 183 days during a three-year period ending in the current calendar year (counting for such purposes all of the days present in the current year, one-third of the days present in the immediately preceding year, and one-sixth of the days present in the second preceding year). Resident aliens are subject to U.S. federal income tax as if they were U.S. citizens.

## **Purchase of Notes under the Offer**

Upon disposition of a Note pursuant to this Offer, a holder generally will recognize a gain or loss equal to the difference between (1) the amount of cash received for the Note and (2) the holder's adjusted tax basis in the Note. For these purposes, the amount of cash received for the Note does not include any amount attributable to accrued but unpaid interest, which will be taxable as such unless previously included in gross income. A holder's adjusted tax basis in a Note generally will equal the cost of the Note to the holder, increased by any market discount previously included in income pursuant to an election (as described in "Market Discount" below), and decreased by any amortizable bond premium which the holder previously elected to deduct from gross income on an annual basis (as described in "Amortizable Bond Premium" below). Except as described below under "Market Discount," such gain or loss generally will be a capital gain or loss. Such capital gain or loss will be long-term if the holder's holding period is more than 12 months and will be short-term if the holding period is equal to or less than 12 months. For individual taxpayers, the deductibility of capital losses is subject to limitations.

## **Market Discount**

Holders should be aware that a Note that was purchased by a holder after its original issue may be affected by the "market discount" rules of the Code. For this purpose, the market discount on a Note generally will equal the amount, if any, by which the stated redemption price at maturity of the Note immediately after its acquisition exceeded its acquisition price. Subject to a *de minimis* exception, these provisions generally require a holder who acquires a Note at a market discount to treat as ordinary income any gain recognized on any disposition of that Note, including a sale to Amdocs under this Offer, to the extent of the accrued market discount on that Note at the time of disposition. In general, market discount is treated as accruing on a straight-line basis over the remaining term of the Note as of the time of acquisition, or, at the election of the holder, under a constant yield method.

A holder of a Note acquired at market discount also may have elected to include the market discount in income as it accrued. If a holder so elected, the rules discussed above with respect to ordinary income recognition resulting from the disposition of a Note would not apply, and the holder's tax basis in the Note would be increased by the amount of the market discount included in income at the time it accrued.

## **Amortizable Bond Premium**

A holder that acquired a Note at a premium over its stated principal amount plus accrued interest, disregarding any premium attributable to the Note's conversion feature, generally could have elected to treat such premium as "Section 171 premium." If such an election had been made, (1) the amount required to be included in the holder's



income each year with respect to interest on the Note would have been reduced by the amount of Section 171 premium allocable to such year and (2) each year the holder's tax basis in the Note would have been reduced by the Section 171 premium allocable to such year. If the amortizable bond premium allocable to a year exceeded the amount of interest allocable to that year, the excess would have been allowed as a deduction for that year but only to the extent of the holder's prior interest inclusions with respect to the Note. If such an election were applicable with respect to a Note, the holder's tax basis in the Note would be less than it otherwise would have been so that more gain (or less loss) would be realized by the holder upon a disposition of the Note, including a sale to Amdocs under this Offer.

### **Information Reporting and Backup Withholding**

A holder, other than a corporation or other exempt recipient, will be subject to information reporting on the cash received pursuant to the Offer. In addition, under the backup withholding rules of the Code, the Paying Agent generally is required to withhold 28% of all payments to which a holder is entitled, unless the holder (1) is a corporation or comes within other exempt categories and demonstrates this fact or (2) provides its correct tax identification number, certifies under penalties of perjury that the number is correct, certifies as to no loss of exemption from backup withholding and otherwise complies with the applicable requirements of the backup withholding rules. Backup withholding is not an additional tax. Generally, any amounts withheld under the backup withholding rules described above can be refunded or credited against the holder's U.S. federal income tax liability, if any, provided that such holder furnishes the required information to the Internal Revenue Service in a timely manner. Holders should consult their own tax advisors as to the qualifications for exemption from backup withholding and the procedures for obtaining such exemption.

### **PAYING AGENT; FEES AND EXPENSES**

Amdocs has retained The Bank of New York Mellon as the Paying Agent in connection with this Offer. Amdocs has agreed to pay the Paying Agent \$10,000 for its services as Paying Agent in this Offer. The Paying Agent will also be reimbursed by Amdocs for its reasonable expenses and indemnified by Amdocs against certain liabilities and expenses in connection with this Offer, including certain liabilities under U.S. federal securities laws.

Directors, officers and regular employees of either Amdocs and its affiliates (who will not be specifically compensated for such services) and the Paying Agent may contact holders of Notes by mail, telephone, telex, telecopy, telegraph and personal interview regarding this Offer and may request brokers, dealers, commercial banks, trust companies and other nominees to forward this Offer to Purchase and related materials to beneficial owners of Notes.

Tendering holders of Notes who tender their Notes directly to the Paying Agent will not be obligated to pay brokers' fees or commissions or, except as set forth in the Letter of Transmittal, transfer taxes on the purchase of Notes by Amdocs pursuant to this Offer. Amdocs will pay all fees and expenses of the Paying Agent in connection with this Offer.

Brokers, dealers, commercial banks and trust companies will be reimbursed by Amdocs for customary mailing and handling expenses incurred by them in forwarding material to their customers. Amdocs will not pay any fees or commissions to any broker, dealer or other person (other than the Paying Agent) in connection with the solicitation of tenders of Notes pursuant to this Offer.

### **MISCELLANEOUS**

Pursuant to Rule 13e-4 under the Exchange Act, Amdocs has filed with the SEC a Tender Offer Statement on Schedule TO (the "Schedule TO"), which contains additional information with respect to this Offer. The Schedule TO, including the exhibits and any amendments thereto, may be examined, and copies may be obtained, at the same places and in the same manner as set forth under "AVAILABLE INFORMATION" and "INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE."

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This Offer is being made solely by this Offer to Purchase and the related Letter of Transmittal and is being made to all holders of Notes. This Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of Notes in any jurisdiction in which the making of this Offer or the acceptance thereof would violate the laws of such jurisdiction. Amdocs is not aware of any jurisdiction where the making of this Offer is not in compliance with the laws of such jurisdiction. If Amdocs becomes aware of any jurisdiction where the making of this Offer would not be in compliance with such laws, Amdocs will make a good faith effort to comply with any such laws or seek to have such laws declared inapplicable to this Offer. If, after such good faith effort, Amdocs cannot comply with any such applicable laws, this Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of Notes residing in such jurisdiction.

