

**SERVICES SCHEDULE TO THE INTERCORPORATE SERVICES AGREEMENT
BETWEEN ENBRIDGE GAS DISTRIBUTION INC. AND Gazifere Inc. DATED
OCTOBER 1, 1999 (the Agreement")**

1. PREFACE

This Schedule is intended to identify **Desktop Services** to be provided to Gazifere Inc. (the "Services Recipient") by Enbridge Gas Distribution Inc. (the "Services Provider").

2. TERM

The Services defined in this Schedule are to be provided to the Services Recipient for a period of fifteen (15) months commencing October 1, 2003 and terminating December 31, 2004. The term of this Schedule may be renewed in accordance with Section 13 of the Agreement. Notwithstanding the provisions of Section 25 of the Agreement, the Services Provider may assign its rights and obligations under this Schedule to an affiliate of the Services Provider upon the delivery of written notice thereof to the Services Recipient.

3. DESKTOP SERVICES

Services Provider will provide *Desktop Services* to Services Recipient. This Schedule describes the stakeholders, objectives, scope, service levels, constraints and client responsibilities for this assignment.

4. STAKEHOLDERS

The stakeholders relating to this Schedule are:

Role	Name	Title	Contact Numbers
Services Recipient	Lucie Vandal-Parent	Assistant General Manager	Office (819) 771-8321 lucie.vandal-parent@gazifere.com
Services Provider	Peter Rapini	Manager IT Technical Services	Office (416) 495-5515 peter.rapini@enbridge.com

5. SCOPE

Services Provider will provide Desktop Services to Services Recipient. These services consist of:

1. Desktop Common Service
2. Break Fix Service
3. Equipment Acquisition Service
4. Quality Assurance Service
5. Managed Desktop Service
6. Internet Service
7. Server Management Service
8. Install, Moves, Adds, Changes (IMACs) of Desktops
9. Install, Moves, Adds, Changes (IMACs) of Telephone Sets
10. Network Support Service
11. Helpdesk Common Service
12. Desktop Helpdesk Support Service
13. Network Helpdesk Support Service
14. Application Helpdesk Support Service

SERVICES SCHEDULE TO THE INTERCORPORATE SERVICES AGREEMENT BETWEEN ENBRIDGE GAS DISTRIBUTION INC. AND GAZIFERE INC. DATED OCTOBER 1, 1999 (THE "AGREEMENT")

1.0 PREFACE

This Schedule is intended to identify *IT Consulting and Professional Services* to be provided to Gazifere Inc.(hereinafter referred to as the "Services Recipient") by Enbridge Gas Distribution Inc.(hereinafter referred to as the "Services Provider").

2.0 TERM

The Services defined in this Schedule are to be provided to the Services Recipient for a period of fifteen (15) months commencing October 1, 2003 and terminating December 31, 2004. The term of this Schedule may be renewed in accordance with Section 13 of the Agreement. Notwithstanding the provisions of Section 25 of the Agreement, the Services Provider may assign its rights and obligations under this Schedule to an affiliate of the Services Provider upon the delivery of written notice thereof to the Services Recipient.

3.0 IT CONSULTING AND PROFESSIONAL SERVICES

Professional Services encompass a variety of activities, which depending on their nature, expected resource requirements, or time factors, may be managed either as projects or consulting arrangements. Services will be based on the relevant description of I.T. Professional Services Activities and could include any combination of services described in those aforementioned activities.

Services may be delivered as follows:

- A project staffed and managed by the Services Provider;
- A project partially staffed by the Services Provider and managed by the Services Recipient or the Service Provider;
- An individual resource provided by the Services Provider and managed by the Services Recipient; or
- An integration project staffed by a third party and project managed by the Services Provider.

4.0 ROLES AND RESPONSIBILITIES

The Services Provider will:

- Respond to any Services Recipient Request for Proposal (RFP) in writing within 5 business days for projects 30 person days or less, and within 15 business days for projects over 30 person days.
- Provide resources who are qualified to provide services defined in any agreed-upon project
- Ensure that the requirements for any project are fulfilled through regular review and follow up
- Provide additional services and or information as specified and agreed to in the applicable statement of work

The Services Recipient will:

- Provide detailed business requirements and specifications in order to permit a proposal to accurately reflect the required work and resources
- Provide feedback on the performance and progress of resources assigned to engagements when an engagement is managed by the Services Recipient

5.1 Desktop Common Service

Services Provider will:

- Assume responsibility for the operation and management of desktop services for Services Recipient
- Provide service delivery management accountable through the Service Delivery Manager for all aspects of Service delivery.
- Engage staff who have proper training regarding Services Recipient technical environment and support processes.
- Meet or exceed all service levels as defined in Service Levels.
- Identify any issues to Services Recipient and work with Services Recipient to resolve such issues;
- Include Services Recipient in the escalation process, and if requested, to escalate service issues directly to Services Recipient staff;

5.2 Break Fix Service

Services Provider will provide a Break Fix Service consisting of:

- Engagement of a Tier 2 Desktop support team to provide in-depth desktop/laptop/printer support between 8:00 a.m. and 5:00 p.m EST), Monday to Friday;
- New installations to a maximum of one Installation for every two desktop or laptop units per year.
- Computer moves to a maximum of one for every two desktop or laptop units per year;
- Computer hardware upgrades and additions to a maximum of four desktops and laptop units per year;
- Printer moves and installations;
- Warranty repair and replacement for computer equipment and the facilitation of warranty repair for computer equipment covered by another warranty provider;
- Services Provider will use commercially reasonable efforts to maintain non-Core Products. Services Provider will negotiate with Services Recipient a resolution plan and pricing to address such maintenance.
- Services Provider will use commercially reasonable efforts to move groups of Personal Computers in excess of five (5).
- Services Provider will negotiate with Services Recipient a resolution plan and pricing to address such moves.

