

**REDACTED**

Request for Change

Change Management

**REQUEST FOR CHANGE (RFC)**

**IDENTIFICATION**

RFC Number	N/A	In / Out of Scope	<input type="checkbox"/> In scope <input checked="" type="checkbox"/> Out of scope
Originated on	May 3 <sup>rd</sup> , 2011	Originator (email)	pspangenberg@enersource.com
Required by date	August 12 <sup>th</sup> , 2011	Approver (email)	jennifer.hayes@atos.net
Title	Enersource: SLA- Speed to Answer change to 84% in 30 seconds		

**Description of Change**

Request the Service Level Agreement target currently in place of 80% in 30 seconds be increases to 84% in 30 seconds as of January 1<sup>st</sup>, 2012.

**Assumptions :**

- AHT: 3 minutes 9 seconds
- Call Volumes will follow forecast and the monthly call distribution will follow historical trends
- Speed to Answer of 84% in 30 seconds as per the calculation method used by SIS/ATOS and the industry standard equates to the 80% in 30 seconds per the calculation method utilized by EHM.

This is the only change to SLAs that this CR is related to. See the 'Offer Prices & Payments Profile' section for any fees or changes to Price per call pertaining to this CR.

Affected region/ Organizations	Canada	Affected Components	<input checked="" type="checkbox"/> System/Tools <input type="checkbox"/> Processes <input checked="" type="checkbox"/> Business <input type="checkbox"/> Voice <input type="checkbox"/> Other
Attachments	<Insert>	Type	<input type="checkbox"/> Urgent <input checked="" type="checkbox"/> Standard

**Justification or Productivity Benefit**

Improved EHM customer service and alignment of SLA targets with the internal incentive programs of EHM.

**ASSESSMENT \***

Priority (Urgency)	<input type="checkbox"/> Immediate <input checked="" type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low	Category (Impact)	<input type="checkbox"/> Minor <input type="checkbox"/> Significant <input checked="" type="checkbox"/> Major
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**Likely Impact on SLA and/or Interfaces during Implementation**

Implementation Date	January 1 <sup>st</sup> , 2012	Time slot in EST	7:30 a.m.
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Impact Description	Tightening of SLA performance for the Speed to Answer from 80 to 84%. This means that 4% more of all calls need to be answered within 30 seconds.
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Affected Organizations	EHM & SIS/Atos
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Offer Price & Payment Profile (one time or monthly/yearly, planned or non-planned, etc.) to carry out requested Change

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<b>Implementation Plan</b> Any staffing or schedule changes will be addressed to meet the new SLA effective January 1 <sup>st</sup> . Reporting updates will be completed for Monday, January 1 <sup>st</sup> 2012.	<b>Rollback Plan</b> N/A
<b>AGREEMENT</b>	
<b>Authorized Representative – Enersource</b>  [REDACTED] V.P. Customer Care & Billing ( <a href="mailto:spotochik@enersource.com">spotochik@enersource.com</a> )  [REDACTED] Dan Pasioro, P.Eng., MBA Executive Vice President & Chief Operating Officer ( <a href="mailto:dpasioro@enersource.com">dpasioro@enersource.com</a> )	<b>Authorized Representative – Atos (email)</b>  Jennifer Hayes Commercial Accounts Manager Siemens IT Solutions & Services Inc., as of July 1 <sup>st</sup> 2011 an Atos company

### Description of fields:

- RFC Number**  
A unique number assigned to each RFC. It is assigned by the change manager. Requester leaves this field empty.
- In/Out of Scope**  
If the change is covered by SOW (or contract) then check "In Scope" box otherwise check "Out of Scope" box.
- Originated on**  
Enter date when you submitted this request to the change management team.
- Originator**  
This is contact email address of the requester. Enter your complete email address.
- Required by Date**  
Enter a date when you anticipate the change to complete. Avoid using ASAP or earliest possible, etc. in this field.
- Approver**  
This is contact email address of the person who approves the change. Typically, a person who can approve the cost (if any) incurred by the change or someone who has authority to make the change. Usually, a department manager or higher level position can be an approver.
- Title**  
Enter a meaningful title of the change. "Creating a new Clarify queue", "Adding a new service", etc. are some of the examples of change title.
- Description of the Change**  
Enter a concise but complete description of the requested change in this field. Please note that more information you provide faster the change can be implemented. Requests without this information will be returned back to you.

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**9. Affected Regions/Organization**

List all regions, organizations or departments affected by this change. If you are not sure about all the regions, then enter only your region, organization or department in this field. It will be updated as more analysis is done.

**10. Affected Components**

Check all the components impacted by this change. If you are not sure about all the components then check at least one component that is most impacted.

**11. Attachments**

Insert attachments if any in this field.

**12. Type**

Check the type of this change. Urgent changes get priority over standard change.

**13. Justification or Productivity Benefit**

Describe your justification for requesting this change or any productivity benefits that can be gained by implementing this change. Requests without any justification or benefit are not accepted and will be returned to you.