No person has been authorized to make any recommendation on behalf of Amdocs as to whether any holder should tender or refrain from tendering Notes in this Offer or to give any information or to make any representations other than those contained in this Offer to Purchase and, if made or given, such recommendation, information or representations must not be relied upon as having been authorized. The delivery of this Offer to Purchase shall not, under any circumstances, create any implication that the information contained herein is current as of any time subsequent to the date of such information.

AMDOCS LIMITED

February 13, 2009

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The Letter of Transmittal, properly completed and duly executed, together with certificates evidencing Notes and any other required documents should be sent or delivered by holders of Notes or their broker, dealer, commercial bank, trust company or other nominee to the Paying Agent at one of its addresses set forth below or the procedures for book-entry transfer of Notes should be complied with. Any questions or requests for assistance or for additional copies of this Offer to Purchase, the Letter of Transmittal or related documents may be directed to the Paying Agent at one of its addresses or telephone numbers set forth below. Any beneficial owner owning interests in Notes should contact such beneficial owner's broker, dealer, commercial bank, trust company or other nominee for assistance concerning this Offer.

***The Paying Agent for this Offer is:***

THE BANK OF NEW YORK MELLON

***By Registered or Certified Mail, Overnight  
Courier  
or Hand Delivery:***

Corporate Trust Reorganization  
101 Barclay Street, 7E  
New York, New York 10286  
Attention: Carolle Montreuil

***By Facsimile:***

(212) 298-1915  
Attention: Carolle Montreuil

***For Information call:***

Carolle Montreuil  
(212) 815-5290

***Confirm by telephone:***

(212) 815-5290

**LETTER OF TRANSMITTAL  
TO TENDER  
0.50% CONVERTIBLE SENIOR NOTES DUE 2024  
OF  
AMDOCS LIMITED  
PURSUANT TO THE  
NOTICE OF PUT RIGHT AND OFFER TO PURCHASE  
DATED FEBRUARY 13, 2009  
CUSIP NUMBERS: 02342TAC3, 02342TAD1(†)**

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 9:00 A.M., EASTERN TIME, ON MARCH 16, 2009, AND MAY NOT BE EXTENDED, EXCEPT AS REQUIRED BY APPLICABLE LAW.**

*The Paying Agent for this Offer is:*  
**THE BANK OF NEW YORK MELLON**

*By Registered or Certified Mail, Overnight  
Courier or Hand Delivery:*

Corporate Trust Reorganization  
101 Barclay Street, 7E  
New York, New York 10286  
Attention: Carolle Montreuil

*By Facsimile:*

(212) 298-1915  
Attention: Carolle Montreuil

*For Information call:*

Carolle Montreuil  
(212) 815-5290

*Confirm by telephone:*  
(212) 815-5290

**Delivery of this Letter of Transmittal to an address other than as set forth above, or transmissions of instructions via a facsimile number other than as set forth above, will not constitute a valid delivery. You must sign this Letter of Transmittal in the appropriate space provided therefor and complete the substitute Form W-9 set forth herein.**

<b>DESCRIPTION OF NOTES TENDERED</b>			
Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank, exactly as name(s) appear(s) on Note(s))	Notes Tendered (Attach additional signed list, if necessary). See Instruction 3.		
	Security Number(s)*	Total Principal Amount of Notes*	Principal Amount of Notes Tendered**
		\$	\$
		\$	\$
		\$	\$
	Total		\$

\* Need not be completed by book-entry holders.  
\*\* Unless otherwise indicated, the entire aggregate principal amount represented by the Notes described above will be deemed to have been tendered. See Instruction 2.

**THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ  
CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.**

† The CUSIP numbers referenced above have been assigned by Standard & Poor's Corporation and are included solely for the convenience of holders of the notes. Amdocs, the Paying Agent and the Trustee shall not be responsible for the selection or use of these CUSIP numbers, and no representation is made as to their correctness on the notes or as indicated in any notice of put right, offer to purchase or letter of transmittal.

This Letter of Transmittal is to be completed by holders of 0.50% Convertible Senior Notes due 2024 (the “Notes”) of Amdocs Limited, a company organized under the laws of the Island of Guernsey (“Amdocs”), to tender Notes as described in the Notice of Put Right and Offer to Purchase dated February 13, 2009 (as the same may be amended or supplemented from time to time, the “Offer to Purchase”). This Letter of Transmittal serves as the “Repurchase Notice” as specified and required in Section 3.06 of the Indenture (as defined in the Offer to Purchase).

This Letter of Transmittal is to be completed either if certificates evidencing Notes are to be forwarded herewith or, unless an Agent’s Message (as defined in the Offer to Purchase) is utilized, if delivery of Notes is to be made by book-entry transfer into the account of The Bank of New York Mellon (the “Paying Agent”) at The Depository Trust Company (“DTC”) pursuant to the procedures for book-entry transfer described in the Offer to Purchase. Holders who tender their Notes by book-entry transfer are referred to herein as “book-entry holders.”

- o **CHECK HERE IF TENDERED NOTES ARE ENCLOSED HEREWITH.**
- o **CHECK HERE IF TENDERED NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO AN ACCOUNT MAINTAINED BY THE PAYING AGENT WITH DTC AND COMPLETE THE FOLLOWING (ONLY PARTICIPANTS IN DTC MAY DELIVER SHARES BY BOOK-ENTRY TRANSFER):**

Name of Tendering Institution:

DTC Account Number:

DTC Transaction Code Number:

**NOTE: SIGNATURES MUST BE PROVIDED ON PAGES 8 AND 9.  
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.**

Ladies and Gentlemen:

By execution hereof, the undersigned hereby acknowledges receipt of the Offer to Purchase and this Letter of Transmittal and Instructions hereto (as the same may be amended or supplemented from time to time, this "Letter of Transmittal"), relating to Amdocs's offer to purchase any and all of its outstanding Notes, upon the terms and subject to the conditions set forth in the Offer to Purchase. The Offer to Purchase and the Letter of Transmittal collectively constitute the "Offer."

Upon the terms and subject to the conditions of the Offer as set forth in the Offer to Purchase and this Letter of Transmittal, the undersigned hereby tenders to Amdocs the principal amount of Notes indicated above.

Subject to, and effective upon, the acceptance for purchase of and payment of the Repurchase Price (as defined in the Offer to Purchase) for Notes tendered hereby, the undersigned hereby (1) irrevocably sells, assigns and transfers to, or upon the order of, Amdocs, all right, title and interest in and to all Notes tendered hereby and (2) irrevocably constitutes and appoints the Paying Agent as the true and lawful agent and attorney-in-fact of the undersigned with respect to such Notes, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) deliver such Notes, or transfer ownership of such Notes, together with all accompanying evidences of transfer and authenticity, to or upon the order of Amdocs, upon receipt by the Paying Agent, as the undersigned's agent, of the Repurchase Price, (b) present such Notes for transfer on the relevant security register and (c) receive all benefits and otherwise exercise all rights of beneficial ownership of such Notes, all in accordance with the terms of the Offer as described in the Offer.