5.3 Equipment Acquisition Service

Services Provider will provide acquisition services for Services Recipient, of computer related technology-based assets. This process includes the initial query to third party suppliers and verification of invoice. Acquire products from Services Provider or any other specified vendor, at the sole discretion of Services Recipient on a passthrough cost basis.

Key functions will consist of:

- Budget process support by providing pricing/availability on current future products and services in order to prepare future year budgets
- Respond to Services Recipient queries regarding product pricing, availability, specifications, order status, Services Recipient standards
- Placing approved orders for all computer technology related equipment or software regardless of vendor

- Provide non-biased assistance in gathering and interpreting quotations and deliveries from all vendors
- Shipping and receiving of computer equipment
- Asset tagging of computer equipment
- Install new desktop-related hardware
- Forward vendor invoices to Services Recipient for authorization and payment.
- Forward install and move confirmations to Services Recipient as per Services Recipient specifications.

5.4 Quality Assurance Service

Key functions provided by Services Provider will consist of:

- Identifying, analyzing and trending reoccurring desktop related problems submitted to the Help Desk
- Recommending actions and or procedure changes that will improve service Services Recipient;
- Implementing recommended actions as they apply to Services Provider service provisioning
- Reporting and trending issues related to customer interaction processes and call/asset tracking and identify these for appropriate correction (for example; calls tracked without customer name)
- Defining and continually improving processes for Quality Assurance Management

5.5 Managed Desktop Service

Key functions provided by Services provider will consist of::

- Engagement of a Tier 2 Desktop support team to provide in-depth Desktop support between 8:00 a.m. and 5:00 p.m. EST excluding Services Provider observed holidays;
- Warranty repair and replacement for computer equipment and the facilitation of warranty repair for computer equipment covered by another warranty provider;
- Configuring, packaging and deploying all Services Recipient approved desktop software
- Coordinating project-related software deployment to desktops
- Providing 2nd level support for Desktop-related issues to Help Desk
- 7 x 24 on call support
- Maintaining Services Recipient client code
- Configuring and maintaining desktop and laptop builds
- Maintaining software distribution staging infrastructure
- Advising on desktop related recovery as part of Business Continuity Planning

5.6 Internet Service

Services Provider will provide:

- Unlimited access to the Internet at supported desktops and laptops.
- Routing of Internet electronic mail to and from Lotus Notes.

5.7 Intel Server Management Service

Services Provider will provide Intel server support 7X24X365 for the servers located at the Services Recipient's location.

- Engagement of a Tier 2 Desktop support team to provide in-depth Intel server support 7X24X365;

- Warranty repair and replacement for computer equipment and the facilitation of warranty repair for computer equipment covered by another warranty provider;
- Provision of maintenance and support of/for Citrix metaframe, VPN network and Firewall
- 2nd level break fix support
- Procure, configure, and install Intel servers
- Provision and maintenance of anti-virus software on Intel servers requested by Services Recipient
- Intel server capacity planning
- Hardware support for network CD towers
- A facility to host equipment, providing power, air conditioning, raised floor environment, network connections, and secured access for servers.
- Daily operation and administration of the backup and recovery of software and data stored on the Intel servers.
- The maintenance and support of the software products and hardware which perform the backups;
- Offsite tape vaulting and storage of the backed up information;
- Problem and change management for Intel hardware and operating systems.
- Security compliance and administration
- Technical support for hardware and operating systems
- NT/Novell system administration, storage management, hardware configuration, tuning, and capacity planning
- Performance of system maintenance functions during the maintenance windows .

5.8 Installs/Moves/Adds/Changes (Desktops)

- IMAC requests must be submitted via the IT Request process as set out by the Services Provider. All required data must be provided at the outset of the request.
- Client to ensure that all facilities are ready for IMAC team, ie. Lan or Voice cable has been installed, electrical power available at location, etc. Failure to ensure all environmental requirements will result in a charge for the IMAC even though the IMAC was not completed.
- IMAC requests, co-ordination and execution will be scheduled based on the agreed service levels.
- IMACs will be scheduled to minimize the impact to the Services Recipient's business operations.
- IMAC activity involving more than five (5) related End User Workstations and IMAC activity on system components other than End User Workstations would be considered a Project. and will be scoped out as a Professional Services Engagement.
- IMAC activity required, as a result of the entire relocation or discontinuance of an existing designated location or to setup an entirely new location will be considered a Project and will be scoped out as a Professional Services Engagement.
- IMAC calculations will be based on a per technology unit measurement, i.e. one phone = one unit, one p.c. = one unit etc. An IMAC activity, which involves de-installation of a unit(Technology unit i.e. phone or p.c.) at one designated location and the reinstallation of the same unit at another designated location, will be considered to be two IMACs or two units

5.9 Install, Moves, Adds, Changes (Telephone Sets)

Upon written request from Services Recipient, Services Provider will install, move, add or change one or more of Services Recipients' telephone sets. This includes:

- Physical disconnection, move and reconnection of the telephone set
- Software configuration and/or wiring changes at the PBX

5.10 Network Support Service

5.10.1 3rd Party Management

Services Provider will provide a single point of contact and accountability for managing vendor, contractor, and Services Provider Carrier relationships and contracts. Services Provider Carrier's IT will assume the following responsibilities:

- dispatch
- coordination
- service escalation
- issue resolution
- work order processing
- contract compliance monitoring
- vendor billing coordination

5.10.2 Voice Network Support

Services Provider will:

- Provide PBX monitoring. Includes proactive monitoring, problem management and change tracking as provided by Service Provider Carrier services.
- Provide Voice Mail Application Support
- Provide 7 x 24 support for Service Provider Carrier services for required "work-arounds" of existing technologies in specified conditions (i.e. Switch Redirects, etc)
- Provide 2nd level support for related problems and incidents on a rotational 7 x 24 basis
- Perform tracking functions for all problems that require escalation to 3rd parties on a rotational 7 x 24 basis.

