MASTER SERVICES AGREEMENT FOR PROJECT DELIVERY SERVICES

This Master Services Agreement is effective as of the 11th day of May, 2015.

BETWEEN:

Hydro One Networks Inc., a corporation having an office at 483 Bay Street, 8th Floor, South Tower, Toronto, Ontario, M5G 2P5

– and –

Accenture Inc., a corporation under the laws of the Province of Ontario, having an office at 5450 Explorer Drive, Suite 200, Mississauga, Ontario, Canada, L4W 5N1 ("Consultant")

Recitals:

1. Purchaser may, from time to time, identify a need for Project Delivery Services in connection with the activities that Purchaser is conducting for itself, its Affiliates and/or on behalf of third parties;

2. Consultant provides consulting, professional, staffing, project delivery and other services through its employees and subcontractors;

3. Purchaser issued a Request for Proposal for IT Staffing and Project Delivery Services on February 27, 2014 (the "RFP");

4. Consultant submitted a proposal (the "Proposal") in response to the RFP;

5. Purchaser has accepted Consultant's Proposal in response to the RFP in respect of Project Delivery Services; and

6. The parties now wish to set out the terms and conditions for the Consultant to provide and the Purchaser to receive Project Delivery Services and the Work related thereto.

NOW THEREFORE, in consideration of the promises and agreements set out in this Agreement, the fees payable by Purchaser to the Consultant in accordance with the Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby irrevocably acknowledged by the parties, Purchaser and the Consultant agree as follows:

1.0 DEFINITIONS

1.1 Terms not defined herein shall have the meanings ascribed to them in the Contract Standard.

"Affiliate" means "affiliate" as set out in the Ontario *Business Corporations Act*, as may be amended from time to time.

"Agreement" or "contract documents" has the meaning set out in section 2.3.

"Change Request" has the meaning set out in section 5.1.

"Contract Price" means the aggregate of all amounts paid or payable for the services and Work under this Agreement excluding applicable sales taxes such as GST/HST.

"Contract Standard" means the Contract Standard A 29 2011 attached hereto as Appendix A.

"Project Delivery RFP" has the meaning set out in Section 2.1.

"Master Services Agreement" or "MSA" means this document.

"Pre-Existing IP" has the meaning set out in Section 7.1.

"Project Delivery Services" means the services provided by the Consultant pursuant to this Agreement.

"Purchaser" means Hydro One Networks Inc. or one of its Affiliates, whichever of those corporations has been designated in a contract document.

"Requisition" has the meaning set out in Section 2.1.

"Statement of Work" or "SOW" means a statement of work signed by the Purchaser and the Consultant attached to this Agreement or added to this Agreement in accordance with the terms of this Agreement.

2.0 SCOPE OF MSA

2.1 The Purchaser anticipates requiring Project Delivery Services of the type offered by Consultant from time to time over the term of this MSA, where the Purchaser may request Consultant to perform services for a Project ("Requisition") or may issue requests for proposals ("Project Delivery RFP") to Consultant and others with respect to Projects.

2.2 The parties agree that the Contract Standard attached hereto as Appendix A, which is hereby incorporated herein by reference, applies to the Work performed under this Agreement, subject to the amendments set out herein.

2.3 Section 2(a), (b) and (c) of the Contract Standard is hereby deleted and replaced with the following:

"2.(a) This Agreement (also referred to as the "contract documents") means: (1) the Purchaser's Purchase Order ("Purchase Order"), (2) Statement of Work, (3) this Master Services Agreement, (4) Insurance Requirements', (5) the Contract Standard, and (6) those portions of the Consultant's Proposal attached hereto as Appendix HI. Appendices, exhibits and attachments to any contract documents shall be considered part of such document. These contract documents shall, only to the extent of any inconsistency or conflict, take precedence in the order in which they are named.

(b) The contract documents are subject to amendment(s), provided no amendment(s) of any contract document shall be valid unless it is in writing signed by an authorized representative of both parties.

Section 2(d) of the Contract Standard is amended by deleting 2(d) in its entirety and replaced with the following:

"2(d) The contract documents and the Work as specified therein shall be interpreted to include in the Work delivered, the tasks and activities that are inherently necessary and reasonably required to perform the Work, in order for the Work delivered to meet the requirements set out in the applicable SOW."