The undersigned hereby represents and warrants that (1) the undersigned has full power and authority to tender, sell, assign and transfer the Notes tendered hereby and (2) when such Notes are accepted for payment by Amdocs, Amdocs will acquire good, marketable and unencumbered title to the Notes, free and clear of all liens, restrictions, charges and encumbrances, and the same will not be subject to any adverse claim or right. The undersigned, upon request, shall execute and deliver any additional documents deemed by the Paying Agent or Amdocs to be necessary or desirable to complete the sale, assignment and transfer of the Notes tendered hereby.

No authority herein conferred or agreed to be conferred shall be affected by, and all authority herein conferred or agreed to be conferred shall survive, the death or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the undersigned's heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives.

Notes tendered pursuant to the Offer may be withdrawn at any time prior to 9:00 a.m., Eastern time, on March 16, 2009 (such time and date, or the latest extension thereof, if extended as required by applicable law, the "Expiration Date"), and, unless theretofore accepted for payment by Amdocs pursuant to the Offer, may also be withdrawn at any time after April 11, 2009. See Instruction 4.

The undersigned understands that tenders of Notes pursuant to any of the procedures described in the Offer to Purchase and in the Instructions hereto will constitute the undersigned's acceptance of the terms and conditions of the Offer. Amdocs' acceptance of such Notes for payment will constitute a binding agreement between the undersigned and Amdocs upon the terms and subject to the conditions set forth in the Offer.

Unless otherwise indicated herein under "Special Payment Instructions," the Paying Agent will issue the check for the Repurchase Price with respect to Notes accepted for payment and issue or return any certificate(s) for Notes not tendered or not purchased in the name(s) of the registered holder(s) appearing under "Description of Notes Tendered." Similarly, unless otherwise indicated herein under "Special Delivery Instructions," the Paying Agent will mail the check for the Repurchase Price with respect to Notes accepted for payment and return any certificate(s) for Notes not tendered or not purchased (and accompanying documents, as appropriate) to the address of the registered holder(s) appearing under "Description of Notes Tendered." In the event that both the "Special Delivery Instructions" and the "Special Payment Instructions" boxes are completed, the Paying Agent will issue the check for the Repurchase Price with respect to Notes accepted for payment and return any certificate(s) for Notes not tendered or not purchased in the name(s) of, and deliver such check and return such certificate(s) to, the person(s) so indicated. Any Notes tendered herewith by book-entry transfer that are not purchased will be returned by crediting the DTC account designated above. The undersigned recognizes that Amdocs has no obligation pursuant to the "Special Payment Instructions" to transfer any Notes from the name(s) of the registered holder(s) thereof if Amdocs does not accept for payment any of the Notes tendered hereby.

**SPECIAL PAYMENT INSTRUCTIONS**

**(See Instructions 1, 5, 6, 7 and 8)**

To be completed ONLY if certificate(s) representing Notes not tendered or not purchased or the check for the Repurchase Price are to be issued in the name of someone other than the undersigned.

Issue:  check  certificates to:

Name:

(Please Print)

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Include Zip Code)

(Tax Identification or Social Security No.)  
(See Substitute Form W-9 on the reverse side)

**SPECIAL DELIVERY INSTRUCTIONS**

**(See Instructions 1, 5, 6, 7 and 8)**

To be completed ONLY if certificate(s) representing Notes not tendered or not purchased or the check for the Repurchase Price are to be sent to someone other than the undersigned or to the undersigned at an address other than that shown above.

Mail:  check  certificates to:

Name:

(Please Print)

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Include Zip Code)

(Tax Identification or Social Security No.)  
(See Substitute Form W-9 on the reverse side)

**INSTRUCTIONS**  
**Forming Part of the Terms and Conditions of the Offer**

**1. Guarantee of Signatures.** No signature guarantee is required on this Letter of Transmittal if: (1) this Letter of Transmittal is signed by the registered holder(s) of Notes (which term, for purposes of this document, shall include any DTC participant whose name appears on a security position listing as the owner of Note(s)) tendered herewith, unless such holder(s) has (have) completed either the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions," or (2) such Notes are tendered for the account of a firm which is a commercial bank, broker, dealer, credit union, savings association or other entity which is a member in good standing of the Securities Transfer Agents Medallion Program, the Stock Exchanges Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program (each of the foregoing, an "Eligible Institution"). In all other cases, all signatures on this Letter of Transmittal must be guaranteed by an Eligible Institution. See Instruction 5.

**2. Delivery of Letter of Transmittal and Notes; Partial Tenders (Not Applicable to Book-Entry Holders).** This Letter of Transmittal is to be completed by holders if Notes are to be forwarded herewith, or, unless an Agent's Message is utilized, if delivery of Notes is to be made by book-entry transfer pursuant to the procedures set forth in the Offer to Purchase. In order for Notes to be validly tendered pursuant to the Offer, this Letter of Transmittal (or a facsimile hereof), properly completed and duly executed, together with any required signature guarantees, or an Agent's Message in connection with a book-entry delivery of Notes, and any other documents required by this Letter of Transmittal, must be received by the Paying Agent at one of its addresses set forth on the front cover hereof prior to the Expiration Date and either (1) certificates evidencing tendered Notes must be received by the Paying Agent at such address prior to the Expiration Date or (2) such Notes must be tendered by book-entry transfer and a timely confirmation of such book-entry transfer must be received by the Paying Agent, in each case prior to the Expiration Date.

**The method of delivery of this Letter of Transmittal, Notes and all other required documents, including delivery through DTC, is at the sole option and risk of the tendering holder and the delivery will be deemed made only when actually received by the Paying Agent. In all cases, sufficient time should be allowed to ensure timely delivery.**

**Holders of Notes should be aware that no guaranteed delivery process is available to tender Notes.**

No alternative, conditional, irregular or contingent tenders will be accepted. All tendering holders, by execution of this Letter of Transmittal (or a facsimile hereof), waive any right to receive any notice of the acceptance of its Notes for payment.