5.10.3 Data Network Support

Services Provider will:

- Provide LAN /WAN monitoring – trends and historical data for re-engineering
- Provide WAN monitoring. Includes proactive monitoring, problem management and change tracking.
- Provide LAN monitoring. Includes passive monitoring problem management and change tracking
- Provide 2nd level support for related problems and incidents on a rotational 7 x 24 basis
- Perform tracking functions for all problems that require escalation to 3rd parties on a rotational 7 x 24 basis

5.11 Helpdesk Common Service

Services Provider will:

- Engage an appropriate phone answering team, on a 7X24X365 basis, to act as a single point of contact for Information Systems problems and routing to Tier 2 teams.
- Assume responsibility for the operation and management of help desk services for Services Recipient;
- Engage staff who have proper training regarding Services Recipients' technical environment and support processes;
- Call logging and routing of all calls placed with the HelpDesk including calls routed to Services Provider and Services Recipient Tier 2 teams;

- Include Services Recipient in the escalation process, and if requested, to escalate service issues directly to Services Recipient staff;
- Train Services Recipient staff, as required, associated with these services.
- Provide the required paging equipment to Services Provider staff to ensure the availability of the assigned individuals.
- Provide a recorded status message to inform callers of any outage affecting a large number of users that is in progress.

5.12 Desktop Helpdesk Support Service

Services Provider will provide Tier 1 Desktop Help Desk Support that will consist of:

- Engagement of a Tier 1 team to act as a single point of contact for Information Systems desktop related inquiries and problems.

5.13 Network Helpdesk Support Service

Services Provider will provide Tier 1 Network Help Desk Support that will consist of:

- Engagement of a Tier 1 team to act as a single point of contact for Information Systems network related inquiries and problems.

5.14 Application Support Service

Services Provider will provide Tier 1 Application Help Desk Support that will consist of:

- Engagement of a Tier 1 team to act as a single point of contact for Information Systems application related inquiries and problems.
- Provision of resolution on user's initial call on problems related to standard desktop software
- Provision of self service applications where the SERVICE RECIPIENT user will be able to initially attempt to resolve an application problem from their desktop instead of placing a call.

6. SERVICE LEVELS

Service Provider will deliver to the Service Recipient, upon request or at some mutually agreed to timing, reporting on the performance of these services to the agreed to service levels tabulated below.

Service Level Measure	Attainment	Comments
<u>Break Fix</u>		
Break Fix at Services Recipient	85%	Next Service Day
Break Fix at Services Recipient Remote Locations	85%	within 3 Service Days
Response to pager calls	100%	Percentage of calls responded to within 30 minutes of being paged.
Call out availability	100%	Percentage of availability when required to respond to a call after hours. (No Report)
Response time on call outs	>=90%	30-minute response when required for calls after hours. Measured from the response to the page. (No Report)

Service Level Measure	Attainment	Comments		
Standard Warranty Work	>=85%	System functional within 2 Business Days) for Core Products		
Standard Installations, Option Additions and System Reconfigurations	>=85%	Installation of Core Products within 5 Service Days.		
Moves (5 machines or less).	>=90%	Moves within the same facility within 5 Service Days.		
<u>Equipment Acquisition</u>				
Response time for inquiries	>=85%	Response to inquiries for pricing, availability and product information answered within 2 Service Days (No Report)		
Standard Hardware and Software	>=85%	Defined Services Recipient standard hardware and software to be delivered within 10 Service Days of approval date.		
Install & Move confirmation	99%	Within 2 Service Days of completion of the install or move (No Report)		
<u>Managed Desktop</u>				
Installation of packaged software.	>=85%	Installation of packaged software via the software distribution system within 1 Business Day).		
<u>Server Management</u>				
Standard Warranty Work	>=90%	System functional within 2 Service Days for Core Products.		
<u>Server Availability</u>	>=99%	Servers will be available 99% of the time. This measurement will be conducted monthly.		
<u>Helpdesk</u>				
"Telephone Service Factor"	>=85% in 60 seconds	Percentage of phone calls answered by the Tier 1 team in 60 seconds versus total number of incoming calls.		
Voice mail Messages	>=85%	Non urgent voice mail messages handled within one half Service Day		
IT Service Requests	>=90%	Service Requests will be processed to Tier 2 delivery team in 1 Service Day of receipt.		
First Call Problem Resolution Rate	>=65%	Percentage of Standard Software calls handled at the first tier, which must be resolved during the client's first call to the Help Desk.		
<i>Install, Moves, Adds, Changes</i> (IMACs) of less than 5 Telephone Sets	80%	<table border="1"> <tr> <td>IMAC requests completed within 5 Service Days of receiving the request; remainder completed with 10 Service Days of receiving the request</td> <td>The Service Level for requests of a group of 10 or more IMACS will be agreed between Services Provider and Services Recipient at the time of planning the IMACs.</td> </tr> </table>	IMAC requests completed within 5 Service Days of receiving the request; remainder completed with 10 Service Days of receiving the request	The Service Level for requests of a group of 10 or more IMACS will be agreed between Services Provider and Services Recipient at the time of planning the IMACs.
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7. CONSTRAINTS

The constraints around this Schedule are listed below:

1. Direction and priorities of Services Provider staff assignment to tasks are to be provided by Services Provider Service Delivery Manager through out the term of this engagement
2. When interacting with Services Recipient staff and I.S. support teams, Services Provider will work in accordance with defined Services Recipient processes.
3. Services Provider will participate in discussions relating to changes in these processes. These processes include, but are not limited to the following:
 - 7x24 call handling and escalation
 - Support call routing and tracking
 - Root cause analysis reviews
4. Services related to the annual replacement of personal computers are not included in this Schedule and will be performed, as a separate project with it's own SOW.
5. The terms of this Schedule are only applicable to Services Provider standard desktop, and laptop configurations
6. Until such time as the parties have developed formal acceptance criteria and procedure for any services or deliverables provided hereunder, any services and deliverables provided hereunder shall be deemed to be accepted by Services Recipient if Services Recipient has not provided notice to Services Provider within 10 business days of receipt of the applicable service or deliverable.
7. Warranty maintenance is dependent on parts availability from the manufacturer.
8. Moves and installation of personal computers is contingent on the availability of proper network and power cabling.
9. Deployment of software is contingent on the users performing an EDM connect.
10. Service Recipient will use the IT Service Request process as established by Service Provider
11. The level of service provided to the Service Recipient shall be consistent with the level of service provided to Enbridge Gas Distribution Inc. locations remote from their location at 500 Consumers Road.

