

ENBRIDGE GAS DISTRIBUTION INC.

- and -

ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.

THIRD AMENDING AGREEMENT AND EXTENSION AGREEMENT
TO THE
CUSTOMER CARE SERVICES AGREEMENT-CORE SERVICES

January 1, 2011

THIS THIRD AMENDING AGREEMENT AND EXTENSION 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 ABSU 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 and extend the CCSA-Core in the manner and to the extent specifically set out in this Third Amending Agreement and Extension 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 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 5, Schedule 2.2A | - | Implementation of CIS-related Changes |
| Revised 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 17.1 | - | Termination Fees |

ARTICLE 2
AMENDMENTS

2.1 Term

Subsection 13.1(i)(A) of the CCSA-Core is hereby deleted in its entirety and replaced with the following:

“(A) [REDACTED] (the “Core Term Termination Date”), and”

2.2 Statement of Work

Section 5 – Implementation of CIS-related Changes of Schedule 2.2A of the CCSA-Core is hereby deleted in its entirety and replaced with the Section 5 – Implementation of CIS-related Changes of Schedule 2.2A attached to this Agreement.

2.3 Third Party Contracts

Schedule 2.7 of the CCSA-Core is hereby deleted in its entirety and replaced with the Schedule 2.7 attached to this Agreement.

2.4 Service Fees

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

2.4.2 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.

2.5 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.

2.6 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.

ARTICLE 3
APPROVAL AND EFFECTIVE DATE

3.1 Approvals

It is a condition precedent to the coming into effect of this Agreement that EGD shall have received the approval of the entering into of this Agreement from each of: (a) the Board of Directors of EGD; (b) the Board of Directors of Enbridge Inc.; and (c) the Ontario Energy Board (and which OEB approval must provide that the fees paid to Service Provider hereunder are fully recoverable in the rates EGD charges to its customers). EGD covenants and agrees to use commercially reasonable efforts to obtain each of such approvals on or prior to March 1, 2011.

3.2 Effective Date

Notwithstanding the terms of any of the provisions of Article 2 of this Agreement, the amendments to the CCSA-Core set out in Article 2 shall become effective only upon the last to occur of: (a) March 1, 2011; and (b) the 1st day of the month following the date upon which EGD receives confirmation of the last of the approvals referred to in Section 3.1 above (the "Effective Date").

3.3 Termination

If the Effective Date has not occurred (or it is determined that it will not occur as a result of the failure to obtain the approvals referenced in Section 3.1 above) on or before March 31, 2012, then, without any further action by either Party:

- (a) this Agreement shall be immediately terminated and of no further force or effect;

- (b) EGD shall forthwith pay to Service Provider an amount which is equal to: (i) [REDACTED] times (ii) the number of months, inclusive, from January 1, 2011 to the date on which it is determined that the Effective Date will not occur (the "Determination Date"); and
- (c) EGD shall thereafter pay to Service Provider [REDACTED] per month after the Determination Date until the earlier of: (i) the month in which the CCSA-Core is terminated by EGD pursuant to the terms thereof, and (ii) the month in which the Core Term of the CCSA-Core expires, without the exercise of any renewal or extension option provided for therein.

For certainty, in no event shall the total number of months in respect of which the payments in (b) and (c) above are made exceed twenty-four (24).

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 further amended by this 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.

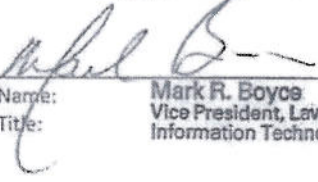
[end of text]

Customer Core Services Agreement – Core Services
Third Amending Agreement and Extension Agreement
Page 5 of 5

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: Arunas Plockaitis
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 Services
Third Amending Agreement and Extension Agreement
Page 5 of 5*

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

*Customer Care Services Agreement – Core Services
Third Amending Agreement and Extension Agreement
Page 5 of 5*

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
[Extension]

ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.

[REDACTED]

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

[REDACTED]

Schedule 2.2A, Section 5
 Customer Care Services Agreement - Extension
 Page 3 of 6

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

(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]

(c) Service Provider's Obligations

Service Provider will provide, [REDACTED] to EGD, 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.

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

Schedule 2.2A, Section 5
Customer Care Services Agreement - Extension
Page 6 of 6

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ENBRIDGE GAS DISTRIBUTION INC.

CUSTOMER CARE SERVICES AGREEMENT

SCHEDULE 2.7

THIRD PARTY CONTRACTS

January 1, 2011
[Extension]

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
[Extension]

ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.