If a holder wishes to tender less than the entire principal amount evidenced by any Note submitted, such holder must fill in the principal amount that is to be tendered in the column entitled "Principal Amount of Notes Tendered," but only in an amount of \$1,000 or any greater integral multiple of \$1,000. In the case of a partial tender of Notes, as soon as practicable after the Expiration Date, new certificates for the remainder of the Notes that were evidenced by such holder's old certificates will be sent to such holder, unless otherwise provided in the appropriate box on this Letter of Transmittal. The entire amount that is represented by Notes delivered to the Paying Agent will be deemed to have been tendered, unless otherwise indicated.

If Notes are forwarded to the Paying Agent in multiple deliveries, a properly completed and duly executed Letter of Transmittal must accompany each such delivery.

**3. Inadequate Space.** If the space provided herein is inadequate, the security numbers, the principal amount of Notes and any other required information should be listed on a separate signed schedule attached hereto and referenced in the box entitled "Description of Notes Tendered."

**4. Withdrawal of Tenders.** Tenders of Notes may be withdrawn at any time prior to 9:00 a.m., Eastern time, on the Expiration Date and, unless already accepted for payment pursuant to the Offer, may also be withdrawn at any time after April 11, 2009.

For a withdrawal of a tender of Notes to be effective, a telegram, facsimile transmission or letter must be received by the Paying Agent on or prior to the Expiration Date at one of its addresses set forth on the front cover hereof. Any such notice of withdrawal must (1) specify the name of the holder who tendered the Notes to be withdrawn, (2) contain a description of the Notes to be withdrawn and identify the certificate number or numbers shown on the particular Notes (unless such Notes were tendered by book-entry transfer) and the aggregate principal amount represented by such Notes, (3) include a statement that such holder is withdrawing his election to have such principal amount of such Notes purchased and (4) specify the principal amount, if any, of such Notes (which shall be \$1,000 or any greater integral multiple of \$1,000 thereof) that remains subject to



the Offer and that has been or will be delivered for purchase by Amdocs. If the Notes to be withdrawn have been delivered or otherwise identified to the Paying Agent, a signed notice of withdrawal is effective immediately upon receipt by the Paying Agent even if physical release is not yet effected. Any Notes properly withdrawn will be deemed to be not validly tendered for purposes of the Offer.

**5. Signatures on Letter of Transmittal, Bond Powers and Endorsements.** If this Letter of Transmittal is signed by the registered holder(s) of the Notes tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the Notes without alteration, enlargement or any change whatsoever.

If any of the Notes tendered hereby are owned of record by two or more persons, all such persons must sign this Letter of Transmittal.

If any of the tendered Notes are registered in the names of different holders, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of Notes.

If this Letter of Transmittal or any Note or bond power is signed by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, such person must so indicate when signing, and proper evidence satisfactory to Amdocs of such person's capacity and authority so to act must be submitted.

If this Letter of Transmittal is signed by the registered holder(s) of Notes listed and tendered hereby, no endorsements of Notes or separate bond powers are required, unless payment is to be made to, or Notes not tendered or not purchased are to be issued in the name of, a person other than the registered holder(s), in which case, the Notes tendered hereby must be endorsed or accompanied by appropriate bond powers signed exactly as the name(s) of the registered holder(s) appear(s) on such Notes. Signatures on such Notes or bond powers must be guaranteed by an Eligible Institution.

**6. Transfer Taxes.** Except as set forth in this Instruction 6, Amdocs will pay all transfer taxes, if any, applicable to its purchase of Notes pursuant to the Offer. If, however, Notes for principal amounts not purchased are to be delivered to, or are to be registered or issued in the name of, any person other than the registered holder of the Notes, or if tendered Notes are registered in the name of any person other than the person signing the Letter of Transmittal, or if a transfer tax is imposed for any reason other than the purchase of Notes by Amdocs pursuant to the Offer, then the amount of any such transfer tax (whether imposed on the registered holder or any other person) will be payable by the person tendering such Note. If satisfactory evidence of payment of such tax or exemption therefrom is not submitted, then the amount of such transfer tax will be deducted from the Repurchase Price otherwise payable to such tendering person.

**7. Special Payment and Delivery Instructions.** If a check for the Repurchase Price with respect to Notes accepted for payment is to be issued in the name of, or certificate(s) evidencing Notes not tendered or not purchased are to be issued or returned to, a person other than the signer of this Letter of Transmittal or if a check or such Notes are to be returned to a person other than the signer of this Letter of Transmittal or to an address of the signer other than that shown in this Letter of Transmittal, the appropriate boxes on this Letter of Transmittal must be completed.

**8. Tax Identification Number.** Federal income tax law generally requires that a holder whose tendered Notes are purchased pursuant to the Offer to provide the Paying Agent with such holder's correct Taxpayer Identification Number ("TIN") on the Substitute Form W-9 below or otherwise establish a basis for exemption from backup withholding. If such holder is an individual, the TIN is his or her social security number. If the Paying Agent is not provided with the TIN or an adequate basis for an exemption, such tendering holder may be subject to a penalty of at least \$50 imposed by the Internal Revenue Service. In addition, the holder may be subject to backup withholding on all reportable payments made pursuant to the Offer. The backup withholding rate is currently 28%.

Certain holders are not subject to these backup withholding and reporting requirements. See the enclosed Guidelines of Certification of Taxpayer Identification Number on Substitute Form W-9 (the "W-9 Guidelines") for additional instructions.

To prevent backup withholding, each tendering holder of Notes must provide its correct TIN by completing the "Substitute Form W-9" set forth below, certifying that the holder is a U.S. citizen or other U.S. person, that the TIN provided is correct (or that such holder is awaiting a TIN) and that (1) the holder is exempt from backup withholding, (2) the holder has not been notified by the Internal Revenue Service that such holder is subject to backup withholding as a result of a failure to report all interest or dividends or (3) the Internal Revenue Service has notified the holder that such holder is no longer subject to backup withholding. If the tendering holder of Notes is a nonresident alien or foreign entity not subject to backup withholding, such holder must give the Paying Agent the appropriate Form W-8. These forms may be obtained from the Paying Agent. If the Notes

are in more than one name or are not in the name of the actual owner, such holder should consult the W-9 Guidelines for information on which TIN to report. If such holder does not have a TIN, such holder should consult the W-9 Guidelines for instructions on applying for a TIN, check the box in Part 2 of the Substitute Form W-9, write "applied for" in lieu of its TIN and complete the Certificate of Awaiting Taxpayer Identification Number. Note: checking this box or writing "applied for" on the form means that such holder has already applied for a TIN or that such holder intends to apply for one in the near future. If a holder checks the box in Part 2 of the Substitute Form W-9 or writes "applied for" on that form, backup withholding at the applicable rate will nevertheless apply to all reportable payments made to such holder until a TIN is provided.