8. SERVICES RECIPIENT RESPONSIBILITIES

The following list represents Services Recipient responsibilities associated with this Schedule:

1. Introductions and orientation to Services Recipient staff as appropriate;
2. Provide Services Provider with an updated personal computer and printer asset listing on the first business day of each month.
3. Services Recipient will provide and make available to Services Provider Services Recipient personnel to liase and assist Services Provider to the extent reasonably necessary for Services Provider to provide the services described in this Schedule.
4. Provision of all software licenses required in the delivery of these services
5. The payment of invoices for servers and or software licenses procured on Services Recipient behalf by Services Provider.
6. Provision of access to Service Recipient's location as required by the Service Provider's personnel to accomplish the services under this schedule.
7. Service Recipient will ensure that all employees under their jurisdiction will comply with the Enbridge Inc. Statement on Business Conduct.

9. OUT OF OR BEYOND SCOPE SERVICES

The following services shall not be considered a part of this Schedule:

- Training fees and classroom rental for non-core products.
- Packing materials and shipping charges for computer equipment Are Services Recipient's responsibility.

- Installations that are done as part of the scheduled desktop replacement program will be done as a separate Schedule that will be priced on an individual basis.

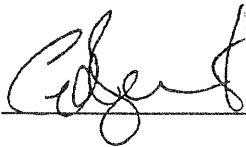
10. PRICING

Services Provider will bill Services Recipient monthly for services in this Schedule plus any applicable taxes as specified in Appendix A.

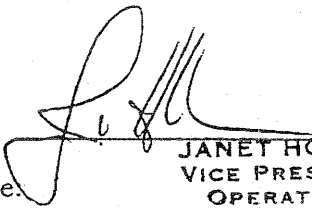
10.1 TRANSITIONAL PRICING

Services Recipient acknowledges that the pricing arrangements provided for in this Schedule are current for the term of this Schedule only and that the Services Provider will, for services provided after December 31, 2004, charge for services based upon a cost allocation approach consistent with the Enbridge Inc. Cost Allocation Methodology, as amended from time to time, to which the Services Provider is subject.

ENBRIDGE GAS DISTRIBUTION INC.

Per: 


Name:
Title: **GLENN BEAUMONT**
Vice President, Engineering

Per: 

Name: **JANET HOLDER**
VICE PRESIDENT
OPERATIONS

Title:

GAZIFERE INC.

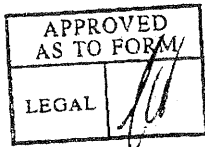
Per: 

Name:
Title:

Per: _____

Name:

Title:



Desktops Continued					
Name of person responsible	Asset Tag	Type	Desktop S/N	Monitor Tag	Monitor S/N
Carole Mace	PC012403	6830-TAU	78ZGF32	PC012403	1660579YE
Louise Florez	PC012404	6830-TAU	78ZGG05	PC012404	1660580YE
Monique Lafreniere	PC009586	6287-54U	78ZMN10	PC009586	FM8632965
Lise Mauviel	PC013343	6794-3BU	KCK1BWZ	PC013343	FM8531354
Michelle Mayer	PC013346	6794-3BU	KCK1BXR	PC013346	808647371
Liza Meretei	PC012401	6830-TAU	78ZGF19	PC012401	1660576YE
Bob Richer	PC012148	6830-EBU	78X5838	PC012148	0Y00069YE
Luc Seguin	PC010996	6574-B2U	78Y9421	PC010996	0500952YA
Sylvie Woodstock	PC012400	6830-TAU	78ZGD94	PC012400	1660575YE
	PC010994	6574-B2U	78Y9388	PC010994	0500938YA
	PC010995	6574-B2U	78Y9403	PC010995	0500945YA
	PC010997	6574-B2U	78Y9424	PC010997	0500743YA
	PC011000	6574-B2U	78Y9463	PC011000	0500948YA
	PC012398	6830-TAU	78ZGD48	PC012398	1660572YE
	PC012405	6830-TAU	78ZGG32	PC012405	1660582YE
Muster Room	PC009902	6287-54U	23WW095	PC009902	FM8633024
Muster Room	PC013207	6794-3BU	KA89GT9	PC013207	2251128YJ
Nathalie Trudel	PC13205	6794-3BU	KA6H56T	PC13205	2873741YA
	PC013298	6794-3BU	KCF0ZKM	PC013298	2873741YA
Dispatch	PC010155	6287-69U	78ZRM46	PC010155	1Y51816Y6
Dispatch	PC009221	6287-54U	78ZNG77		
	PC008625	6287-54U	78ZM952	PC008625	MY72696191
	PC012150	6830-EBU	78X5840	PC012150	OZ50518YE

Printers				
Name	Model	Asset Tag	S/N	Location
GAZ_lex520_1_q	Lexmark T520	-	LXK363836	Main Floor
GAZ_xrxn2125_1_q	Xerox Docuprint N2125	PRT01740	LE9019608	Accounting
GAZ_xrxn2125_2_q	Xerox Docuprint N2125	PRT01749	LE9025272	Carol Mace
GAZ_xrxn2125_3_q	Xerox Docuprint N2125	PRT01770	LE9032995	Jacinthe Chretien
GAZ_hpcp1700_1_q	HP Colour Inkjet CP1700	-	SG1AH210VZ	Germain Cheff
GAZ_DJ832C_1_q	HP Deskjet 830c	-	MY97U131MP	Sales
Local	HP LaserJet 5L	PRT01363	USCB295573	Lisa Meloche

- Provide, where necessary, an appropriate working environment for the type of work being performed
- Provide additional services and or information as specified and agreed to in the statement of work

5.0 PERFORMANCE MEASURES

- On-going progress communications as agreed with the Services Recipient
- Project completion quality reviews which include measurement against agreed upon quality expectations as well as costs and time required for delivery
- Track progress against schedule, budget, scope and quality using the statement of work as the baseline for measurement

6.0 PROBLEM RESOLUTION PROCEDURES

In the event of a failure to resolve any problem within 60 days of the original communication from the Services Recipient, the Problem / Conflict Resolution procedures set forth in the Agreement will be followed.