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2.4 In the event that Purchaser intends to engage Consultant based on Consultant's response to Purchaser's Requisition, or based on Consultant's response to Purchaser's Project Delivery RFP, such engagement will be documented in a Statement of Work signed by the parties. Neither party will be contractually bound in relation to any engagement unless a Statement of Work is signed by both parties.

2.5 The parties acknowledge and agree that:

(a) the execution of this MSA shall not be construed as Purchaser's authorization to proceed with the provision of any services or Work.

(b) by entering into this MSA, Purchaser is not making any representation, warranty or guarantee to Consultant as to the value or volume of business - the value or volume of business to Consultant under this MSA during any year or years may be zero.

(c) in order to be awarded business Consultant may be required to participate in a competitive process at the end of which: Purchaser will not be bound to award any Work to Consultant and/or any third party, Purchaser may award Work to Consultant, or Purchaser may award Work to Consultant and to third parties,

(d) the arrangement represented by this MSA is not exclusive, is for the convenience of Purchaser only and does not in any way: (1) oblige Purchaser to make Requisitions, issue Project Delivery RFPs or seek offers from Consultant or restrict Purchaser's freedom to contract with any third party for any services or Work, including services or Work of the type or categories set out in Appendix B or for technical competencies as described in Appendix C, nor (2) oblige the Consultant to answer any Requisition or Project Delivery RFP or perform any services or Work; unless the specifics of such services or Work to be performed are formalized in a Statement of Work that is signed by both parties, and

(e) Consultant is not licensed or certified in any country, state, or province as a public accountant, auditor or legal advisor, and will not provide accounting services, accounting guidance, audit or internal control advisory services, tax or legal advice.

3.0 WORK SPECIFICS

3.1 The categories of projects for which the Purchaser may issue Requisitions to Consultant to provide Project Delivery Services, perform Work, and/or which may be identified by Purchaser in a Project Delivery RFP, is set out in Appendix B. The type of resources and technical competencies of individuals for the provision of Project Delivery Services that may be requested by the Purchaser is set out in Appendix C.

3.2 The Purchaser may identify in the Requisition or Project Delivery RFP: the proposed start date, length of time for the engagement and/or delivery date, Project Delivery category, number of Consultant personnel, identification of technical competencies, description of the Project Delivery Services or Work, responsibilities, duties and deliverables that Purchaser expects the Consultant to provide, location where the Work is to be performed, and other relevant information the Purchaser deems applicable.

3.3 The Purchaser may also specify in the Requisition or Project Delivery RFP its preference whether the Project Delivery Services are to be provided: (i) on time and materials for the competencies set out in Appendix C at the rates set out in Appendix D (with or without

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upset maximums), (ii) on a fixed deliverable/milestone basis, (iii) fixed price basis, or (iv) such other basis as specified.

3.4 The Consultant, should it determine that it wishes to respond to the Purchaser and potentially proceed with the Work, will provide a written response to the Requisition or Project Delivery RFP within five (5) business days or such other time period as identified in the Requisition or Project Delivery RFP.

3.5 If the Purchaser decides to proceed with the Consultant based upon the Consultant's response to the Requisition or Project Delivery RFP, the parties will document the engagement in a Statement of Work. The Statement of Work will include the following information, as applicable: start date, length of time, location where the Work is to be performed, Project Delivery category, description of the Project Delivery Services, Work including deliverables, delivery date, acceptance criteria, number of Consultant personnel, identification of technical competencies, Purchaser dependencies such as environment availability and prioritization, Project Delivery fees and expenses, and other relevant information, as applicable.

3.6 The location for the Work will be specified in the Statement of Work and could be at any of Purchaser's locations in the Province of Ontario, although it is anticipated that frequently the Work is to be performed at Purchaser premises in the Greater Toronto Area. Alternatively, the Purchaser may allow the Work to be performed at Consultant's premises, if so indicated and agreed in the Statement of Work.

