

ENBRIDGE GAS DISTRIBUTION INC.

- and -

ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.

SECOND AMENDING AGREEMENT
TO THE
CUSTOMER CARE SERVICES AGREEMENT-CORE SERVICES

January 1, 2011

THIS SECOND AMENDING AGREEMENT is effective as of the 1st day of January, 2011

BETWEEN:

ENBRIDGE GAS DISTRIBUTION INC., a corporation existing under the laws of Ontario,

("EGD")

- and -

ACCENTURE BUSINESS SERVICES FOR UTILITIES INC., a corporation incorporated under the laws of Canada

("SERVICE PROVIDER")

RECITALS

A. EGD and Service Provider have entered into the Customer Care Services Agreement – Core Services made as of the 1st day of April, 2007, as amended, (the "CCSA-Core") for the delivery by Service Provider of the Services.

B. As a result of, and in connection with, certain changes to the *Customer Care Program*, EGD and Service Provider wish to amend the CCSA-Core in the manner and to the extent specifically set out in this Second Amending Agreement (this "Agreement").

THEREFORE IN CONSIDERATION of the premises and mutual agreements contained herein and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless otherwise defined or the context otherwise requires, capitalized words or phrases shall have the meanings attributed to them in the CCSA-Core.

1.2 Interpretation

For all purposes of this Agreement, the same rules of interpretation as are set out in the CCSA-Core shall apply to this Agreement. Further, each of the amendments to the CCSA-Core set out in this Agreement shall have prospective effect beginning on the effective date of this Agreement and for the duration of the Term.

1.3 Order of Priority

In the event of any inconsistency between any of the provisions of CCSA-Core (including any Schedules thereto or any Change Order (in respect of which EGD has notified Service Provider to

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proceed pursuant to Section 6.2.1 of the CCSA-Core) or Change Request (which has been Approved) prior to the date hereof) and this Agreement, the provisions of this Agreement shall prevail.

1.4 Schedules

The Schedules set out below are required to complete this Amending Agreement, are incorporated herein by reference and are deemed to be a part hereof. The foregoing provisions shall apply *mutatis mutandis* to any amendment, supplement or addendum to any Schedule required to be delivered pursuant to the provisions hereof.

Revised Section 3, Schedule 2.2A	-	RACI Matrix
New Section 5, Schedule 2.2A	-	Implementation of CIS-related Changes
Revised Schedule 2.2B, Part A	-	Service Level Summary
New Schedule 2.7	-	Third Party Contracts
Revised Section 2, Schedule 3.1	-	Service Category Base Fees
Revised Part A and Part B, Section 6, Schedule 3.1	-	Rate Card
Revised Schedule 6.4	-	Person Hours Allotted to Implement Change Orders
Revised Schedule 6.9	-	Locations of Delivery
Revised Schedule 7.1.3	-	Key Personnel
New Schedule 7.10	-	EGD Satisfaction Survey
Revised Schedule 8.10	-	Business Continuity Plan
Revised Schedule 12.1.1(g)	-	Shareholders and Shareholdings
Revised Schedule 17.1	-	Termination Fees

ARTICLE 2
AMENDMENTS

2.1 Definitions

2.1.1 Section 1.1 of the CCSA-Core is hereby deleted in its entirety and replaced with the following:

"Unless the context otherwise specifies or requires, for the purposes of this Agreement, including the Schedules hereto, capitalized terms shall have the meanings set out in Schedule 1.1 or in the text hereof, as the case may be."

2.1.2 The definition of "Third Party Contracts" in Schedule 1.1 of the CCSA - Core is hereby deleted in its entirety and replaced with the following:

" "Third Party Contracts" has the meaning ascribed thereto in Section 2.7.1."

2.2 Services and Service Levels

Section 2.2 of the CCSA-Core is hereby amended by adding the following text to the end of the second-last sentence thereof:

[REDACTED]

2.3.2 The RACI Matrix referenced in Section 3 – RACI Matrix of Schedule 2.2A of the CCSA-Core is hereby deleted in its entirety and replaced with the RACI Matrix attached to this Agreement.

2.3.3 The definition of "A – Accountable" in Section 3 – RACI Matrix of Schedule 2.2A of the CCSA – Core is hereby deleted in its entirety and replaced with the following:

"A – Accountable for the delivery of the activity, including directing the completion of the activities assigned to any Responsible party and facilitating the resolution of any issues in respect of the performance of such activities.

Provided that where the Responsible party is identified in the RACI Matrix as a Third Party Contract, then the following meaning shall be attributed:

A – Accountable for directing the completion of the activities assigned to any Responsible party and facilitating the resolution of any issues in respect of the performance of such activities."

2.3.4 Schedule 2.2A of the CCSA – Core is hereby amended by adding to the end thereof the new Section 5 attached to this Agreement as Section 5 – Implementation of CIS-related Changes of Schedule 2.2A.

2.4 Service Levels

2.4.1 Part A – Service Level Summary of Schedule 2.2B of the CCSA-Core is hereby deleted in its entirety and replaced with the Part A – Service Level Summary of Schedule 2.2B attached to this Agreement.