Backup withholding is not an additional federal income tax. Rather, the federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in overpayment of taxes, a refund may be obtained from the Internal Revenue Service provided that the required information is timely filed with the Internal Revenue Service.

**9. Conflicts.** In the event of any conflicts between the terms of the Offer to Purchase and the terms of this Letter of Transmittal, the terms of the Offer to Purchase will control.

**10. Waiver of Conditions.** Amdocs reserves the absolute right, subject to the Indenture, dated as of March 5, 2004 between Amdocs and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, and applicable law, to amend in any respect or waive any of the specified conditions in the Offer.

**11. Mutilated, Lost, Stolen or Destroyed Notes.** If a holder desires to tender Notes pursuant to the Offer, but any such Note has been mutilated, lost, stolen or destroyed, such holder should write to or telephone the Trustee concerning the procedures for obtaining a replacement Note. Inquiries should be directed to the Trustee at: The Bank of New York Mellon, 101 Barclay Street, 7E, New York, New York 10286, Attention: Carolle Montreuil, telephone (212) 815-5290.

**12. Questions and Requests for Assistance or Additional Copies.** Questions and requests for assistance may be directed to the Paying Agent at its address or telephone numbers set forth on the front cover hereof. Additional copies of the Offer to Purchase, this Letter of Transmittal and all other tender offer materials may be obtained from the Paying Agent or from brokers, dealers, commercial banks or trust companies at Amdocs' expense.

**Important: This Letter of Transmittal (or a facsimile hereof), properly completed and duly executed, or, if appropriate, an Agent's Message, together with Notes or confirmation of book-entry transfer and all other required documents, must be received by the Paying Agent not later than the Expiration Date.**

<b>PAYER'S NAME: THE BANK OF NEW YORK MELLON</b>		
<p style="text-align: center;"><b>SUBSTITUTE</b></p> <p style="text-align: center;"><b>FORM W-9</b></p> <p style="font-size: small; text-align: center;">(To be completed by all holders of Notes) (See Instruction 8 and attached Guidelines to Form W-9)</p>	<p><b>Part I</b> — Please provide the Taxpayer Identification Number (TIN) of the person submitting this Letter of Transmittal in the box at right and certify by signing and dating below. See the Instructions in the enclosed Guidelines.</p>	<p style="text-align: center; font-size: small;">Social Security Number OR Employee Identification Number</p> <hr style="width: 80%; margin: auto;"/>
	<p><b>Part II</b> — TIN Applied For. Check box at right if you are awaiting a Taxpayer Identification Number. <input type="checkbox"/></p> <p><b>Certification</b> — Under penalties of perjury, the undersigned hereby certifies the following:</p> <p>(1) The Taxpayer Identification Number shown in Part I above is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me);</p> <p>(2) I am not subject to backup withholding because (a) I am exempt from backup withholding; (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the Internal Revenue Service has notified me that I am no longer subject to backup withholding; and</p> <p>(3) I am a U.S. citizen or other U.S. person (as defined in the instructions).</p>	<p><b>Part III</b> — Exempt Payee. Check box at right if you are an exempt payee. <input type="checkbox"/></p>
	<p><b>Note:</b> You must cross out item (2) above if you have been notified by the Internal Revenue Service that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return and you have not been notified by the IRS that you are no longer subject to backup withholding.</p> <p>Signature of U.S. person: _____ Date: _____</p> <p>Name: _____</p> <p>Address: _____</p> <p style="text-align: right; font-size: small;">(Include Zip Code)</p>	

**NOTE:** FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING (CURRENTLY AT A 28% RATE) OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. IN ADDITION, FAILURE TO PROVIDE SUCH INFORMATION MAY RESULT IN A \$50 PENALTY IMPOSED BY THE INTERNAL REVENUE SERVICE. PLEASE REVIEW THE ENCLOSED GUIDELINES TO FORM W-9 FOR ADDITIONAL DETAILS.

**PLEASE COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECKED THE BOX  
IN PART II ON SUBSTITUTE FORM W-9**

<b>CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER</b>
<p>I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (1) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office, or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number by the time of payment, a percentage (currently 28%) of all reportable payments made to me will be withheld until I provide a number and such retained amounts will be remitted to the Internal Revenue Service as backup withholding.</p> <p>Signature _____ Date _____</p>

**IMPORTANT**  
**SIGN HERE AND COMPLETE SUBSTITUTE FORM W-9 ON PAGE 8**

X

X

Signature(s) of Holder(s)

Dated: , 2009

(Must be signed by the registered holder(s) exactly as name(s) appear(s) on Notes or on a security position listing or by person(s) authorized to become registered holder(s) by endorsements and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other acting in a fiduciary or representative capacity, please provide the following information. See Instruction 5.)

Name(s):

(Please Print)

Capacity (Full Title): \_\_\_\_\_

Address:

(Include Zip Code)

Area Code and Telephone Number: \_\_\_\_\_

Tax Identification or Social Security No.: \_\_\_\_\_

**GUARANTEE OF SIGNATURE(S)**  
**(SEE INSTRUCTIONS 1 AND 5)**

Authorized Signature: \_\_\_\_\_

Name:

(Please Print)

Title: \_\_\_\_\_

Name of Firm:

(Please Print)

Address:

(Include Zip Code)

Area Code and Telephone Number: \_\_\_\_\_

Dated: , 2009

**OFFER TO PURCHASE FOR CASH  
ANY AND ALL OF THE OUTSTANDING  
0.50% CONVERTIBLE SENIOR NOTES DUE 2024  
OF  
AMDOCS LIMITED  
PURSUANT TO THE  
NOTICE OF PUT RIGHT AND OFFER TO PURCHASE  
DATED FEBRUARY 13, 2009**

**CUSIP Numbers: 02342TAC3, 02342TAD1(†)**

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 9:00 A.M., EASTERN TIME, ON MARCH 16, 2009, AND  
MAY NOT BE EXTENDED, EXCEPT AS REQUIRED BY APPLICABLE LAW.**

February 13, 2009

To our clients:

Enclosed for your consideration is a Notice of Put Right and Offer to Purchase dated February 13, 2009 (the "Offer to Purchase") and the related Letter of Transmittal (which, along with the Offer to Purchase and together with any amendments or supplements to such documents, collectively constitute the "Offer") in connection with the Offer by Amdocs Limited, a company organized under the laws of the Island of Guernsey ("Amdocs"), to purchase for cash any and all of its outstanding 0.50% Convertible Senior Notes due 2024 (the "Notes") at the Repurchase Price described below, upon the terms and subject to the conditions set forth in the Offer to Purchase. The Repurchase Price equals 100% of the principal amount of the Notes, plus accrued and unpaid interest to but excluding March 16, 2009. If the expiration date of the Offer is March 16, 2009, the Repurchase Price will equal \$1,000.2083 per \$1,000 principal amount of Notes tendered. See the Offer to Purchase for definitions of capitalized terms used but not defined herein.