**14. Priority**

Check appropriate priority box based on the urgency of the change. "Immediate" priority has highest precedence whereas "Low" priority has the lowest precedence. Make sure that you select appropriate priority so that it reflects the real scenario and it does not jeopardize existing requests. Also note that priority can be changed later in case Change Advisory Board (CAB) decides to do so.

**15. Category**

This field determines the extent of the impact your request will have to the overall operation of service desk. If you are not sure which check box accurately reflects the impact then select the best one. Change manager can later determine exact impact of the change and make necessary change.

**16. Implementation Date**

Implementation date is determined either by change manager or by CAB based on the impact and priority of the change. Requester can leave this field empty.

**17. Time Slot in EST**

It is the time (in EST) suitable to implement the change. It is usually determined by the implementation team. However, requester can suggest a time for change implementation that makes lowest impact to their operation.

**18. Impact Description**

Typically this field is filled by change manager or change owner after they assess complete impact of the change. However, requester can fill some details in this field if they have its impact information.

**19. Affected Organizations**

This field is filled by change owner or change manager after they determine organizations affected by this change. Requester can leave this field empty.

**20. Price Plan**

Changes can have one time implementation cost or on-going cost that is not covered by the contract or was not accounted for. This field logs the cost of the change and its profile. Usually this is filled after performing detailed assessment of the change.

**21. Implementation Plan**

Implementation plan is documented by the change owner or change implementation group. Requester can leave this field empty.

**22. Rollback Plan**

This is documented by change manager or change implementation team. Requester leaves this field empty.

Issue: 4.1  
SEC  
IR #27  
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Enersource Hydro Mississauga Inc.  
EB-2012-0033  
Filed: July 31, 2012  
Exhibit KT 2.2 - REDACTED  
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**23. Authorized Representative (Customer)**

Enter email address of the person who authorizes this change to implement. This is mandatory field and change will not be implemented without filling this field.

**24. SIS Approval**

This is email address of authorized SIS representative. Change is not implemented without approval from this representative.

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### HISTORY OF SERVICE AGREEMENT

<u>Date</u>	<u>Title</u>	<u>Parties</u>	<u>Changes</u>
October 2003	Primary Agreement (Service Agreement)	Siemens Business Services Canada Inc.  And  Enersource Corporation	Original Agreement
July 19, 2004	First Amending Agreement	Enersource Corp.  And  Siemens Business Services Canada Inc.	No name change
September 28, 2005	Second Amending Agreement	Enersource Corporation  And  Enersource Hydro Mississauga Inc.	Enersource Corporation assigns all its rights and obligations in the Primary Agreement to Enersource Hydro Mississauga Inc.
September 28, 2005	Third Amending Agreement	Siemens Business Services Canada Inc.  And  Enersource Hydro Mississauga Inc.	No name change
October 23, 2006	Fourth Amending Agreement	Siemens Business Services Canada Inc.  And  Enersource Hydro Mississauga Inc.	No name change
June 2008	Fifth Amending Agreement	Enersource Hydro Mississauga Inc.  And  Siemens Canada Limited	Name Change:  By an amalgamation with other corporations, effective October 1, 2007, Siemens

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### HISTORY OF SERVICE AGREEMENT

<u>Date</u>	<u>Title</u>	<u>Parties</u>	<u>Changes</u>
August 7, 2009	Sixth Amending Agreement	Enersource Hydro Mississauga Inc.  And  Siemens Canada Limited	Business Services Canada Inc. became "Siemens Canada Limited"  No name change
June 16, 2010	Letter re Transfer of Service Agreement	Enersource Hydro Mississauga Inc.  And  Siemens IT Solutions and Services Inc.  *This has not been finalized and agreed by us.	Effective July 1, 2010, Siemens Canada Limited will transfer its IT Solutions and Services business, et al, to Siemens IT Solutions and Services Inc.  The transfer will affect the contractual relationship.  With such transfer, Siemens IT Solutions and Services Inc. assumes all rights and obligations of Siemens in connection with this agreement.

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**SIEMENS BUSINESS SERVICES CANADA INC.**

**AND**

**ENERSOURCE CORPORATION INC.**

**Service Agreement**

This Agreement made this 8 day of October, 2003, by and between Siemens Business Services Canada Inc., hereinafter "SBS" and Enersource Corporation, hereinafter "Client."

**WITNESSETH:**

WHEREAS, SBS provides call centre services to its clients;

WHEREAS, Client desires to become a client of SBS for the purpose of availing itself of the right to receive certain services offered by SBS to its clients; and

WHEREAS, the Parties desire to set forth in this Agreement the terms and conditions that shall apply to the provision of services to Client by SBS.

NOW, THEREFORE, in consideration of the terms and mutual covenants contained herein, the parties agree as follows:

1. Interpretation.

- (a) The following terms as used herein shall have the following respective meanings:
  - (i) "Monthly Service Fee" has the meaning set out under such heading in Exhibit A,
  - (ii) "Initial Term" has the meaning ascribed thereto in Section 4.