2.4.2 [REDACTED]

2.4.3 Part B – EGD Detailed Service Level Requirements of Schedule 2.2B of the CCSA – Core is hereby amended by adding the following to the end of the "Introduction" section:

"For certainty, the Service Levels apply to all Services, and to all EGD Customers unless otherwise described within the applicable Service Level, in respect of which Service Provider provides the relevant Service."

2.4.4 A revised and updated Part B – EGD Detailed Service Level Requirements of Schedule 2.2B of the CCSA-Core will be settled and agreed upon by the Parties on or prior to February 28, 2010, which agreement shall be evidenced by an authorized representative of each of the parties signing an Addendum to this Agreement attaching the settled and agreed upon Part B. Upon such Part B being so settled and agreed upon Part B – EGD Detailed Service Level Requirements of Schedule 2.2B of the CCSA-Core is hereby deleted in its entirety and replaced with the revised and updated 'Part B – EGD Detailed Service Level Requirements' of Schedule 2.2B, and deemed to be attached to and form part of this Agreement, with effect from and as of the effective date of this Agreement.

2.5 Third-Party Contracts

2.5.1 Section 2.7 of the CCSA-Core is hereby deleted in its entirety and replaced with the following:

[illegible]

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[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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(b)

2.5.2 The CCSA-Core is hereby amended by adding the new Schedule 2.7 attached to this Agreement.

2.6 Service Fees

2.6.1 Subsection 1(v) of Schedule 3.1 of the CCSA-Core is hereby amended by deleting the words "Tables 1A, 1B, 2A, 2B, 3A and 3B" and replacing them with "Part A of Table 1".

2.6.2 Subsection 1(vi) of Schedule 3.1 of the CCSA Core is hereby deleted in its entirety and replaced with the following:

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"(vi) Solely for the purposes of calculating the Service Fees pursuant to this Schedule 3.1:

"Customer" means:

- (a) an EGD Customer actively receiving gas distribution and/or natural gas commodity service from EGD; or
- (b) an EGD Customer that has had gas distribution and/or natural gas commodity service from EGD and which EGD Customer's account is the subject of Collections Services under this Agreement.

"Mass Market Customer" means a Customer, excluding Large Volume Customers.

"Large Volume Customer" means a Customer having an account identified as a "Large Volume Billing" account or a "Collective Parent" account in the CIS.

"Open Bill Customer – Shared" means a Customer that receives a Service Bill which includes third-party charges which are not charges in respect of the Customer being an ABC Customer.

"Open Bill Customer – Standalone" means an EGD Customer that receives a Service Bill which includes only third-party charges that are not gas commodity charges, and which for certainty is not a Customer.

"ABC Customer" means a Customer that receives a Service Bill which includes third-party gas commodity charges which are the subject of a "Collection Services Agreement" with EGD.

"Service Bill" means the bill that is sent to an EGD Customer by EGD in respect of any billing period."

2.6.3 Section 2 – Service Category Base Fees of Schedule 3.1 of the CCSA-Core is hereby deleted in its entirety and replaced with the Section 2 – Service Category Base Fees of Schedule 3.1 attached to this Agreement.

2.6.4 Section 6 – Rate Card of Schedule 3.1 of the CCSA-Core is hereby amended by adding the following text prior to "Part A":

"For certainty, the performance of any rate card services by Key Personnel, including Services performed pursuant to a Change Order or Change Request (that has been Approved) shall be [REDACTED]"

2.6.5 Each of Part A and Part B of Section 6 – Rate Card of Schedule 3.1 of the CCSA-Core are hereby deleted in their entirety and replaced with the Part A and Part B of Section 6 – Rate Card of Schedule 3.1 attached to this Agreement.

9. Incorporated Change Orders

9.1

[illegible]

3.1.2 Payment of Service Fees. Contemporaneously with, and as part of the process for, the preparation of the Annual Operating Plan and Forecast pursuant to Section 7.8, EGD and Service Provider shall establish an annual forecast of Service Fees for the

ensuing calendar year. Such annual forecast shall be established by applying the unit prices set out in Schedule 3.1 to EGD's then current estimates of the number of EGD Customers for such ensuing year. During such year, EGD shall pay to Service Provider on or before the third to last Business Day of each calendar month, on account of the Services, an amount equal to one-twelfth (1/12) of the annual forecast of Service Fees established by the Parties (the "Payment on Account").

3.1.2A Payment for Change Orders and Change Requests. Fees or credits arising out of a Change Order (in respect of which EGD has notified Service Provider to proceed pursuant to Section 6.2.1) or a Change Request (which has been Approved) shall be invoiced and paid in the manner agreed to in the relevant Change Order or Change Request.

3.1.2B Monthly True-Up. EGD shall provide to Service Provider, by no later than the fifth (5th) Business Day of each month, the actual number of customers for each type of EGD Customer as set out in Section 1(vi) of Schedule 3.1 for the preceding month. Service Provider shall provide to EGD, by not later than the tenth (10th) Business Day of each month, a final invoice (in the form Approved and calculated in accordance with Section 3.1.1) (the "Final Monthly Invoice") in respect of the Services provided by Service Provider in the immediately preceding month and the Service Fees required to be paid in respect thereof. The Final Monthly Invoice shall identify, among other things, the Payment on Account. If the Payment on Account is in excess of the amount which EGD is required to pay hereunder, then on the next following Final Monthly Invoice Service Provider shall provide to EGD a credit in the amount of such excess. If the Payment on Account is less than the amount which EGD is required to pay hereunder, then on the next following Final Monthly Invoice Service Provider shall include an additional charge in the amount that the Payment on Account is less than the amount which EGD was required to pay hereunder."