7.0 PRICING AND CONDITIONS

The services described in this Schedule shall be charged as services are rendered at per diem rates identified in the engagement agreement forming part of the Response to a request for Consulting and Professional Services. Services shall be billed as services are rendered based on the hourly rates in Appendix "A".

7.1 TRANSITIONAL PRICING

Services Recipient acknowledges that the pricing arrangements provided for in this Schedule are current for the term of this Schedule only and that the Services Provider will, for services provided after December 31, 2004, charge for services based upon a cost allocation approach consistent with the Enbridge Inc. Cost Allocation Methodology, as amended from time to time, to which the Services Provider is subject.

ENBRIDGE GAS DISTRIBUTION INC.

GAZIFERE INC.

Per: _____

Per: _____

Name:
Title:

Name:
Title:

Per: _____

Per: _____

Name:
Title:

Name:
Title:

Appendix "A"
Consulting and Professional Services
Hourly Rates

Role	Hourly Bill Rate
Admin Support	\$ 75
Desktop Technician	\$ 85
Trainee / Development Role	\$ 100
Developer - Junior to Senior	\$ 125
Network Admin - Junior to Senior	\$ 125
Programmer Analyst - Junior to Senior	\$ 125
Project Control Officer	\$ 125
Analyst - All Disciplines - Junior to Senior	\$ 150
Specialist - All Disciplines	\$ 150
Architect - All Disciplines	\$ 175
Project Manager - Small / Medium Projects	\$ 175
Team Leader / Supervisor	\$ 175
Project Manager - Large Projects	\$ 200
Manager - Dept / Group / BSM	\$ 200
Director	\$ 225
Contractor Specialist	Cost + \$40

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OCTOBER 1, 1999 (the "Agreement")**

1. PREFACE

This Schedule is intended to identify **Network Services** to be provided to Gazifere Inc. (hereinafter referred to as the "Services Recipient") by Enbridge Gas Distribution Inc. (hereinafter referred to as the "Services Provider").

2. TERM

The Services defined in this Schedule are to be provided to the Services Recipient for a period of fifteen (15) months commencing October 1, 2003 and terminating December 31, 2004. The term of this Schedule may be renewed in accordance with Section 13 of the Agreement. Notwithstanding the provisions of Section 25 of the Agreement, the Services Provider may assign its rights and obligations under this Schedule to an affiliate of the Services Provider upon the delivery of written notice thereof to the Services Recipient.

3. NETWORK SERVICES

Services Provider, will provide *Network Services* to Services Recipient. This Schedule describes the stakeholders, objectives, scope, service levels, constraints and client responsibilities for this assignment.

4. STAKEHOLDERS

The stakeholders relating to this Schedule are:

Role	Name	Title	Contact Numbers
Service Recipient	Lucie Vandal-Parent	Assistant General Manager	Office (819) 771-8321 Lucie.vandal-parent@gazifere.com
Services Provider	Peter Rapini	Manager IT Technical Services	Office (416) 495-5515 <u>Peter.rapini@enbridge.com</u>

5. SCOPE

Services Provider will provide Network Services to Services Recipient. These services will consist of:

1. Common Service
2. Data Networks Carrier Service
3. Voice Networks Carrier Service
4. Network Professional Services

5.1 Common Service

Services Provider will:

- Assume responsibility for the operation and management of network services for Services Recipient at Services Recipient's Location

- Engage staff who have proper training regarding Services Recipient technical environment and support processes.
- Meet or exceed all service levels as defined.
- Work with Services Recipient to resolve service issues, and identify any known service issues to Services Recipient.
- Assist in providing invoice verification for network services contracted by Services Recipient with third parties.
- Contract with third parties to provide network services and to invoice Services Recipient on a passthrough cost basis for same.
- Provide Services Recipient with the escalation process, if requested, to escalate service issues directly to Services Provider staff.

5.2 Data Networks Carrier Service

- Services Provider will provide data connections at Services Recipient'S location sourced through common carriers (i.e. Bell Nexxia) on a passthrough cost basis for the data network used by Services Recipient.
- Services Provider will maintain the data network infrastructure used by Services Recipient. The cost of this Service will include all time and materials to repair these devices in case of failure which will be invoiced to Services Recipient on a passthrough cost basis.
- Services Provider will at the written request of Services Recipient install additional data network cables and connections (Cable Drops).

5.3 Voice Networks Carrier Service

- Services Provider will provide voice communication connections as a passthrough cost from Services Recipient location identified in Section 5.1 to the public voice network through common carriers (i.e. Bell Nexxia,)
- Services Provider will provide mobile communications to persons authorized by Services Recipient through pagers and cell phones. The cost associated with these mobile communications will be invoiced to SEVICES RECIPIENT on a passthrough cost basis.
- Services Provider will maintain the voice network infrastructure used by Services Recipient. The cost of this Service will include all time and materials to repair these devices in case of failure.
- Services Provider will at the request of Services Recipient install additional voice network cables and connections.