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- (iii) "Intellectual Property" shall mean all trademarks, trade names, service marks, logos, copyrights, patents, trade secrets and other intellectual property rights now or hereafter owned by or used by either party.
  - (iv) "Minimum Standards" shall mean those standards described in the attached Exhibit B.
  - (v) "Service Levels" shall mean those service levels described in the attached Exhibit C.
  - (vi) "Services" shall mean the Call center Services described in the attached Exhibit A.
  - (vii) "Substantial" is defined as any change that fundamentally alters the nature and or scope of the contract and inherent services provided as agreed to by both parties.
- (b) All references to dollars or "\$" shall be deemed to be references to the lawful currency of Canada.
- (c) The division of this Agreement into sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "herein", "hereto", "hereof" and other similar expressions refer to this Agreement and not to any particular section. Any exhibits or schedules attached hereto are incorporated by reference hereto and deemed to be part hereof.

2. Services. Client agrees to purchase the Services from SBS and SBS agrees to provide the Services. During the time that SBS is providing any of the Services on behalf of Client, SBS shall be the exclusive provider of such selected Services and the Client may not provide to a third party or obtain such selected Services, through another contractor.

3. Payment.

- (a) Client shall pay SBS the fees set forth in Exhibit A for the Services, provided that the Fees, and obligations shall not come into force prior to the date on which SBS begins to provide the Services to the Client.
- (b) Except as otherwise set forth in Exhibit A, any payments due SBS from Client will be invoiced once a month after service is provided and will be due and payable upon receipt by Client of the invoice from SBS. Each such invoice delivered to the Client will provide details of the charges to Client including applicable reference numbers. Any sum due to SBS that is not paid within



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thirty (30) calendar days of its due date shall bear interest from the due date thereof to the date of payment at a rate of interest equal to twelve percent (12%) per annum, calculated and payable monthly. If, after having been given fifteen (15) days notice, Client defaults in payment of any amount when due or any interest thereon, then SBS may in addition to any other rights or remedies at law or under this Agreement withhold further Services until such failure is terminated.

- (c) SBS may change the monthly service fees following the Initial Term upon 180 days' prior written notice to Client.

4. Term. This Agreement shall commence upon the date hereof and continue for a period of 24 months (the "Initial Term") after February 1, 2004. Thereafter, this Agreement shall continue on a yearly basis unless and until one party terminates as per outlined in clause 14 "Termination".

5. Intellectual Property Rights. Client shall have the non-exclusive right to use any documentation or property provided by SBS for business purposes only, in accordance with the terms of this Agreement. All Intellectual Property of SBS shall be and remain the property of SBS. All Intellectual Property of Enersource Corporation shall be and remain the property of Enersource Corporation. Upon termination or expiration of this Agreement each party shall cease using any Intellectual Property of the other party and shall return all such Intellectual Property and shall not thereafter adopt or use any colourable imitation of any such Intellectual Property.

6. Security and Confidentiality.

- (a) SBS shall take all reasonably necessary and appropriate measures to keep secure and to keep confidential, (including the establishment of electronic firewalls to limit access to Client Data, as defined below) all information, regardless of format, which it receives, which relates to the Services provided hereunder and the customers, assets, facilities, operations or finances of the Client ("Client Data"). SBS shall restrict access to the Client Data to those of its representatives who have a need to know such information for the purpose of executing SBS's obligations or exercising SBS's rights under this Agreement.
- (b) Each Party agrees to be responsible for any breach of the confidentiality provisions of this Agreement by any of its representatives.
- (c) The Parties agree that all non-public documents, reports and data, including all data relating to the customers, assets, facilities, operations, marketing sales, policies, strategies, finances, plans or opportunities of customers obtained, generated or developed in the course of the performance of Services pursuant to this Agreement will be deemed to be Confidential Information of the disclosing Party and, as between the Parties, shall be the sole and exclusive property of the disclosing Party.

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(d) Upon termination of this Agreement or if a Party requests the return of its Confidential Information, such Confidential Information will be returned and any copies thereof destroyed, except that any documents that have been prepared by the recipient Party from publicly available information or from information not obtained from the other party pursuant to this Agreement may be retained by the recipient Party.

(e) This Agreement imposes no obligation upon a recipient Party with respect to the Confidential Information which (a) was in the recipient's possession before receipt from the disclosing Party; (b) is or becomes a matter of public knowledge through no fault of the recipient; (c) is rightfully received by the recipient from a third party without a duty of confidentiality; (d) is disclosed by the disclosing Party to a third party without a duty of confidentiality on the third party; (e) is independently developed by the recipient; (f) is disclosed under operation of law; or (g) is disclosed by the recipient with the disclosing Party's prior written approval.