2.8 Invoicing for Change Orders

2.8.1 Subsection 6.4.2 of the CCSA-Core is hereby amended by adding the following new sentence to the end thereof:

[REDACTED]

2.8.2 Subsection 6.4.3 of the CCSA-Core is hereby amended by deleting the last sentence thereof in its entirety and replacing it with the following:

"Further, EGD commits to use at least [REDACTED] work hours from the On-Shore Sustainment Available Work Pool each year of the Core Term, and if it fails to so use such [REDACTED] work hours each year, then the number of work hours less than [REDACTED] which were not used in such year shall not be carried forward pursuant to Section 6.4.2."

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2.8.3 Section 6.4 of the CCSSA-Core is hereby amended by adding the following new Subsection 6.4.4 to the end thereof:

"6.4.4 Change Rebate. Within thirty (30) days of the end of each calendar year, commencing in respect of the calendar year 2011 and thereafter, Service Provider shall provide to EGD [REDACTED] a statement setting out, in respect of Change Orders (which have been executed by both Parties) and Change Requests (which have been Approved) in the immediately preceding calendar year:

- (a) the aggregate of the implementation costs identified in such Change Orders and Change Requests; and
- (b) the aggregate of the estimated, or, if set out, the actual, ongoing costs identified in such Change Orders and Change Requests, for the first twelve (12) months following implementation,

[REDACTED]

2.9 Person Hours Allotted to Implement Change Orders

Schedule 6.4 of the CCSA-Core is hereby deleted in its entirety and replaced with the Schedule 6.4 attached to this Agreement.

2.10 Changes to Locations of Delivery

Section 6.9 of the CCSA-Core is hereby amended by adding the following text to the end thereof:

[REDACTED]

2.11 Locations of Delivery

Schedule 6.9 of the CCSA-Core is hereby deleted in its entirety and replaced with the Schedule 6.9 attached to this Agreement.

2.12 Key Personnel

Subsection 7.1.2 of the CCSA-Core is hereby amended by adding the following text to the end thereof:

"Each of the Key Personnel shall be available to and shall participate in the delivery of the Services under this Agreement and the implementation of the governance processes set out in this Agreement, in each case consistent with each Key Personnel's role. Each of the Dedicated Key Personnel identified in Schedule 7.1.3 will administer the Agreement and deliver the Services directly [REDACTED]"

2.13 Key Personnel

Schedule 7.1.3 of the CCSA-Core is hereby deleted in its entirety and replaced with the Schedule 7.1.3 attached to this Agreement.

2.14 EGD Satisfaction Survey

2.14.1 Article 7 of the CCSA-Core is hereby amended by adding the following new Section 7.10 to the end thereof:

"7.10 EGD Satisfaction Survey

Service Provider shall [REDACTED] conduct an EGD satisfaction survey (Relationship Health Check) on a quarterly basis, compile the results and provide such results to EGD within thirty (30) days of the end of each calendar quarter. Such survey shall contain the questions attached at Schedule 7.10, as same may be modified from time to time by agreement of the Parties."

2.14.2 The CCSA-Core is hereby amended by adding the new Schedule 7.10 attached to this Agreement.

2.15 Business Continuity Plan

Schedule 8.10 of the CCSA-Core is hereby deleted in its entirety and replaced with the Schedule 8.10 attached to this Agreement.

2.16 Shareholders and Shareholdings

Schedule 12.1.1(g) of the CCSA-Core is hereby deleted in its entirety and replaced with the Schedule 12.1.1(g) attached to this Agreement.

2.17 Obligations of EGD on Termination due to Governmental Authorities

Section 17.2 of the CCSA-Core is hereby amended by deleting the words "equal to [REDACTED]" of the termination fee calculated in accordance with Schedule 17.1 and replacing them with the following:

"equal to:

- (a) [REDACTED]
(b) [REDACTED]

of the termination fee calculated in accordance with Schedule 17.1."

2.18 Termination Fees

Schedule 17.1 of the CCSA-Core is hereby deleted in its entirety and replaced with the Schedule 17.1 attached to this Agreement.

2.19 [REDACTED]
[REDACTED]
[REDACTED]

ARTICLE 3
REPATRIATION OF CERTAIN SERVICES

3.1 Cessation of Delivery of Certain Services

Notwithstanding any other provision of the CCSA-Core, subject to the terms and conditions of this Article 3, Service Provider shall cease to provide to EGD the following Services (the "Terminated Services"), from and after the dates indicated:

RACI Matrix Reference Number	Description of Service	Effective Date
2.7.9, 2.7.7, 2.7.18, 2.7.20, 2.7.32 and 2.7.34	Cash Reconciliation	January 31, 2011
all of 3.2.1 to 3.2.9, inclusive	Collection of Sundry Accounts	February 28, 2011
all of 7.0 to 7.17, inclusive	Large Volume & Monthly Statements Billing, Collection & Customer Contact	March 31, 2011

Service Provider shall cease to provide the relevant Services as of 11:59:59 p.m. on the relevant effective date; provided that, in respect of the 'Large Volume & Monthly Statements Billing, Collection & Customer Contact' Services, upon the request of EGD, Service Provider shall continue to provide the relevant Services in consideration of the continuance of EGD's obligation to pay the Service Fees for such Services as provided in the CCSA-Core.