The material relating to the Offer is being forwarded to you as the beneficial owner of Notes carried by us for your account but not registered in your name. A tender of the Notes held by us for your account can be made only by the holder of record and pursuant to your instructions. The Letter of Transmittal is furnished to you for your information only and cannot be used by you to tender Notes held by us for your account.

Accordingly, we request instructions as to whether you wish to have us tender on your behalf any or all of the Notes held by us for your account, pursuant to the terms and subject to the conditions set forth in the Offer. We urge you to read carefully the Offer to Purchase, the Letter of Transmittal and the other materials provided with this letter before instructing us to tender your Notes.

Your attention is directed to the following:

1. The Repurchase Price equals 100% of the principal amount of the Notes, plus accrued and unpaid interest to but excluding March 16, 2009. If the expiration date of the Offer is March 16, 2009, the repurchase price will equal \$1,000.2083 per \$1,000 principal amount of Notes tendered.

2. The Offer and withdrawal rights will expire at 9:00 a.m., Eastern time, on March 16, 2009, and may not be extended, except as required by applicable law.

3. The Offer is being made pursuant to the terms of the Notes and the subject to the Indenture, dated as of March 5, 2004 between Amdocs and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, which provide that each holder of Notes will have the right, at such holder's option, to require Amdocs to purchase at the Repurchase Price all or a portion (which amount must be \$1,000 or any greater integral multiple of \$1,000 thereof) of such holder's Notes on March 16, 2009. The purpose of the Offer is to fulfill Amdocs' obligations under the Indenture.

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† The CUSIP numbers referenced above have been assigned by Standard & Poor's Corporation and are included solely for the convenience of holders of the Notes. Amdocs, the Paying Agent and the Trustee shall not be responsible for the

selection or use of these CUSIP numbers, and no representation is made as to their correctness on the Notes or as indicated in any notice of put right, offer to purchase or letter of transmittal.

4. The Offer is made for any and all of the outstanding Notes.

5. Tendering holders will not be obligated to pay brokerage fees or commissions or, except as set forth in Instruction 6 of the Letter of Transmittal, transfer taxes on the purchase of Notes by Amdocs pursuant to the Offer.

The Offer is being made solely by the Offer to Purchase and the related Letter of Transmittal and is being made to all holders of Notes. The Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Notes in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the laws of such jurisdiction.

If you wish to have us tender any or all of the Notes held by us for your account, please instruct us by completing, executing and returning to us the instruction form contained in this letter. If you authorize a tender of your Notes, all such Notes will be tendered unless otherwise specified in such instruction form. **Your instructions should be forwarded to us in ample time to permit us to submit a tender on your behalf prior to the expiration of the Offer.**

**INSTRUCTIONS WITH RESPECT TO THE  
OFFER TO PURCHASE FOR CASH  
ANY AND ALL OF THE OUTSTANDING  
0.50% CONVERTIBLE SENIOR NOTES DUE 2024  
OF  
AMDOCS LIMITED**

The undersigned acknowledge(s) receipt of your letter enclosing the Notice of Put Right and Offer to Purchase dated February 13, 2009 (the "Offer to Purchase") and the related Letter of Transmittal (which, along with the Offer to Purchase and together with any amendments or supplements to such documents, collectively constitute the "Offer") relating to the Offer by Amdocs Limited, a company organized under the laws of the Island of Guernsey ("Amdocs"), to purchase for cash any and all of its outstanding 0.50% Convertible Senior Notes due 2024 (the "Notes") at the Repurchase Price (as defined in your letter), upon the terms and subject to the conditions set forth in the Offer to Purchase.

This will instruct you to tender the principal amount of Notes indicated below (or, if no number is indicated below, the entire principal amount represented by all Notes) that are held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Offer.

Principal Amount of Notes to be Tendered\*: \$ \_\_\_\_\_.

<b>SIGN HERE</b>
Signature(s): _____
Please type or print name(s): _____
Address: _____
Area Code and Telephone Number: _____
Dated: , 2009
Tax Identification or Social Security Number: _____

\* Unless otherwise indicated, it will be assumed that the entire principal amount of the Notes held by us for your account are to be tendered.

**OFFER TO PURCHASE FOR CASH  
ANY AND ALL OF THE OUTSTANDING  
0.50% CONVERTIBLE SENIOR NOTES DUE 2024  
OF  
AMDOCS LIMITED  
PURSUANT TO THE  
NOTICE OF PUT RIGHT AND OFFER TO PURCHASE  
DATED FEBRUARY 13, 2009**

**CUSIP NUMBERS: 02342TAC3, 02342TAD1†**

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 9:00 A.M., EASTERN TIME, ON MARCH 16, 2009, AND  
MAY NOT BE EXTENDED, EXCEPT AS REQUIRED BY APPLICABLE LAW.**

February 13, 2009

To Brokers, Dealers, Commercial Banks,  
Trust Companies and Other Nominees:

Amdocs Limited, a company organized under the laws of the Island of Guernsey (“Amdocs”), has commenced an offer to purchase for cash any and all of its outstanding 0.50% Convertible Senior Notes due 2024 (the “Notes”) at the Repurchase Price described below, upon the terms and subject to the conditions set forth in the Notice of Put Right and Offer to Purchase dated February 13, 2009 (the “Offer to Purchase”) and the related Letter of Transmittal (which, along with the Offer to Purchase and together with any amendments or supplements to such documents, collectively constitute the “Offer”). The Repurchase Price equals 100% of the principal amount of the Notes, plus accrued and unpaid interest to but excluding March 16, 2009. If the expiration date of the Offer is March 16, 2009, the Repurchase Price will equal \$1,000.2083 per \$1,000 principal amount of Notes tendered. See the Offer to Purchase for definitions of capitalized terms used but not defined herein.

Enclosed for your information and for forwarding to your clients for whose accounts you hold Notes registered in your name or in the name of your nominees are copies of the following documents:

1. The Notice of Put Right and Offer to Purchase dated February 13, 2009.
2. The Letter of Transmittal to tender Notes (for your use and for the information of your clients).
3. A form of letter which may be sent to your clients for whose accounts you hold Notes registered in your name or in the name of your nominees, with space provided for obtaining your clients’ instructions with regard to the Offer.
4. Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.