7. Warranties, Disclaimer of Warranties: Limitation of Liability. SBS warrants that the Services will be performed with reasonable skill and care and by qualified persons authorized by SBS to perform the Services. Warranties contained in this Agreement are in lieu of any other warranties or conditions express or implied, including statutory warranties. Neither Party warrants or represents that any Service, Service Level or Minimum Standard, will prevent any loss, including, but not limited to, loss by burglary, robbery, fire, medical emergency or environmental emergency. Neither Party shall be liable for indirect, incidental, consequential, any loss of profits, revenue, loss of data or data use, exemplary or punitive damages, whether suffered in tort, equity, contract or otherwise.

SBS's liability for direct damages hereunder shall in no event exceed 3 Months worth of fees paid by Client under this Agreement. Client liability for direct damages hereunder shall in no event exceed three months worth of fees paid by Client under this Agreement.

8. Insurance. SBS shall maintain at its expense: Workers' compensation and Employer's Liability Insurance and Commercial General Liability Insurance. If said insurance policy is to be cancelled or changed by insured or insurer so as to affect the coverage required by this contract, at least ten (10) days prior written notice of such cancellation or change shall be sent to Client at the address to which invoices are to be sent by SBS.

9. Indemnity. Each Party shall indemnify, hold harmless and defend the other Party from all claims, damages and liability, of any nature whatsoever, arising out of or in any manner related to the gross negligence or wilful misconduct of that Party or its officers, agents or employees, subject to the limitation of liability expressly set forth herein; provided the Party seeking indemnification provides prompt notice of all claims and provides the reasonable authority and assistance

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necessary for the Party providing the indemnification to fulfill its obligations hereunder and provided the Party seeking indemnification provide prompt notice of all claims and cooperates with the other Party in respect of, and affords the other Party an opportunity to participate in, the defense and all related settlement negotiations.

10. Force Majeure. Except for the payment obligations hereunder, neither Party shall be liable for any delay in performance or non-performance of any of its duties assumed hereunder if delayed, hindered or prevented from performance due to any cause beyond its control including, by way of illustration, riots, labour disputes, vandalism, fire, flood, or acts of God, to the extent necessary for the period that such cause renders such Party unable to perform such obligation.

11. Arbitration. Any dispute, controversy or claim arising out of or in connection with this Agreement shall be determined and settled by arbitration in Toronto, Ontario, pursuant to the rules then in effect of the Arbitration Act, Ontario, as modified by this section. Any award rendered shall be final and conclusive upon the parties, their successors and assigns, and a judgment upon such award may be entered in a court having competent jurisdiction. The procedure mandates the Arbitration Act shall be modified as follows;

- (a) Arbitration will be conducted by a single neutral arbitrator who is knowledgeable in the area of cooperatives and information and communications services;
- (b) Arbitrator is to follow the substantive rules of law and evidence;
- (c) Allow for the parties to request discovery pursuant to the rules then in effect under the Ontario Rules of Civil Procedure for a period not to exceed 90 days;
- (d) Require the testimony to be transcribed; and
- (e) Require the award to be accompanied by findings of fact and a statement of the reasons for the decision.

All reasonable costs and expenses of the arbitration, including the arbitrator's fees and legal fees, shall be borne equally by the parties.

12. Taxes. Client shall be responsible for and shall pay all applicable sales or similar taxes imposed by any local, provincial, national or international public entity with respect to the fees payable by the Client in respect of the Services.

13. Termination.

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(a) Termination With Cause. This Agreement may be terminated by either party upon the occurrence of any of the following events:

- (i) The other party is in breach of any material provision of this Agreement and fails to remedy such breach within 30 days after written notice of such breach from the non-breaching party;
- (ii) The other party becomes insolvent, files for bankruptcy protection or other relief from its creditors, or is otherwise the subject of a bankruptcy petition, or makes an assignment for the benefit of its creditors; or
- (iii) The other party is in non compliance of any federal, state, provincial or local statute, ordinance, regulation or rule and fails to cure such non compliance within 10 days of written notice of non compliance from the first party.

(b) Termination Without Cause. This Agreement may be terminated after the completion of the contract period by either party, upon one hundred and eighty days (180) days written notice to the other party. Client will pay SBS the agreed fee for all work or services for satisfactory work performed until date of termination.

14. Notices. Any notice required hereunder shall, unless otherwise provided herein, be effective upon deposit in the Canadian mail, postage prepaid, addressed to the appropriate party at the following addresses or upon confirmed fax sent to the appropriate party at the following fax numbers:

Siemens Business Services  
Canada Inc.  
2185 Derry Road West  
Mississauga, Ontario L5N 7A6  
Canada

Enersource Corporation  
3240 Mavis Road  
Mississauga, Ontario L5C 3K1  
Canada

Att: Michael Rockert, CEO  
Fax: 905-819-5807

Att: Gunars Ceksters, President & CEO  
Fax: 905-566-2700

15. Entire Agreement, Modification. This Agreement constitutes the entire agreement between the parties, and no modification hereof shall be valid except in writing signed by both parties.