With respect to Sections 5.2 to 5.8, inclusive, of the RACI Matrix, effective as of the effective date of the termination of the provision of the relevant Terminated Service, EGD shall thereafter be responsible for updating the Documentation referenced in the RACI Matrix associated with such Terminated Service.

3.2 Adjustment of Service Fees

Effective as of the effective date of the termination of the provision of the 'Large Volume & Monthly Statements Billing, Collection & Customer Contact' Services, EGD shall not, and shall no longer be obligated to, pay to Service Provider the Service Fees associated with the 'Large Volume Customer' Services, as identified and set out in Section 2 – Service Category Base Fees of Schedule 3.1 of the CCSA-Core. For certainty, there shall be no adjustment to or change in the Service Fees as a result of the termination of the provision of the 'Cash Reconciliation' or 'Collection of Sundry Accounts' Services referred to in Section 3.1.1 above.

[REDACTED]

3.3 Deletion of Service Levels

Effective as of the effective date of the termination of the provision of the relevant Terminated Services, the following Service Levels shall be, and are hereby deemed to be, deleted from each of Part A and Part B of Schedule 2.2B:

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

3.4 Transition Plan and Resources

3.4.1 Forthwith following the execution of this Agreement by the Parties, Service Provider shall make available qualified resources reasonably requested by EGD to work with EGD to develop a detailed transition plan (the "Repatriation Transition Plan") for the transition of the Terminated Services from Service Provider to EGD. Service Provider shall perform those additional obligations identified in the Repatriation Transition Plan, and shall make available qualified resources required by EGD in such Repatriation Transition Plan. EGD shall pay Service Provider for the delivery of such resources at the rates provided on the Rate Card included in Schedule 3.1.

3.4.2 In respect of the foregoing, Service Provider shall provide to EGD, in support of the Repatriation Transition Plan:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

3.4.3 In respect of the foregoing, the support which Service Provider shall provide to EGD shall include, without limitation:

- (a) revision / development of business process maps and other Documentation related to the Terminated Services;
- (b) regular transition project meetings with EGD's transition team;
- (c) workshops to review and revise processes, and related Documentation; and
- (d) training EGD personnel.

3.5 Documentation

In addition to any other obligation to provide to EGD any Documentation related to the Services, Service Provider shall deliver to EGD as soon as possible following the date of this Agreement, and in any event not later than fifteen (15) Business Days thereafter, copies of all Documentation related to the Terminated Services required by EGD to perform such Terminated Services.

ARTICLE 4
CONFIRMATION

4.1 Confirmation of Terms

In all other respects the CCSA-Core, as amended by the parties in writing prior to the date hereof, is in full force and effect, subject only to the additional amendments referred to in this Agreement. As of and from the Effective Date, all references to the CCSA-Core shall be to the CCSA-Core as amended by this Amending Agreement.

4.2 Counterparts and Facsimile Execution and Delivery

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Party in pdf by e-mail or by facsimile transmission and such e-mail or transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party as of the date of receipt thereof by the receiving Party or such other date as may be specified by the sending Party as part of such transmission; provided that the original counterpart is delivered to the other Party within 5 Business Days.

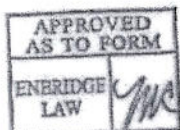
[end of text]


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IN WITNESS WHEREOF the Parties have executed this Amending Agreement as of the
year and date first above written.

ENBRIDGE GAS DISTRIBUTION INC.

By: 
Name: Thomas P. Harkins
Title: Vice President, Business Development & Customer Strategy



By: 
Name: Mark R. Boyce
Title: Vice President, Law & Information Technology

ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Customer Care Services Agreement-Core
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IN WITNESS WHEREOF the Parties have executed this Amending Agreement as of the
year and date first above written.

ENBRIDGE GAS DISTRIBUTION INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.

By: 
Name: Michael McDaniel
Title: Senior Executive

By: _____
Name: William F. Morris
Title: Managing Director

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Second Amending Agreement
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IN WITNESS WHEREOF the Parties have executed this Amending Agreement as of the
year and date first above written.

ENBRIDGE GAS DISTRIBUTION INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.

By: _____
Name: Michael McDaniel
Title: Senior Executive

By: _____
Name: William F. Morris
Title: Managing Director

ENBRIDGE GAS DISTRIBUTION INC.

CUSTOMER CARE SERVICES AGREEMENT

Section 5, CIS-Related Changes
Schedule 2.2A

STATEMENT OF WORK

January 1, 2011

ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.

5. Implementation of CIS-related Changes

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[illegible]

(b) EGD's Obligations

EGD will implement each of the CIS-related Changes Identified in the above table by the applicable date set out in the "Implementation Date for CIS-related Changes" column in the above table; provided that EGD is not required to have such CIS-related Changes implemented prior to the relevant date specified above. EGD will, [REDACTED], determine any modifications to the EGD CIS required to implement the CIS-related Changes. EGD and Service Provider may agree that such CIS-related Changes may be implemented as business process changes without modification of EGD's CIS.