3.7 It is expected that Work will be performed during Purchaser's normal business hours, and that Consultant will work eight (8) hours a day (excluding lunch break), unless otherwise agreed by both parties in writing. For Work that is performed on a time and material basis, Consultant must obtain prior approval from Purchaser any time Consultant or its personnel wishes to charge for more than forty (40) hours for any week. Consultant will not bill on the basis of hours worked for a fixed fee arrangement regardless of: (a) the number of hours per day worked, and (b) whether the Work was performed during or outside normal business hours.

3.8 The Consultant is accountable and responsible to produce the deliverables and Work identified in the Statement of Work. The Purchaser acknowledges that in certain circumstances, the timely delivery of the Work by the Consultant may be dependent on certain Purchaser dependencies set out in the Statement of Work. Consultant agrees to promptly notify Purchaser in writing if any Purchaser dependencies are impacting the timely delivery of the Work, and Consultant will use commercially reasonable efforts to work around any non-fulfillment of Purchaser dependencies at no additional cost. After applying commercially reasonable efforts to work around the impact, Consultant shall raise a Change Request to address any non-fulfillment of Purchaser's dependencies that has a material impact on the Consultant's ability to perform the Work in a timely fashion. Consultant will make the Work and deliverables available for review and acceptance by Purchaser in accordance with the requirements, specifications and acceptance criteria in the Statement of Work. Upon completion of its review, Purchaser will notify in writing the Consultant of its acceptance of the Work or will provide Consultant with a description of the material deficiencies in the Work or deliverables that cause such Work or deliverables to fail to materially comply with the applicable requirements, specifications and acceptance criteria. Purchaser is not obligated to pay for Work it does not accept. The Consultant will promptly fix within ten (10) business days (or such other period as mutually agreed) any material deficiencies in the Work or material failures to meet the applicable requirements, specifications and acceptance criteria identified by Purchaser in writing and resubmit the Work for Purchaser's acceptance. Work and deliverables will be deemed accepted if Purchaser does not reject the Work and/or deliverables by providing

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written notice within ten (10) business days after delivery specifically identifying the manner in which the Work or Deliverables fail to materially comply with the applicable requirements, specification and acceptance criteria. If, the Consultant is unable to fix the deficiencies within the agreed time period, Purchaser may at its option, accept all or part of the Work and pay for that portion of the Work that is accepted, or terminate the Statement of Work without thereby incurring any liability and in the case of termination, without prejudice to any of Purchaser's other rights or remedies. The acceptance process and acceptance criteria for deliverables and Work may be further set out in the applicable Statement of Work. The term 'material' with respect to a deficiency or failure as used in this section is to be determined by the Purchaser acting reasonably in its sole discretion, it being acknowledged and agreed by the parties that the term "material" includes anything expressed as a requirement, specification or acceptance criteria set out in a SOW or created as a deliverable pursuant to a SOW. The Purchaser agrees that it will not obligate the Consultant to correct deficiencies or failures of an immaterial, cosmetic or trivial nature.

3.9 Purchaser and Consultant agree that for each Statement of Work, on or before the effective date of the Statement of Work, each will assign at least one person to act as liaison between the parties for the communication of matters of mutual interest and concern and the coordination of the Project Delivery Services and Work. Without limiting the generality of the foregoing, Consultant agrees to provide to Purchaser oral and written reports of the status and progress of the Work ("Status Reviews"), the frequency of which may be set out in the applicable Statement of Work. The Consultant shall establish or use its established system or systems to enable it to prepare and provide to Purchaser on a regular basis (daily, weekly, monthly or quarterly or yearly or in real time, as appropriate) as specified in a Statement of Work, management reports under which the Purchaser may monitor the provision of the Project Delivery Services and Work.

3.10 Section 12 of the Contract Standard is hereby deleted and replaced with the following:

"12. (a) The Purchaser's authorized representative shall have the right, without any obligation to exercise that right, to inspect the Work at all reasonable times and may reject any part thereof which is found to be not in accordance with any applicable standards and specifications as agreed under the applicable Statement of Work. However, the exercise by the Purchaser of its right to inspect shall not be construed to diminish any of the Consultant's duties and obligations under this contract. Any Work so rejected shall be promptly redone at Consultant's expense in accordance with this Section 12.