16. Governing Law. This Agreement shall be interpreted according to and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

17. Relationship Between Parties. The legal relationship between the Parties established by this Agreement is not intended to be, and shall not be deemed or



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considered to be, one of agent-principal, partnership, joint venture, co-venture or trustee-beneficiary and therefore neither Party will owe any fiduciary or similar duty to the other Party under this Agreement, all of which are expressly disclaimed.

18. SBS Personnel. The persons providing the Services shall be SBS employees or contractors and the call centre location shall be located in Mississauga. SBS will be solely responsible for the supervision of all SBS employees and contractors required to provide the Services and for payment of all of their salaries, benefits, remuneration and employee-related taxes and withholdings.

19. Computer and Phone Systems. Except as provided in this Agreement, SBS will provide and pay for all equipment, telemetry, telephone networks, software and facilities required by SBS' Minimum Standard. Client will provide and pay for all equipment, telemetry, telephone networks, software and facilities required by Client's Minimum Standards and other such equipment, telemetry, networks, software and facilities as provided in this Agreement.

20. Transfer or Assignment. Neither Party shall assign this Agreement in whole or in part or any rights or obligations under this Agreement to any Person without the prior written approval of the other Party, provided, however, that the Client may assign its interest hereunder to any of its majority owned affiliates, provided such affiliate first agrees in writing to be bound by the terms of this Agreement. Any Party's transfer or assignment in violation of this Section shall be void.

21. Severability. If any provision of this Agreement is declared or rendered unlawful or unenforceable in any jurisdiction by a court of law, a regulatory agency or an arbitrator or arbitration tribunal with jurisdiction over the Parties or the Agreement or is deemed unlawful or unenforceable because of a statutory change, this Agreement shall be ineffective as to such jurisdiction to the extent of such unlawfulness or unenforceable without invalidating or affecting the validity or enforceability of the remaining provisions of this Agreement and without invalidating or affecting the validity or enforceability of any of the provisions in any other jurisdiction in which they are enforceable.

23. Attornment and Selection of Forum. For the purposes of any legal proceedings arising in connection with this Agreement, each of the Parties attorns to the original and non-exclusive jurisdiction of the courts of the Province of Ontario and the courts of the Province of Ontario shall have original and non-exclusive jurisdiction in relation to any such legal proceedings. The Parties' attornment to the courts of the Province of Ontario does not limit the Parties' agreement in Section 12 to arbitrate disputes.

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23. Further Assurances. The Parties shall, from time to time, at the written request of a Party, execute and deliver all such other agreements, instruments and documents as may be reasonably required to effect the intent and purpose of this Agreement.

24. Enurement. This Agreement shall enure to and be binding upon the permitted successors and permitted assigns of the Parties.

25. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed shall be, and be deemed to be, an original instrument and such counterparts together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission.

26. SBS Privacy Contractual Terms.

(a) Client and SBS are each responsible for complying with their respective obligations under applicable data and privacy protection laws, codes of practice and other legal and regulatory obligations (collectively "Privacy Laws").

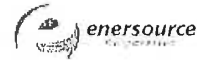
(b) With respect to personal information about an identifiable individual transferred or otherwise made available to SBS by Client or by any third party on Client's behalf ("Personal Information"), including without limitation any Personal Information of Client's customers, employees, contractors and suppliers, Client warrants, covenants and agrees:

- (i) That the Personal Information has been legally obtained;
- (ii) That client has the power and/or has obtained all necessary consents from the subject individuals required under applicable Privacy Laws to enable the Personal Information to be: (i) transferred, disclosed or otherwise made available to SBS; and (ii) processed, copied, analyzed, altered, combined, stored, deleted, destroyed, transferred or otherwise used by SBS, provided such use by SBS is in accordance with this Agreement; and
- (iii) None of the activities for which it has engaged SBS under this engagement will involve the commission by SBS of any act which is in contravention of Privacy Laws applicable to SBS, provided SBS performs such activities in accordance with this engagement.

(c) In the event that any transfer to or use of Personal Information by SBS is or, in SBS' reasonable opinion, is likely to constitute an infringement of applicable Privacy Laws, SBS shall not be required to perform any further activities under this Agreement with respect to such Personal Information (to the extent such activities are or may be infringing) and both parties together shall use commercially reasonable efforts to agree to a non-infringing method of performing such activities with respect to such Personal Information.

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(d) Each party agrees to indemnify, defend and hold harmless the other party, its directors, officers, shareholders, employees and agents against all claims, demands, or causes of action that may arise from a breach of the foregoing privacy and data protection obligations by the other party or its subcontractors, agents and affiliates. Each party shall promptly notify the other party of any such claim, and shall co-operate and provide assistance to the other party in the defence or settlement of such claim at the other party's expense.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Enersource Corporation

By

Title

Siemens Business Services Canada Inc.