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)	██████████	██████████	██████████

Section 2 of Schedule 2.1
 Customer Core Services Agreement - Extension
 Page 2 of 2

TABLE 1

	Core Term							Optional Renewal/Extension	
	2011	2012	2013	2014	2015	2016	2017	2018	2019
PART A - BASELINE VOLUMES									
Estimated Number of Customers	[REDACTED]								
Estimated Number of Mass Market Customers	[REDACTED]								
Estimated Number of Open B2 Customers - Shared	[REDACTED]								
- Standalone	[REDACTED]								
Estimated Number of ABC Customers	[REDACTED]								
Estimated Number of Large Volume Customers	[REDACTED]								
PART B - RATES									
Billing Service Fee	[REDACTED]								
Unit Price per Mass Market Customer	[REDACTED]								
Customer Contact Service Fee	[REDACTED]								
Unit Price per Mass Market Customer	[REDACTED]								
Collection Service Fee	[REDACTED]								
Unit Price per Mass Market Customer	[REDACTED]								
Service Fees for Extended Services	[REDACTED]								
Unit Price per Open B2 Customer - Shared	[REDACTED]								
- Standalone	[REDACTED]								
Unit Price per ABC Customer	[REDACTED]								
Unit Price per Large Volume Customer	[REDACTED]								

ENBRIDGE GAS DISTRIBUTION INC.

CUSTOMER CARE SERVICES AGREEMENT

Part A and Part B, Section 6
SCHEDULE 3.1

RATE CARD

January 1, 2011
[Extension]

ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.

Section 6 of Schedule 1.1
 Customer Care Services Agreement - Extension
 Page 2 of 4

Table SA.1 - Off-Shore

Position	CORE TERM						
	2011	2012	2013	2014	2015	2016	2017
	Billing Rate	Billing Rate	Billing Rate	Billing Rate	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							
Call Center Service Rep							
Back Office							

Section 6 of Schedule 3.1
 Customer Core Services Agreement - Extension
 Page 3 of 4

TABLE 5B

Table 5B.1 - On-Shore Management Consulting

Position	Optional Renewal [REDACTED]	
	2018	2019
	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 5B.2 - On-Shore Sustainment

Position	Optional Renewal [REDACTED]	
	2018	2019
	Billing Rate	Billing Rate
Business Lead Manager	\$ [REDACTED]	\$ [REDACTED]
Senior Business Analyst	\$ [REDACTED]	\$ [REDACTED]
Business Analyst	\$ [REDACTED]	\$ [REDACTED]
Clerk/Customer Service Rep	\$ [REDACTED]	\$ [REDACTED]

Table 5B.3 - Off-Shore

Position	Optional Renewal [REDACTED]	
	2018	2019
	Billing Rate	Billing Rate
Senior Consultant	[REDACTED]	[REDACTED]
Consultant	[REDACTED]	[REDACTED]
Business Lead Manager 1	\$ [REDACTED]	\$ [REDACTED]
Business Lead Manager 2	\$ [REDACTED]	\$ [REDACTED]
Senior Business Analyst	\$ [REDACTED]	\$ [REDACTED]
Business Analyst 1	\$ [REDACTED]	\$ [REDACTED]
Business Analyst 2	\$ [REDACTED]	\$ [REDACTED]
Clerk/Customer Service Rep	\$ [REDACTED]	\$ [REDACTED]
Back Office	\$ [REDACTED]	\$ [REDACTED]

PART B



ENBRIDGE GAS DISTRIBUTION INC.

CUSTOMER CARE SERVICES AGREEMENT

SCHEDULE 6.4

PERSON HOURS ALLOTTED TO IMPLEMENT CHANGE ORDERS

January 1, 2011
[Extension]

ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.

Schedule 6.4
 Customer Core Services Agreement - Extension
 Page 1 of 2

Schedule 6.4 - Person Hours Allotted to Implement Change Orders ([REDACTED])

	Core Term							Optional Renewal	
	2011	2012	2013	2014	2015	2016	2017	2018	2019
On-Shore Sustainment Business Lead/Manager Annual Hours	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
On-Shore Sustainment Senior Business Analyst Annual Hours	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
On-Shore Sustainment Business Analyst Annual Hours	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
On-Shore Sustainment Clerk/Customer Service Representative Annual Hours	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Total On-Shore Sustainment - Available Work Pool	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
On-Shore Management Consulting Business Analyst Annual Hours	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Total Hours	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ENBRIDGE GAS DISTRIBUTION INC.

CUSTOMER CARE SERVICES AGREEMENT

SCHEDULE 17.1

TERMINATION FEES

January 1, 2011
[Extension]

ACCENTURE BUSINESS SERVICES FOR UTILITIES INC.

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]

[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