Participants in The Depository Trust Company (“DTC”) will be able to execute tenders through the DTC Automated Tender Offer Program.

**Holders of Notes should be aware that no guaranteed delivery process is available to tender Notes.**

**WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE TO OBTAIN THEIR INSTRUCTIONS.  
PLEASE NOTE THAT THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 9:00 A.M., EASTERN TIME, ON  
MARCH 16, 2009, AND MAY NOT BE EXTENDED, EXCEPT AS REQUIRED BY APPLICABLE LAW.**

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† The CUSIP numbers referenced above have been assigned by Standard & Poor’s Corporation and are included solely for the convenience of holders of the Notes. Amdocs, the Paying Agent and the Trustee shall not be responsible for the selection or use of these CUSIP numbers, and no representation is made as to their correctness on the Notes or as indicated in any notice of put right, offer to purchase or letter of transmittal.



In order to take advantage of the Offer, a properly completed and duly executed Letter of Transmittal (or facsimile thereof), together with any required signature guarantees, or an Agent's Message in connection with a book-entry delivery of Notes, and any other documents required by the Letter of Transmittal, should be sent to the Paying Agent, and certificates evidencing tendered Notes should be delivered or such Notes should be tendered by book-entry transfer (and a Book-Entry Confirmation (as defined in the Offer to Purchase) should be sent to the Paying Agent), all in accordance with the instructions set forth in the Letter of Transmittal and in the Offer to Purchase.

No fees or commissions will be paid to brokers, dealers or any other persons (other than the Paying Agent listed below) for soliciting tenders of Notes pursuant to the Offer. Amdocs will, however, upon request, reimburse you for customary mailing and handling expenses incurred by you in forwarding any of the enclosed materials to your clients.

Amdocs will pay or cause to be paid any transfer taxes payable on the purchase of Notes pursuant to the Offer, except as otherwise provided in Instruction 6 of the Letter of Transmittal.

Any inquiries you may have with respect to the Offer should be addressed to, and additional copies of the enclosed materials may be obtained from, the Paying Agent at its address and telephone number set forth on the back cover of the Offer to Purchase.

Very truly yours,

AMDOCS LIMITED

**NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON THE AGENT OF AMDOCS, THE PAYING AGENT, THE TRUSTEE OR ANY AFFILIATE OF ANY OF THEM, OR AUTHORIZE YOU OR ANY OTHER PERSON TO MAKE ANY STATEMENT OR USE ANY DOCUMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE OFFER OTHER THAN THE ENCLOSED DOCUMENTS AND THE STATEMENTS CONTAINED THEREIN.**

**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION  
NUMBER ON SUBSTITUTE FORM W-9**

**Guidelines for Determining the Proper Identification Number to Give the Payer.** Social Security numbers have nine digits separated by two hyphens: *i.e.*, 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: *i.e.*, 00-0000000. The table below will help determine the proper identification number to give the payer. All section references are to the Internal Revenue Code of 1986, as amended (“the Code”). “IRS” is the Internal Revenue Service.

<b>For this type of account:</b>		<b>Give the SOCIAL SECURITY number of:</b>
1.	Individual's account	The individual
2.	Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)
3.	Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)
4.	(a) The usual revocable savings trust account (grantor is also trustee) (b) So-called trust account that is not a legal or valid trust under State law	The grantor-trustee(1) The actual owner(1)
5.	Sole proprietorship account or disregarded entity owned by an individual	The owner(3)

<b>For this type of account:</b>		<b>Give the EMPLOYER IDENTIFICATION number of:</b>
6.	Disregarded entity not owned by an individual	The owner
7.	A valid trust, estate, or pension trust account	The legal entity(4)
8.	Corporate account or account of an LLC electing corporate status on Form 8832	The corporation
9.	Association, club, religious, charitable, educational, or other tax-exempt organization account	The organization
10.	Partnership or multi-member LLC account	The partnership
11.	A broker or registered nominee	The broker or nominee
12.	Account with the Department of Agriculture in the name of a public entity (such as a State or local government, school district, or prison) that receives agricultural program payments	The public entity

- (1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has a social security number, that person's number must be furnished.
- (2) Circle the minor's name and furnish the minor's social security number.
- (3) You must show your individual name, but you may also enter your business or “doing business as (DBA)” name. You may use either your social security number or your employer identification number (if you have one), but the IRS encourages you to use your social security number.
- (4) List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**NOTE:** If no name is circled when there is more than one name listed, the number will be considered to be that of the first name listed.

## Obtaining a Number

If you don't have a taxpayer identification number or you don't know your number, write "Applied For" in the space for the TIN, check the box in Part II, complete the CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER and sign and date the form and give it to the requester. To obtain a TIN, use Form SS-5, Application for a Social Security Number Card (for individuals), or Form SS-4, Application for Employer Identification Number (for businesses and all other entities). These forms are available at the local office of the Social Security Administration or the Internal Revenue Service, on the internet at <http://www.irs.gov>, or by calling 1-800-TAX-FORM.

## U.S. Person

For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

## Payees Exempt from Backup Withholding

Payees specifically exempted from backup withholding on ALL payments include the following:

- An organization exempt from tax under Section 501(a), or an individual retirement plan, or a custodial account under Section 403(b)(7) if the account satisfies the requirements of Section 401(f)(2).
- The United States or any agency or instrumentality thereof.
- A State, the District of Columbia, a possession of the United States, or any political subdivision or instrumentality thereof.
- A foreign government, a political subdivision of a foreign government, or any agency or instrumentality thereof.
- An international organization or any agency, or instrumentality thereof.

Payees that MAY BE EXEMPT from backup withholding include the following (Section references are to the Internal Revenue Code):

- A corporation.
- A foreign central bank of issue.
- A dealer in securities or commodities required to register in the United States, the District of Columbia or a possession of the United States.
- A futures commission merchant registered with the Commodity Futures Trading Commission.
- A real estate investment trust.
- An entity registered at all times during the tax year under the Investment Company Act of 1940.
- A common trust fund operated by a bank under Section 584(a).
- A financial institution.
- A middleman known in the investment community as a nominee or custodian.
- A trust exempt from tax under Section 664 or described in Section 4947.

## Payments Exempt from Backup Withholding

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under Section 1441.
- Payments to partnerships not engaged in a trade or business in the United States and that have at least one nonresident alien partner.
- Payments of patronage dividends not paid in money.
- Payments made by certain foreign organizations.
- Section 404(k) distributions made by an employee stock option plan.

Payments of interest not generally subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals.