By

Title



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**EXHIBIT A**

**CALL CENTER SERVICES**

**Description Of Services**

(a) Main Services

Client in its ordinary course of business provides call center services to its customers. SBS shall answer telephone calls placed by Client's customers to Client for services listed below, which are routed to SBS by Client. Access to the Client's systems will be via a LAN connection provided by Enersource Telecom Inc. SBS will provide such telephone call center services Monday to Friday 8:30am – 5:00pm except officially recognized Enersource Corporation statutory holidays (see Exhibit F for specific days). Emergency Services calls will be dispatched on a 7x24x365 basis.

In order to provide services described in this agreement, SBS requires to activate the account. As part of its activation phase, SBS develops and implements client specific call center, escalation and quality procedures, creates report templates, performs train the trainer sessions and finally trains & tests all agents to be assigned to the client's account.

On-going Services covered under this agreement are for Enersource Hydro Mississauga's residential and commercial customer accounts and Enersource's water heater customer accounts

***Business Hours***

- **Billing & Collection**  
Calls include general inquiries regarding the bill, and associated usage charges; disputes regarding usage; usage billed to the wrong account; payment inquiries; payment arrangements; payment confirmation; copies of bills, etc.
- **Repair**  
Customers call into the center to report troubles and outages with their hydro and/or rented water heaters.
- **General Inquiry**  
These include name change; meter readings; letters of reference; hours of operations; payment locations, etc.

***Outside Business Hours***

- **Emergency Services**  
These are calls outside of Client's business hours for Disconnects, Water heaters problems and outages.

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Upon answering a call, SBS agents shall gather information from the caller based on documented processes. SBS agents will utilize the graphical user interface ("GUI") provided in order to complete the relevant fields on the GUI using the information supplied by the caller, and enter such information to the client's Orcom Solutions CIS software. When instructed SBS will resolve to closure in accordance with approved and documented processes by contact type.

SBS will monitor one call per agent per day for the first three months of employment and 2 calls per month per agent after the first three months for the remainder of the term. SBS will record 2 calls per month per agent and also provide feedback to the Client on 2 calls per month per agent. SBS will also provide ongoing, regular feedback to agents as part of the supervisors' role. SBS will also generate a report in accordance with the reporting scheduled as detailed in Exhibit D.

(b) Additional Services

*Customer Survey*

Client requested from SBS to conduct one customer survey per year of the client's customers. SBS and client will jointly develop the survey questions and gather customer information as required. The survey method will be determined within 6 month after contract start date.

*Documents On-Demand*

Client requested from SBS to provide its customers documents on-demand. This service enables SBS to send out via Fax, Email or Mail the following items;

- Brochures
- Letters of Reference
- Payment Method
- Copy of Monthly Bill
- Authorization Forms
- Rates

Marketing material and brochures, forms, and all information not made electronically available to SBS and required for this service will be provided by the client.

(c) Forecasting

During the Activation Period, Client and SBS will develop a Call volume forecasting process according to which the client will provide call volume forecasts to SBS, to enable SBS to more properly assess the staffing requirements for the call centre.

Client and SBS will agree upon a tolerance for the accuracy of the Call volume forecast provided to SBS by the client. Any day that has a call volume exceeding the agreed tolerance will not be considered within the monthly SLA.

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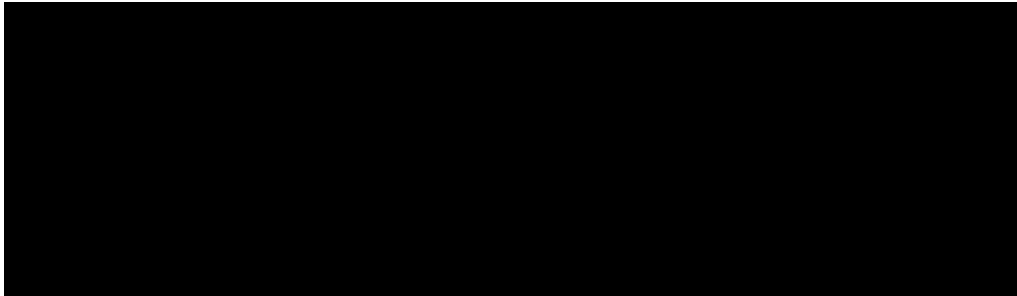
Client will provide SBS on a quarterly basis with a 6-Month rolling forecast of projected call volumes, call types and any additional factors that may impact call volumes, call types and call durations.

**Monthly Service and Other Fees**

Client shall pay SBS monthly and other fees for Services as follows:

**(a) Monthly Service Fee**

Client shall pay SBS a monthly service fee based upon a per call fee as set out below. The number of calls per month is determined using ACD Total Call Report. A detailed monthly report will be provided to account for total calls, and shall be subject to periodic independent verification by Client, as mutually agreed to by the Parties.



**Quarterly Adjustment**

After the first 6 months of the contract term any improvement of the call duration and any resulting savings will be shared jointly between SBS and Enersource Corporation. [REDACTED]  
Any savings will be credited towards the first bill of the following quarter.