Notwithstanding the foregoing, in the event a Governmental Authority issues Laws and Regulations requiring CIS changes, and EGD will not be able to implement one or more of the CIS-related Changes by the dates set forth above and in subsection (d) below, EGD shall notify Service Provider as soon as reasonably possible that implementation will be delayed. EGD and Service Provider shall mutually

agree on new dates for completion of implementation of the affected CIS-related Changes (the "New Implementation Date"), on the understanding that EGD shall use commercially reasonable efforts to implement each of the CIS-related Changes by the relevant date specified above. During the period from delivery of the notice of delayed implementation of the CIS-related Change(s) to the earlier of:

- (i) the New Implementation Date, or
- (ii) December 31, 2013;

Service Provider will invoice EGD for [REDACTED] of the additional Service Fees specified in subsection (d) below. For certainty, following the occurrence of the earlier of (i) the New Implementation Date, or (ii) December 31, 2013, Service Provider may invoice EGD in accordance with subsection (d) below.

If EGD implements a CIS-related Change prior to the date set out in the "Implementation Date for CIS-related Changes" column in the above table, then EGD shall [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(c) Service Provider's Obligations

Service Provider will provide, [REDACTED] the following services:

- (i) collaborate with EGD to define and provide detailed requirements for the CIS-related Changes (including the provision of SMEs in the relevant business process / operations issues areas);
- (ii) collaborate with EGD to develop new business processes; and
- (iii) provide SMEs to participate in user acceptance testing ("UAT") prior to implementation.

(d) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Schedule 2.2A, Section 5
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Additional Annual Base Fees

		Core Term		Optional Renewal			
		January 1, 2011 through December 31, 2011	January 1, 2012 through March 31, 2012	April 1, 2012 through December 31, 2012	January 1, 2013 through June 30, 2013	July 1, 2013 through December 31, 2013	January 1, 2014 through March 31, 2014
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

Schedule 2.2A, Section 5
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(e) [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

ENBRIDGE GAS DISTRIBUTION INC.

CUSTOMER CARE SERVICES AGREEMENT

SCHEDULE 2.2B

SERVICE LEVELS

January 1, 2011

ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.

Schedule 2.2B – Service Levels

Redacted

ENBRIDGE GAS DISTRIBUTION INC.

CUSTOMER CARE SERVICES AGREEMENT

SCHEDULE 2.7

THIRD PARTY CONTRACTS

January 1, 2011

ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.

Schedule 2.7 – Third Party Contracts

Redacted

ENBRIDGE GAS DISTRIBUTION INC.

CUSTOMER CARE SERVICES AGREEMENT

Section 2 – Service Category Base Fees
SCHEDULE 3.1

SERVICE FEES

January 1, 2011

ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.

Section 2 of Schedule 3.1

January 1, 2011 Customer Care Services Agreement

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Section 2 of Schedule 3.1 – Service Fees

2. Service Category Base Fees

The Service Provider will bill for the following Base Fees for each Service Category provided. The Parties agree and acknowledge that the Base Fees shall be adjusted solely through the Change Order process set out in Article 6:

- 2.1 **Billing, Billing and General Inquiries and Billing Administration Fees:** Part B of Table 1 below lists the associated Base Fees for Billing, Billing and General Inquiries and Billing Administration Services (referred to in Part B of Table 1 as a **"Billing Services Fees"**).
- 2.2 **Emergency and Service Call Handling Fees:** Part B of Table 1 below lists the associated Base Fees for Emergency and Service Call Handling Services (referred to in Part B of Table 1 as **"Customer Contact Services Fees"**).
- 2.3 **Collections Fees:** Part B of Table 1 below lists the associated Base Fees for Collections Services (referred to in Part B of Table 1 as **"Collection Service Fees"**).
- 2.4 **Blended Services:** Service Fees for Services provided in respect of Open Bill Customers – Shared, Open Bill Customers – Standalone, ABC Customers and Large Volume Customers are calculated on a "blended" basis, and not by separate Service category. Part B of Table 1 below lists the associated Base Fees for the blended Services provided in respect of such EGD Customers (referred to in Table 2 as **"Service Fees for Blended Services"**).
- 2.5 Monthly invoiced amounts for the Billing, Collections, Emergency and Service Call Handling and blended Services (save and except for Open Bill Services) will be calculated based on the Monthly Fees multiplied by the actual number of EGD Customers in each month in each Service Category. Monthly invoiced amounts for Open Bill Services will be calculated by aggregating, for all Open Bill participating billers, the products of the Monthly Fee times the number of bills on which each such Open Bill participating biller appears.

Example of Monthly Open Bill Calculation:

Line #		Party A	Party B	Total Monthly Invoiced Amount
1	Number of bills on which a participating biller appears	██████	██████	
2	Monthly Fee	████	████	
3	Monthly Invoiced Amount (Line 1 x Line 2)	████████	████████	████████

ENBRIDGE GAS DISTRIBUTION INC.

CUSTOMER CARE SERVICES AGREEMENT

Part A and Part B, Section 6
SCHEDULE 3.1

RATE CARD

January 1, 2011

ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.