**Note:** You may be subject to backup withholding if this interest is \$600 or more and is paid in the course of the payer's trade or business and you have not provided your correct taxpayer identification number to the payer.

- Payments described in Section 6049(b)(5) to nonresident aliens.
- Payments on tax-free government bonds under Section 1451.
- Payments made by certain foreign organizations.
- Mortgage or student loan interest paid to you.

Exempt payees described above should file the Substitute Form W-9 to avoid possible erroneous backup withholding.

FILE THIS FORM WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, CHECK THE BOX IN PART III, SIGN AND DATE THE FORM AND RETURN IT TO THE PAYER. IF YOU ARE A NONRESIDENT ALIEN OR A FOREIGN ENTITY NOT SUBJECT TO BACKUP WITHHOLDING, FILE WITH THE PAYER THE APPROPRIATE FORM W-8.

Certain payments other than interest, dividends, and patronage dividends that are not subject to information reporting are also not subject to backup withholding. For details, see Sections 6041, 6041A(a), 6042, 6044, 6045, 6049, 6050A and 6050N, and the regulations under those sections.

**Privacy Act Notice.** Section 6109 requires most recipients of dividends, interest, or other payments to give taxpayer identification numbers to payers who must report the payments to the IRS. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. Payers must be given the numbers whether or not recipients are required to file tax returns. Payers must generally withhold a percentage (currently 28%) of taxable interest, dividends, and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

## Penalties

**(1) Penalty for Failure to Furnish Taxpayer Identification Number.** If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**(2) Civil Penalty for False Information With Respect To Withholding.** If you make a false statement with no reasonable basis that results in no imposition of backup withholding, you are subject to a penalty of \$500.

**(3) Criminal Penalty for Falsifying Information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**(4) Misuse of Taxpayer Identification Numbers.** If the requester discloses or uses Taxpayer Identification Numbers in violation of federal law, the requester may be subject to civil or criminal penalties.

**FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT  
OR THE INTERNAL REVENUE SERVICE.**

**Amdocs Commences Cash Offer  
in Connection with Holders' Put Rights for  
0.50% Convertible Senior Notes due 2024**

ST. LOUIS, MO, February 13, 2009 — Amdocs Limited (NYSE: DOX), a market leader in customer experience systems innovation, today announced it has commenced a cash offer for its 0.50% Convertible Senior Notes due 2024.

Pursuant to the indenture for the notes, each holder of the notes has the right to require Amdocs to repurchase on March 16, 2009 all or any part of such holder's notes at a price equal to 100% of the principal amount plus accrued and unpaid interest. Under the terms of the notes, Amdocs had the option to pay for the notes with cash, ordinary shares, or a combination of cash and ordinary shares, and has elected to pay for the notes solely with cash. As of February 12, 2009 there was \$331,800,000 aggregate principal amount of notes outstanding.

The terms and conditions of the offer will be set forth in a Notice of Put Right and Offer to Purchase, dated February 13, 2009, and the related Letter of Transmittal that are being sent to holders of the notes. Holders of the notes are urged to carefully read the Notice of Put Right and Offer to Purchase, the Letter of Transmittal and the related documents as they contain important information regarding the offer.

In order to surrender notes for repurchase, holders must tender the notes and the Letter of Transmittal to The Bank of New York Mellon, as Paying Agent for the notes, on or before 9:00 a.m., Eastern time, on March 16, 2009. Holders may withdraw any notes previously surrendered for repurchase at any time prior to 9:00 a.m., Eastern time, on March 16, 2009. Subject to applicable law, Amdocs may, in its sole discretion, waive any condition applicable to the offer or extend or terminate or otherwise amend the offer.

The notes are convertible into 23.1911 ordinary shares per \$1,000 principal amount, subject to adjustment in certain circumstances. The CUSIP numbers for the notes are 02342TAC3 and 02342TAD1.

THIS ANNOUNCEMENT IS NOT AN OFFER TO PURCHASE, A SOLICITATION OF AN OFFER TO PURCHASE, OR A SOLICITATION OF AN OFFER TO SELL NOTES. THE OFFER MAY ONLY BE MADE PURSUANT TO THE TERMS OF THE NOTICE OF PUT RIGHT AND OFFER TO PURCHASE AND THE RELATED LETTER OF TRANSMITTAL.

**Important additional information will be filed with the SEC**

Amdocs plans to file today with the SEC a Schedule TO in connection with its tender offer for the notes. The Schedule TO, including the related Notice of Put Right and Offer to Purchase, will contain important information about Amdocs, the notes, the tender offer and related matters. Investors and security holders are urged to read the Schedule TO carefully when it becomes available.

Investors and security holders may obtain free copies of the Schedule TO and other documents filed with the SEC by Amdocs through the web site maintained by the SEC at [www.sec.gov](http://www.sec.gov). In addition, investors and security holders may obtain free copies of the Schedule TO from the Paying Agent by contacting Carolle Montreuil of The Bank of New York Mellon at (212) 815-5290.

**Forward-Looking Statements**

This press release contains "forward-looking statements" that involve significant risks and uncertainties. All statements other than statements of historical fact are statements that could be deemed forward-looking statements, including statements regarding completion of the tender offer; any statements of expectation or belief; and any statements of assumptions underlying any of the foregoing. Investors and security holders are cautioned not to place undue reliance on these forward-looking statements. Actual results could differ materially from those currently anticipated due to a number of risks and uncertainties. Risks and uncertainties that could cause results to differ from expectations include risks and uncertainties discussed in the tender offer documents to be filed today by Amdocs with the SEC. Amdocs undertakes no obligation to update any forward-looking statements as a result of new information, future developments or otherwise.

**About Amdocs**

Amdocs is the market leader in customer experience systems innovation, enabling world-leading service providers to deliver an integrated, innovative and the intentional customer experience™ — at every point of service. Amdocs provides solutions that deliver customer experience excellence, combining the software, service and expertise to help its customers

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execute their strategies and achieve service, operational and financial excellence. A global company with revenue of \$3.16 billion in fiscal 2008, Amdocs has more than 17,000 employees and serves customers in more than 50 countries around the world. Amdocs Limited is registered at the Companies Registry in Guernsey and has been assigned company number 19528, with its registered office situated at Suite 5, Tower Hill House, Le Bordage, St Peter Port, Guernsey, GY1 3QT. For more information, visit Amdocs at [www.amdocs.com](http://www.amdocs.com).

Contact:

Thomas G. O'Brien

Treasurer and Vice President of Finance and Investor Relations

Amdocs Limited

314-212-8328

E-mail: [dox\\_info@amdocs.com](mailto:dox_info@amdocs.com)