**(b) Additional Programming Fee**

Additional programming fees, beyond initial installation, may be billed on a time and material basis [REDACTED]

[REDACTED] SBS assumes initial installation of the GUI will not be required since Client application will be web based.

**(c) Activation Set-Up Fee**

**REDACTED**

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[REDACTED] Any substantial new requirements due to a change in process, or a substantial change in call volume that would require additional agents will require additional training and setup fees to be paid by Enersource Corporation.

Activation fees are based on receiving an appropriate level of documentation that allows SBS to perform training without having to modify such documentation (e.g. new process for handling call, wrong screen shots). In case of non-compliance, SBS reserves the right to modify submitted pricing in order to gather, re-create or create appropriate training documentation. Documentation includes; Training documentation for all systems to be used by SBS (Orcom, Helpdesk Database, IDOC & Equifax), processes for call handling and all industry policies applicable to delivery of service by SBS.

(d) Customer Survey

SBS and Client will within the first contract year jointly develop a Customer Survey process including questionnaire, method of survey and reporting. Incremental fees will be due and payable to SBS after each Customer Survey.

(e) Documents On-Demand

SBS and Client will agree to the methodology, processes and fees surrounding provision of Documents On-Demand. Incremental fees (per transaction) will be compiled, due and payable to SBS on a monthly basis.

**REDACTED**

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## EXHIBIT B

### MINIMUM STANDARDS

#### DESCRIPTION OF STANDARDS

Each Party shall be responsible for complying with their respective Minimum Standards set forth below.

#### A. Client Minimum Standards

##### 1. Software.

1.1. Orcom. Client shall provide SBS with access to the Orcom Solutions CIS software installed at Client's location.

1.2. Client shall provide SBS with the appropriate GUI software, including but not limited to obtaining sufficient license rights for client and host installation required for SBS to perform the Services.

##### 2. Informational Changes.

2.1. Client shall provide SBS a reasonable advance notice of performing any changes to Client's corporate computing environment that may affect the performance of the Services.

2.2. Change information should be relayed to SBS via fax or email utilizing the Change Control Form provided in Exhibit E and should follow the established Change Control procedure detailed in Exhibit E.

##### 3. Telephone Transfer.

3.1. Client's call transfer mechanism must be capable of transmitting Automatic Number Identification (ANI) information to SBS' telephone.

3.2. Client is responsible to maintain the IVR system. All changes to the IVR that affects SBS delivery of service must be documented and approved by both parties through the change request process.

##### 5. Corporate Computing Environment.

5.1. Client shall maintain all relevant computing host(s) connected to a Firewall that has access to the 5Mbps Transparent LAN Service (provided by Enersource Telecom Inc) to SBS' Shawson Drive facility in Mississauga.

**REDACTED**

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5.2. Client may elect to maintain a Firewall running VPN Software Firewall to Firewall using Internet Security Association and Key Management Protocol (ISAKMP) (RFC 2408), configured with appropriate security keys and a secure tunnel established between SBS and Client through the 5Mbps Transparent LAN Service.

5.3. Client shall provide SBS with access to Client's hosts (e.g. Orcom, Helpdesk Database, IDOC, Equifax etc.) including user ids and passwords (with sufficient access authority and quantity) for SBS to efficiently perform the required Services.

6. Project Management.

6.1. Client shall assign a manager, who shall be responsible to provide technical assistance and to work with SBS's project manager to facilitate the efficient performance of the Services.

B. SBS Minimum Standards.

1. Corporate Computing Environment

1.1. SBS shall provide the required number of computers for its agents to use and perform the required Services. These computers will be connected via internal IP Local Area Network to a Firewall that has access to the 5Mbps Transparent LAN Service (provided by Enersource Telecom Inc) to Client's 3240 Mavis Road location.

1.2. If client elects to maintain a Firewall running VPN software, SBS will comply and maintain a Firewall running VPN Software for a Firewall to Firewall connection using ISAKMP (RFC 2408), configured with appropriate security keys. A secure tunnel will be established between SBS and Client through the 5Mbps Transparent LAN Service.

2. Project Management.

2.1. SBS shall assign a project manager who shall be responsible to work with Client's manager to facilitate the efficient performance of the Services



**REDACTED**



## **Exhibit C**

### **Service Level Objectives**

SBS, from its location in Mississauga, Ontario will provide the Services for Client. The service level objectives for call center services are as provided below.

#### Call Center Performance Expectation

- Average Answer Speed – 80% within 30 seconds

SBS's objective is that the agent will answer calls within 30 seconds of the call being transferred from Client's IVR to the agent's phone on at least 80% of calls received.

- Abandon Call Rate – less than 6%

The percentage of calls abandoned after Client's IVR announcement and 10 sec after transfer to queue. SBS's objective is an abandonment rate of less than 6% of all calls that complete the IVR process.