Part A and Part B, Section 6 of Schedule 3.1
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Part A and Part B, Section 6 of Schedule 3.1 – Rate Card

Part A
Table 5A

Table 5A.1 - On-Shore Management Consulting

Position	CORE TERM	
	January 1, 2011 through December 31, 2011	January 1, 2012 through March 31, 2012
	Billing Rate	Billing Rate
Program Leadership / Subject Matter Specialist	\$ [REDACTED]	[REDACTED]
Project Lead	\$ [REDACTED]	[REDACTED]
Sr Business Manager / Sr Business Architect	\$ [REDACTED]	[REDACTED]
Business Manager / Business Architect	\$ [REDACTED]	[REDACTED]
Sr Management Consultant	\$ [REDACTED]	[REDACTED]
Management Consultant	\$ [REDACTED]	[REDACTED]
Business Analyst	\$ [REDACTED]	[REDACTED]
Entry Level Business Analyst	\$ [REDACTED]	[REDACTED]

Table 5A.2 - On-Shore Sustainment

Position	CORE TERM	
	January 1, 2011 through December 31, 2011	January 1, 2012 through March 31, 2012
	Billing Rate	Billing Rate
Business Lead Manager	[REDACTED]	[REDACTED]
Senior Business Analyst	[REDACTED]	[REDACTED]
Business Analyst	[REDACTED]	[REDACTED]
Clerk/Customer Service Rep	[REDACTED]	[REDACTED]

Part A and Part B, Section 6 of Schedule 3.1
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Table 5A.3 - Off-Shore

Position	CORE TERM	
	January 1, 2011 through December 31, 2011	January 1, 2012 through March 31, 2012
	Billing Rate	Billing Rate
Senior Consultant		
Consultant		
Business Lead Manager 1		
Business Lead Manager 2		
Senior Business Analyst		
Business Analyst 1		
Business Analyst 2		
Clerk/Customer Service Rep		
Back Office		

Table 5B

Table 5B.1 - On-Shore Management Consulting

Position	Optional Renewal / Extension		
	April 1, 2012 through December 31, 2012	January 1, 2013 through December 31, 2013	January 1, 2014 through March 31, 2014
	Billing Rate	Billing Rate	Billing Rate
Program Leadership / Subject Matter Specialist			
Project Lead			
Sr Business Manager / Sr Business Architect			
Business Manager / Business Architect			
Sr Management Consultant			
Management Consultant			
Business Analyst			
Entry Level Business Analyst			

Part A and Part B, Section 6 of Schedule 3.1
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Table 5B.2 - On-Shore Sustainment

Position	Optional Renewal / Extension		
	April 1, 2012 through December 31, 2012	January 1, 2013 through December 31, 2013	January 1, 2014 through March 31, 2014
	Billing Rate	Billing Rate	Billing Rate
Business Lead Manager			
Senior Business Analyst			
Business Analyst			
Clerk/Customer Service Rep			

Table 5B.3 - Off-Shore

Position	Optional Renewal / Extension		
	April 1, 2012 through December 31, 2012	January 1, 2013 through December 31, 2013	January 1, 2014 through March 31, 2014
	Billing Rate	Billing Rate	Billing Rate
Senior Consultant			
Consultant			
Business Lead Manager 1			
Business Lead Manager 2			
Senior Business Analyst			
Business Analyst 1			
Business Analyst 2			
Clerk/Customer Service Rep			
Back Office			

Part A and Part B, Section 6 of Schedule 3.1
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PART B

[REDACTED]

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SCHEDULE 6.4

PERSON HOURS ALLOTTED TO IMPLEMENT CHANGE ORDERS

January 1, 2011

ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.

Schedule 6.4
 January 1, 2011 Customer Care Services Agreement
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Schedule 6.4 - Person Hours Allotted to Implement Change Orders

	Core Term		Optional Renewal/Extension		
	January 1, 2011 through December 31, 2011	January 1, 2012 through March 31, 2012	April 1, 2012 through December 31, 2012	January 1, 2013 through December 31, 2013	January 1, 2014 through March 31, 2014
On-Shore Sustainment Business Lead/Manager Annual Hours					
On-Shore Sustainment Senior Business Analyst Annual Hours					
On-Shore Sustainment Business Analyst Annual Hours					
On-Shore Sustainment Clerk/Customer Service Representative Annual Hours					
Total On-Shore Sustainment - Available Work Pool					
On-Shore Management Consulting Business Analyst Annual Hours					
Total Hours					

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

Schedule 6.4

January 1, 2011 Customer Care Services Agreement

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[REDACTED]

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SCHEDULE 6.9

LOCATIONS OF DELIVERY

January 1, 2011

ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.

Schedule 6.9 – Locations of Delivery

The following table lists all of the current office locations of Service Provider where the Services may be performed as of the Effective Date.