5.4 Network Professional Services

Professional Services is the provision of consultative services by the management of Services Provider to the benefit of Services Recipient. Refer to the Consulting and Professional Services Schedule. The scope of such services may include but not limited to:

5.4.1 Voice network assessment where the Services Provider will:

- Assess, evaluate and recommend incoming and outbound voice trunkage configurations for required and defined requirements
- Voice and voice application design (Voice Mail Forms, Voice Menu's, etc.)
- Assess, evaluate and recommend, where appropriate, voice technologies
- Provide planning services with third party Service Provider carrier services for required "work-arounds" of existing technologies in specified conditions (i.e. Switch Redirects, etc)
- Procure voice hardware facilities from carrier/vendor/manufacturer on a passthrough cost basis
- Manage, track and communicate status on service work orders
- Provision and order all appropriate hardware and software on a passthrough cost basis

- Ongoing vendor management during the engagement.

5.4.2 Data Network Infrastructure Expansion

Where the Services Provider will provide Network Design Services

- Solutions for all LAN/WAN and Data / Network needs
- Re-engineering of a facility and / or interconnectivity between sites.
- Cabling and facilities infrastructure design
(Includes but not limited to: hubs, switches, routers in a single floor and or multi site environment)

and where the Services Provider will provide Procurement Services

- Procure network hardware facilities from carrier/vendor/manufacturer
- Conduct user acceptance test as approved by Services Recipient to validate vendor integration of technologies
- Provide and order all appropriate hardware and software.
- Manage, track, and report on service work orders
- Provide ongoing vendor management

Provide a single point of contact and accountability for managing vendor, contractor, and Services Provider Carrier relationships and contracts. Services Provider Carrier's IT will assume the following responsibilities:

- dispatch
- coordination
- service escalation
- issue resolution
- work order processing
- contract compliance monitoring
- vendor billing coordination

and where the Services Provider will provide Service Commissioning

- Manage all network implementation projects including:
- Installation of appropriate technology solutions
- Project management and coordination of facilities installations. Includes all environmental issues, i.e. UPS, cabling, HVAC, etc.
- Perform initial testing and commissioning of data / network services.
- Perform and/or project manage data / network equipment upgrades modifications configurations and decommissioning.

6. SERVICE LEVELS

Activity	Service Level	Attainment (Measured Monthly)	Remarks
<u>Network Support</u>			
Infrastructure Planning	99%	On time and within budget as agreed at the start of each infrastructure planning request	
Service Provisioning	99%	On time and within budget as agreed between Services Recipient, Services Provider and Service Provider Carrier at the	

Activity	Service Level	Attainment (Measured Monthly)	Remarks
		start of each service provisioning request	
Service Commissioning	99%	On time and within budget as agreed between Services Recipient, Services Provider and Service Provider Carrier at the start of each service commissioning request	
Response to Network Service Pages	95%	Within 30 minutes of initial page	7 x 24 x 365
Mean Time To Repair of Carrier Facilities	95%	Within 5 hours	7 x 24 x 365
Mean Time to Repair for Designated PBX Hardware Failures	95%	Within 5 hours	7 x 24 x 365
Mean Time to Repair for Designated LAN/WAN Hardware Failures	95%	Within 5 hours	7 x 24 x 365

7. CONSTRAINTS

The constraints around this Schedule are listed below:

1. Direction and priorities of Services Provider staff assignment to tasks are to be provided by Services Provider Service Delivery Manager through out the term of this engagement
2. When interacting with Services Recipient staff, Services Provider will work in accordance with mutually agreed and defined Services Recipient processes. Services Provider will participate in discussions relating to changes in these processes. These processes include, but are not limited to the following:
 - 7x24 call handling and escalation
 - Support call routing and tracking
 - Root cause analysis reviews
3. All requests for additional infrastructure hardware will follow a designated and documented process agreed to by Services Provider, Services Recipient and the Service Provider Carrier. This process is to include, but not limited to, method of receiving specified requests, Services Recipient and Services Provider sign-off processes, ordering processes, bill to instructions, etc.
4. Service provisioning, service commissioning and support activities will be completed by Services Provider / Service Provider Carrier staff in conjunction with the Services Provider / Service Provider Carrier' business partnership relationship and the Service Provider Carrier's agreement that is already in place.
5. Timeframes for provisioning of Service Provider Carrier's facilities will follow the Service Provider Carrier's documented "carrier handbook". If escalation of requests

- is required, it will be a mutually agreed process and timeframe between Services Provider, Services Recipient and Service Provider
6. Data Network Support Infrastructure planning and service provisioning are services that are available for all locations across North America.
 7. Service commissioning and support services are available at all Ontario locations. These services are and will be available at any Canadian site provided that either Services Provider has provided and implemented the configurations or has acquired detailed knowledge and has the appropriate Service Provider Carrier service agreements in place.
 8. The level of service provided to the Service Recipient shall be consistent with the level of service provided to Enbridge Gas Distribution Inc. locations remote from their location at 500 Consumers Road.

8. SERVICES RECIPIENT RESPONSIBILITIES

The following list represents Services Recipient responsibilities associated with this Schedule:

1. Introductions and orientation to Services Recipient staff as appropriate;
2. Services Recipient will provide and make available to Services Provider Services Recipient personnel to liase and assist Services Provider to the extent reasonably necessary for Services Provider to provide the services described in this Schedule.
3. Provision of any software licenses required in the delivery of these services
4. The payment of invoices for equipment and or software licenses procured on Services Recipients' behalf by Services Provider.

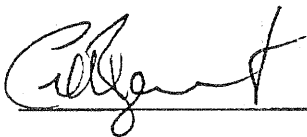
9. PRICING

Services Provider will bill Services Recipient monthly for services in this schedule plus any applicable taxes. Refer to Appendix A.


10. TRANSITIONAL PRICING

Services Recipient acknowledges that the pricing arrangements provided for in this Schedule are current for the term of this Schedule only and that the Services Provider will, for services provided after December 31, 2004, charge for services based upon a cost allocation approach consistent with the Enbridge Inc. Cost Allocation Methodology, as amended from time to time, to which the Services Provider is subject.