- Escalated Calls Rate – less than 5%

Represents the percentage of calls escalated to the Client's internal support team. SBS's objective is to maintain an escalated rate of less than 5% of all calls that complete the IVR process and for which the information exists in the helpdesk database and has been provided to SBS. SBS and client will jointly determine the method to measure the escalated call rate.

- First Time Call Resolution – minimum of 85%

The percentage of calls resolved by the Helpdesk on the client's customer first call that complete the IVR process.

#### Exclusions

All service level objectives metrics exclude any substantial regulation or billing changes as well as any time periods where circumstances outside of SBS control prevent SBS from meeting the Service Level Objectives. Service Level metrics will also exclude all failures related to the usage of VPN due to its lack of reliability.



**REDACTED**

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Expectations

Adjustments for system failures or issues out of the control of SBS will be discussed and allowances made, should those agreed upon issues impact our Service Levels.

Enersource Corporation expects that SBS will make every effort to meet the Service Levels on a daily basis.

## REDACTED



### Exhibit D Reporting

SBS will generate reports on established and agreed upon schedule  
Reports will be available on-line, via email and/or on CD

The following reports will be required;

#### Daily Report

- ACD report
  - Call Volume
  - Call Abandon

#### \*Monthly Scorecard Report

The monthly scorecard represents a quick overview of SBS performance that includes;

Call Volumes	Quality Scores**
Service Levels**	Customer Feedback

\*\*Service Levels and Quality Scores reporting provide all necessary metrics related to monitoring of service performance. Daily performance and SLA exception reporting will be jointly developed between both Parties. Any additional reports required will be mutually agreed upon by both Parties.

\*NOTE: Client is to provide raw data from Orcom system in order for SBS to generate reporting information.

**REDACTED**



## **Exhibit E Change Control**

### **Change Control**

Any substantial change to a process or the engagement (whether cost impacting or not) will be co-ordinated by the SBS Service Delivery Manager. Changes and/or change requests will be processed under the SBS Change Management process as defined below in the section "Change Control Process".

Change Management consists of the following tasks:

- Process Statement of Work change requests
- Analyze impact of proposed changes, including cost, affect on existing service delivery, and/or affect on current environment and process
- Create Change Orders upon acceptance of Change Request
- Create attachments to existing engagement to support Change Orders
- Maintain file copies of all Change Requests and Change Orders

### **Change Control Process**

A Change Request Form (CRF) must be completed for all substantial requested changes from what is detailed in this Statement of Work. The SBS Program Manager has the responsibility for managing Change Requests for the required scope, cost, schedule, and quality of work. Both SBS and Client will designate single points of contact from their organizations who will be responsible for the completion of the Change Request Form and logging the change in the central Change Management log.

The following process will be followed if a change to this engagement is requested:

1. A Change Request Form (CRF) will be the vehicle for communicating change. The requester must document in detail the change sought and the rationale or justification for the change. When completed, the Change Request will be forwarded to the SBS Service Delivery Manager for further action.
2. Either party can make a change request of the other.
3. Upon receipt of the CRF, the SBS Service Delivery Manager will facilitate the change to the following guidelines:
  - Change requests are evaluated and costs associated with the requested change are identified
  - The parties have 10 business days to review the change request and accept or reject
  - Upon acceptance, the Change Request becomes a Change Order and is implemented by the Program Managers, both Client and SBS
  - If rejected there is a mutually developed, pre-defined appeal/escalation process
  - All Change Requests and Orders are filed with the SBS PMO

## REDACTED

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4. Written Change Authorization is signed by both parties to authorize implementation of the investigated changes. The change will be documented and made part of this engagement as an addendum.

## REDACTED



### Change Request Form

The following is a sample Change Request Form (CRF) to be used in conjunction with the agreed upon Change Control Process as described in Exhibit E for managing changes.

Date
Record No.

Project Name		Project No.	
Current Phase			
Project Manager			

### PROPOSED CHANGE DEFINITION

Short Name					
Description of Change					
THE CHANGE IS	External to Scope		Internal to Scope		
Areas Impacted					
Project Impacts	Cost				
	Schedule				
	Benefits				
Recommended Action	Implement		Defer		Reject
Recommended by			Date		

### APPROVALS

Authority	Name	Signature	Date
Submitted for Approval (Project Manager)			
Approved to Proceed (Client)			
Approved to Proceed (Sponsor)			

**REDACTED**



## **Exhibit F Various Assumptions**

### **Enersource Corporation Holidays**

Enersource Corporation Call Center will be closed for the following statutory holidays:

However those services classified as Emergency will be serviced 7x24x365.

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving
- Christmas Eve (1/2 day)
- Christmas Day
- Boxing Day
- New Years Eve (1/2 day)

### **Baseline Processes**

The final processes will be defined during Activation in a separate scope document and will be signed-off by both Parties. Any substantial deviation could result in a cost re-assessment, of which the parameters will be agreed upon by both Parties.