Service Locations	Services to be Performed There
[REDACTED]	Billing Enquiries [REDACTED] support for MMB Payments Local support for MMB, Service and Collections Emergency call handling Escalations Executive Correspondence
[REDACTED]	Billing Enquiries Local support for MMB, Service and Collections Emergency call handling Payment & Bank Account Reconciliation Contract Governance
[REDACTED]	Billing Enquiries Escalations Executive Correspondence Payments Local support for MMB, LVS Billing, Service and Collections Onshore support for MMB Emergency call handling
[REDACTED]	Core Mass Market Billing activities Payments Outbound Collections Escalation investigations Correspondence and Lawyer correspondence Customer Contact Centre Quality Assurance testing
[REDACTED]	Lien Discharges Contract Governance Outbound Notification Campaigns

Schedule 6.9
January 1, 2011 Customer Care Services Agreement
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The following table lists the current locations of Service Provider's Subcontractors where the Services may be performed as of the Effective Date.

Subcontractor	Services Provided	Locations
[REDACTED]	Return Mail	[REDACTED]
[REDACTED]	Translation services	[REDACTED]
[REDACTED]	Telephony services	[REDACTED]
[REDACTED]	Telephony support services	[REDACTED]
[REDACTED]	Telephony and IT support services	[REDACTED]
[REDACTED]	IT and business continuity planning and support, and backup site	[REDACTED]
[REDACTED]	Software for FAQ on EGD portal	[REDACTED]

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SCHEDULE 7.1.3

KEY PERSONNEL

January 1, 2011

ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.

Schedule 7.1.3 – Key Personnel

Redacted

ENBRIDGE GAS DISTRIBUTION INC.

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SCHEDULE 7.10

EGD SATISFACTION SURVEY

January 1, 2011

ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.

Schedule 7.10
 January 1, 2011 Customer Care Services Agreement
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Schedule 7.10 – EGD Satisfaction Survey

EGD	[List respondents]			
	Total EGD Respondents	*		
ACCENTURE	[List respondents]			
	Total Accenture Respondents	*		
				Total = *

1. Which organization do you belong to?	
EGD	
Accenture	

2. Do you have a direct counterpart from EGD/Accenture?	
Yes	
No	

Honesty/Integrity/Openness EGD			
	Does Not Meet	Meets	Exceeds
Consistently leads by example			
Presents facts with supporting evidence			
Presents facts in a positive and open manner			
Honesty/Integrity/Openness Accenture			
	Does Not Meet	Meets	Exceeds
Consistently leads by example			
Presents facts with supporting evidence			
Presents facts in a positive and open manner			
Honesty / Integrity / Openness EGD and Accenture Combined			
	Does Not Meet	Meets	Exceeds
Consistently leads by example			
Presents facts with supporting evidence			
Presents facts in a positive and open manner			

Schedule 7.10
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Solution Focused EGD				
		Does Not Meet	Meets	Exceeds
Consults, explores the situation, solicits feedback, and listens toward finding facts				
Generates ideas through debating pros and cons, offering proposals, and setting goals				
Solution Focused Accenture				
		Does Not Meet	Meets	Exceeds
Consults, explores the situation, solicits feedback, and listens toward finding facts				
Generates ideas through debating pros and cons, offering proposals, and setting goals				
Solution Focused EGD and Accenture Combined				
		Does Not Meet	Meets	Exceeds
Consults, explores the situation, solicits feedback, and listens toward finding facts				
Generates ideas through debating pros and cons, offering proposals, and setting goals				

Accountability EGD				
		Does Not Meet	Meets	Exceeds
Takes ownership through commitment, responsibility, volunteering, and clear delegation				
Takes action by following through, gathering information and reporting to support their actions				
Communicates throughout their organization				
Accountability Accenture				
		Does Not Meet	Meets	Exceeds
Takes ownership through commitment, responsibility, volunteering, and clear delegation				
Takes action by following through, gathering information and reporting to support their actions				
Communicates throughout their organization				

Schedule 7.10
 January 1, 2011 Customer Care Services Agreement
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Accountability EGD and Accenture Combined				
		Does Not Meet	Meets	Exceeds
Takes ownership through commitment, responsibility, volunteering, and clear delegation				
Takes action by following through, gathering information and reporting to support their actions				
Communicates throughout their organization				

Win-Win Mindset EGD				
		Does Not Meet	Meets	Exceeds
Consistently seeks to understand EGD's business goals and objectives				
Broadens the scope of the initiative and includes the appropriate stakeholders from Accenture in the solution				
Recognizes the importance of the Accenture - EGD long term relationship				
Win-Win Mindset Accenture				
		Does Not Meet	Meets	Exceeds
Consistently seeks to understand EGD's business goals and objectives				
Broadens the scope of the initiative and includes the appropriate stakeholders from Accenture in the solution				
Recognizes the importance of the Accenture - EGD long term relationship				
Win-Win Mindset EGD and Accenture Combined				
		Does Not Meet	Meets	Exceeds
Consistently seeks to understand EGD's business goals and objectives				
Broadens the scope of the initiative and includes the appropriate stakeholders from Accenture in the solution				
Recognizes the importance of the Accenture - EGD long term relationship				

Schedule 7.10
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Innovation/Creativity EGD			
	Does Not Meet	Meets	Exceeds
Reaches to determine the best practices through understanding, validating, and listening to the information provided			
Identifies all possible options as part of a solution model			
Communication is constructive and challenging but supportive			
Innovation/Creativity Accenture			
	Does Not Meet	Meets	Exceeds
Reaches to determine the best practices through understanding, validating, and listening to the information provided			
Identifies all possible options as part of a solution model			
Communication is constructive and challenging but supportive			
Innovation/Creativity EGD and Accenture Combined			
	Does Not Meet	Meets	Exceeds
Reaches to determine the best practices through understanding, validating, and listening to the information provided			
Identifies all possible options as part of a solution model			
Communication is constructive and challenging but supportive			

Comments - [Q1] - EGD	
Number	Response Text

Comments - [Q1] - Accenture	
Number	Response Text

December 20, 2010

ENBRIDGE GAS DISTRIBUTION INC.