ENBRIDGE GAS DISTRIBUTION INC.

Per: 

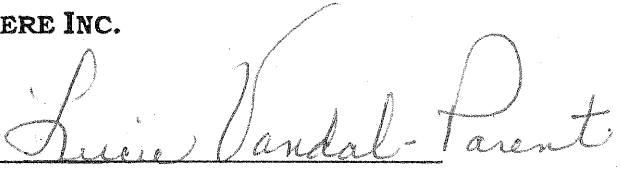
Name: _____
 Title: **GLENN BEAUMONT**
 Vice President, Engineering

Per: 

Name: _____
 Title: **JANET HOLDER**
 VICE PRESIDENT
 OPERATIONS

Title: _____

GAZIFERE INC.

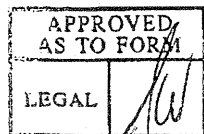
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Appendix "A"
Monthly Service Charges

Functional Area	Service	Monthly Unit Cost	Number of Units	Estimated Monthly Cost	Estimated Annual Cost
Network Services	Bell WAN – Small Office	\$1250.00	1	\$1,250.00	\$15,000.00
	LAN/WAN – Switch Maint.	\$209	1	\$ 209.00	\$2,508.00
				Total Annual Cost	\$17,508.00

**SERVICES SCHEDULE TO THE INTERCORPORATE SERVICES AGREEMENT
BETWEEN ENBRIDGE GAS DISTRIBUTION INC. AND SERVICES RECIPIENT Inc.
DATED OCTOBER 1, 1999 (the Agreement")**

1. PREFACE

This Schedule is intended to identify **Application Hosting and Maintenance Services** to be provided to Services Recipient Inc. (the "Services Recipient") by Enbridge Gas Distribution Inc. (the "Services Provider").

2. TERM

The Services defined in this Schedule are to be provided to the Services Recipient for a period of fifteen (15) months commencing October 1, 2003 and terminating December 31, 2004. The term of this Schedule may be renewed in accordance with Section 13 of the Agreement. Notwithstanding the provisions of Section 25 of the Agreement, the Services Provider may assign its rights and obligations under this Schedule to an affiliate of the Services Provider upon the delivery of written notice thereof to the Services Recipient.

3. STATEMENT OF WORK: APPLICATION HOSTING SERVICES

Services Provider will provide *Application Hosting and Maintenance Services* to SERVICE RECIPIENT. This Schedule describes the stakeholders, objectives, scope, service levels, constraints and client responsibilities for this assignment.

4. STAKEHOLDERS

The stakeholders relating to this Statement of Work are:

Role	Name	Title	Contact Numbers
Services Recipient	Lucie Vandal-Parent	Assistant General Manager	Office (819) 771-8321 lucie.vandal-parent@gazifere.com
Services Provider	Marc Weil	Manager Applications Support	Office (416) 753-7318 marc.weil@enbridge.com

5. SCOPE

Services Provider will provide Application Hosting and Maintenance Services to Services Recipient. These services consist of:

1. General Service
2. UNIX Server Support
3. Mainframe Support
4. Application Support

5.1 General Service

Services Provider will:

- Assume responsibility for the operation and management of services to host the Applications listed in Appendix "A" for Services Recipient
- Provide service delivery management accountable for all aspects of Service Delivery.
- Meet or exceed all service levels as defined in Article 6 Service Levels.

5.2 UNIX Server Support

Services Provider will provide UNIX Server support 7X24 for the UNIX servers listed in Appendix "A" that consists of:

- A facility to host equipment, providing power, air conditioning, raised floor, network connections, and secured access for the UNIX servers listed in Appendix "A".
- Daily operation and administration of the backup and recovery of application and data stored on the Unix servers listed in Appendix "A"
- The maintenance and support of the application and hardware which perform the backups;
- Offsite tape vaulting and storage of the backed up information;
- Tier 2 support pertaining to Unix environment
- Problem and change management for Unix hardware and operating system.
- Security compliance and administration
- Technical support for hardware and operating systems
- Batch Processing, scheduling, monitoring and restarts
- Unix system administration, storage management, hardware configuration, tuning, and capacity planning
- Performance of system maintenance functions during the maintenance windows.

5.3 Mainframe Support

Services Provider will provide 7X24 mainframe support that consists of the provision of:

- A facility to host equipment, power, air, footprint, raised floor, network connections, secured access
- Daily operation and administration of the backup and recovery of application and data stored on the mainframe.
- The maintenance and support of the application and hardware which perform the backups;
- Offsite tape vaulting and storage of the backed up information;
- Tier 2 support pertaining to the Mainframe environment
- Problem and change management for Mainframe hardware and operating system.
- Security compliance and administration
- Technical support for hardware and operating system
- Batch Processing, scheduling, monitoring and restarts
- Mainframe system administration, storage management, hardware configuration, tuning, and capacity planning
- Performance of system maintenance functions during the maintenance windows.

5.4 Application Support

Services Provider will provide Application Support Services that will consist of:

a) Support Analysts that will consist of:

- Providing service between the hours of 8:30 a.m. and 5:00 p.m. Eastern time Monday to Friday excepting Services Provider holidays.
- The engagement of support analysts to support the application listed in Appendix "A" as required by Services Recipient.
- Support activities are limited to monitoring, maintenance, break fix, corrective changes, adaptive changes, administration, and user support.
- For purposes of the third bullet point in this Section 5.4, the term "Monitoring" means the timely examination of the application and its attached data to ensure proper performance to achieve the service levels as defined in Article 6 Service Levels
- For purposes of the third bullet point in this Section 5.4, the term "Maintenance" means any activity that occurs on a regular basis or as result of monitoring that results in modification of the application environment as to maintain or enhance the application's performance.
- For purposes of the third bullet point in this Section 5.4, the term "Break fix" means the modification of an application environment initiated by some problem such that the application environment performs as prior to the problem.
- For purposes of the third bullet point in this Section 5.4, the term "Corrective change" means the modification of the application environment to permanently enhance the performance of the application environment beyond historical performance.
- For purposes of the third bullet point in this Section 5.4, the term "Adaptive change" means the modification of an application environment to permanently alter its functionality.
- For purposes of the third bullet point in this Section 5.4, the term "Administration" means the routine activities that are associated with an application performed through special routines provided by the application for such administrative purposes. This may include activities such as defining new users or security profiles.
- For purposes of the third bullet point in this Section 5.4, the term "User support" means the provision of advise or information to assist the user in their use of the application and any training required to maintain such analysts level of expertise in the support of such application.

b) After Hours Support that will consist of:

- On call assignment of a number of support analysts to cover the on call requirements as detailed in Appendix "A"
- The provision of break fix support between the hours of 5:00 p.m. and 8:30 a.m. Eastern time Monday to Thursday and Services Provider holidays and 5:00 p.m. Fridays and 8:30 a.m. Mondays Eastern time.

c) Infrastructure Upgrades that will consist of:

- The installation of new versions of the application designated in Appendix "A"

d) Notes Services that includes:

- The provision of support for Notes e-mail and calendaring.

6. SERVICE LEVELS

Activity	Service Level	Attainment (Measured Monthly)
Response to pager calls	96%	Percentage of calls responded to within 30 minutes of initial page.
Batch Job Execution	99.7%	% if batch jobs that execute as scheduled
Mainframe Availability	99.7%	% of time Mainframe is available
Unix Server Availability	99.7%	% of time Unix Servers are available
Database Availability	99.7%	% of time Databases are available
Notes Availability	99%	% of time Notes is available

Note: This Services Levels exclude scheduled outages.

7. CONSTRAINTS

The constraints around this Statement of Work are listed below:

1. This agreement reflects the shared usage of application with Services Provider. The support and usage of the application will be terminated by the decommissioning date as listed in Appendix A. At such time, pricing will be adjusted accordingly.
2. Direction and priorities of Services Provider staff assignment to tasks are to be provided by Services Provider Service Delivery Manager through out the term of this engagement.
3. Until such time as the parties have developed formal acceptance criteria and procedure for any services or deliverables provided hereunder, any services and deliverables provided hereunder shall be deemed to be accepted by Services Recipient if Services Recipient has not provided notice to Services Provider within 10 business days of receipt of the applicable service or deliverable.

8. SERVICES RECIPIENT RESPONSIBILITIES

The following list represents Services Recipient responsibilities associated with this agreement:

1. Introductions and orientation to Services Recipient staff as appropriate;
2. Maintenance of contact information in Services Provider Help Desk support system.

9. OUT OF OR BEYOND SCOPE SERVICES

The following services shall not be considered a part of this Statement of Work:

- Training fees and classroom rental.
- Training of Services Recipient employees.
- Adaptive and corrective changes where such changes are restricted to a 3rd party supplier provided however that Services Provider will use commercially reasonable efforts to have any such 3rd party supplier(s) make changes deemed necessary by Services Recipient, acting reasonably.

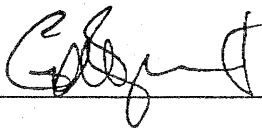
10. PRICING

Services Provider will bill Services Recipient monthly for services in this Service Schedule plus any applicable taxes as specified in Appendix A.

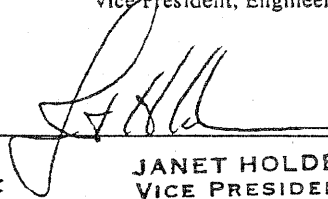
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Services Recipient acknowledges that the pricing arrangements provided for in this Schedule are current for the term of this Schedule only and that the Services Provider will, for services provided after December 31, 2004, charge for services based upon a cost allocation approach consistent with the Enbridge Inc. Cost Allocation Methodology, as amended from time to time, to which the Services Provider is subject.

ENBRIDGE GAS DISTRIBUTION INC.

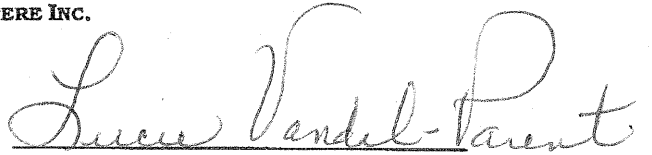
Per: 

Name:
Title: **GLENN BEAUMONT**
Vice President, Engineering

Per: 

Name: **JANET HOLDER**
VICE PRESIDENT
OPERATIONS
Title:

GAZIFERE INC.

Per: 

Name:
Title:

Per: _____

Name:
Title:



Appendix A

Monthly Service Charges

Application Name	On Call Window	System Type	Description	Basis of Allocation	Monthly Charge	Annual Charges	Portion of Application Services Cost
GASCON		Mainframe	Contract management system	Number of active Services Recipient gas contracts as % of total.	\$162.25	\$1,947	0.202%
ELVIS		Mainframe	Billing system for large volume customers	Number of Services Recipient transactions as % of total (based on sample period Jan-May 2003)	\$154.75	\$1,857	0.26%
CDF		Mainframe	Order entry system for contractors. 100% dedicated to Services Recipient	Hourly rate time's number of hours devoted to maintaining the system.	\$225.33	\$2,704	100%
ORM	24 x 7	UNIX	Asset management system (location of pipe network mission critical system).	Number of times Services Recipient users log-on to the system as % of total.	\$2,206.25	\$26,475	1.5%
Lotus Notes		Intel	Enterprise Email System	Number of Services Recipient users as % of total.	\$1,038.58	\$12,463	2.776%
Others, CSAA, EDPA, EQA, MSDS, ROES, Vacation Tracker		Various	Mainly access databases running on Intel machines	Number of Services Recipient users as % of total.	\$404.67	\$4,856	3%