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SCHEDULE 8.10
BUSINESS CONTINUITY PLAN

January 1, 2011

ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.

Schedule 8.10
 January 1, 2011 Customer Care Services Agreement
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Schedule 8.10 – Business Continuity Plan

Key Service Area	Maximum Allowable Downtime (Hours)
Call Handling	
Emergency Call Handling	0
Billing Call Handling	0
Collections Call Handling	0
Other Service Call Handling	0
Billing	
Billing Administration	
Billing Exceptions and Adjustment	1
Budget Billing Administration	0
Security Deposit Administration	0
Bill Calculation, Production and Delivery	0
Bill Calculation	0
Bill Production and Delivery	0
Payment Processing	0
Collection	
Outbound Call Management	0
Service Disconnection	0
Service Reconnection	0
Collection Agency Administration	0
Reporting	
Daily Service Reports	0
Weekly Service Reports	0
Monthly Service Reports	0
Quarterly Service Reports	0
Annual Service Reports	0
Other	
Correspondence Management	0
Escalated Complaints	0

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SCHEDULE 12.1.1(g)

SHAREHOLDERS AND SHAREHOLDINGS

January 1, 2011

ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.

Schedule 12.1.1(g) – Shareholders and Shareholdings

Redacted

ENBRIDGE GAS DISTRIBUTION INC.

CUSTOMER CARE SERVICES AGREEMENT

SCHEDULE 17.1

TERMINATION FEES

January 1, 2011

ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.

Schedule 17.1
January 1, 2011 Customer Care Services Agreement
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Schedule 17.1 – Termination Fees

The Table below provides a schedule of fees that will apply (i) pursuant to Section 17.1, should EGD terminate the Agreement for convenience pursuant to Section 16.2.2, (ii) pursuant to Section 17.2, should EGD terminate the Agreement pursuant to Section 16.2.3; and (iii) pursuant to Section 17.1, should EGD terminate the Agreement pursuant to Section 5.1.8.

In each case, the Termination Fee is the amount identified in the "Termination Fee" column corresponding to the month in which Service Provider ceases to provide Services for which monthly Base Fees are payable.

The Unamortized Sales Incentive column reflects the unamortized balance of the [REDACTED] incentive provided to EGD by Service Provider [REDACTED]. Notwithstanding Section 15.2 of the Agreement and in addition to Service Provider's remedies set forth therein, upon termination of the Agreement resulting from an Event of EGD Default, EGD shall pay to Service Provider the Unamortized Sales Incentive amount applicable at the relevant termination date. For clarity, the foregoing shall in no way limit the obligations of EGD under Section 17.1.

Year	Month	Unamortized Sales Incentive	Wind Down Fee	Breakage Fee	Termination Fee
2011	January	\$ [REDACTED]		\$ [REDACTED]	\$ [REDACTED]
	February	\$ [REDACTED]		\$ [REDACTED]	\$ [REDACTED]
	March	\$ [REDACTED]		\$ [REDACTED]	\$ [REDACTED]
	April	\$ [REDACTED]		\$ [REDACTED]	\$ [REDACTED]
	May	\$ [REDACTED]		\$ [REDACTED]	\$ [REDACTED]
	June	\$ [REDACTED]		\$ [REDACTED]	\$ [REDACTED]
	July	\$ [REDACTED]		\$ [REDACTED]	\$ [REDACTED]
	August	\$ [REDACTED]		\$ [REDACTED]	\$ [REDACTED]
	September	\$ [REDACTED]		\$ [REDACTED]	\$ [REDACTED]
	October	\$ [REDACTED]		\$ [REDACTED]	\$ [REDACTED]
	November	\$ [REDACTED]		\$ [REDACTED]	\$ [REDACTED]
	December	\$ [REDACTED]		\$ [REDACTED]	\$ [REDACTED]

Year	Month	Unamortized Sales Incentive	Wind Down Fee	Breakage Fee	Termination Fee
2012	January	\$ [REDACTED]		\$ [REDACTED]	\$ [REDACTED]
	February	\$ [REDACTED]		\$ [REDACTED]	\$ [REDACTED]
	March	\$ [REDACTED]		\$ [REDACTED]	\$ [REDACTED]
	April	\$ [REDACTED]		\$ [REDACTED]	\$ [REDACTED]
	May	\$ [REDACTED]		\$ [REDACTED]	\$ [REDACTED]
	June	\$ [REDACTED]		\$ [REDACTED]	\$ [REDACTED]

Remainder of Schedule 17.1 – Termination Fees

Redacted

ENBRIDGE GAS DISTRIBUTION INC.

CUSTOMER CARE SERVICES AGREEMENT

[REDACTED]

[REDACTED]

January 1, 2011

ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.

Schedule Redacted