(b) Consultant warrants that all Work will be performed in a good and workmanlike manner, and that it will exercise due professional care and competence in the performance of the services. Unless otherwise set out in the applicable Statement of Work, any claim for non-compliance (which includes breach) of the Consultant with the warranties with respect to any of the Work or deliverables must be made by written notice to Consultant within ninety (90) days of acceptance of such Work or deliverables. For any such non-compliance the Consultant will promptly re-perform the Work and fix any deficiencies at Consultant's sole expense, and resubmit the Work to the Purchaser and the re-submitted work will be subject to the acceptance process set out in Section 3.8.

(c) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE WARRANTIES IN THIS SECTION 12 ARE CONSULTANT'S ONLY EXPRESS WARRANTIES CONCERNING THE WORK INCLUDING ANY DELIVERABLES, WORK OR

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MATERIALS AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES. NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE."

(d) THE WARRANTIES SET OUT IN THIS SECTION 12 SHALL NOT APPLY TO ANY WORK THAT HAS BEEN MODIFIED BY PURCHASER'S IT OUTSOURCING PROVIDER AFTER ACCEPTANCE BY PURCHASER WITHOUT WRITTEN APPROVAL OF CONSULTANT PROVIDED PRIOR TO THE MODIFICATION BEING MADE.

4.0 PERSONNEL

4.1 Section 16 (a) and (b) of the Contract Standard is hereby deleted and replaced with the following:

"16 (a) All Consultant personnel shall have the knowledge, abilities, experience and qualifications required for the Work, and shall be committed full time to the Work described in the Statement of Work, unless otherwise agreed in the Statement of Work.

16 (b) Consultant will provide resumes of proposed Consultant personnel for each engagement to Purchaser for Purchaser's review. Purchaser may interview any proposed Consultant personnel prior to any Purchaser engagement. All Consultant personnel, prior to working on any Purchaser engagement or doing Work under any Statement of Work, are subject to prior written approval of Purchaser. The Consultant agrees not to remove any Consultant personnel, or substitute with other personnel to perform the Work without obtaining the prior written consent of Purchaser, unless the Consultant is terminating the Consultant personnel in question for cause or the Consultant personnel has chosen to leave the employ of Consultant, is sick, takes leave, or for other reasons beyond the control of Consultant. Purchaser may, at its option, acting reasonably, request the Consultant to remove any Consultant personnel who, in Purchaser's sole reasonable and lawful opinion, are not satisfactory and furthermore, if the Purchaser also requests, the Consultant agrees to promptly replace such Consultant personnel with Consultant personnel that the Purchaser approves. The Consultant further agrees that, in all events, the Consultant will only substitute with other Consultant personnel who have been approved by Purchaser and who meet the criteria set out in this Agreement, and the Statement of Work, if any, and at rates no greater than the rates which Purchaser previously agreed for the Consultant personnel being replaced unless the Purchaser agrees otherwise in writing. In all cases, unless otherwise agreed to in writing, Consultant is solely responsible for all expenses, including any relocation, knowledge transfer, and training, associated with any replacement Consultant personnel."

4.2 In addition to the provisions of Section 28 of the Contract Standard, the Consultant personnel must at least meet industry standards for deliverables in both content and quality expected of the positions and their levels. Consultant will provide personnel with good written English skills with an emphasis on quality content. It is the Consultant's responsibility to confirm the Consultant's personnel have the required skill sets. The Consultant is responsible to provide all skills training and evaluation of its proposed personnel. The Consultant will be responsible and accountable for identifying and dealing with any issues related to the quality of workmanship or overall work ethics of the Consultant personnel. Without limiting Consultant's responsibility and accountability, where Purchaser becomes aware of quality and work ethic issues with Consultant personnel, Purchaser will advise the Consultant's representative in a timely manner in

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order for the Consultant to address the issue.

4.3 Consultant personnel may require unescorted access to Purchaser's Critical Cyber Assets (CCA) as a requirement to perform the Work which shall be identified in the applicable Statement of Work or otherwise identified by Purchaser in writing. The Consultant agrees that when employees or subcontractors of Consultant will require unescorted access to CCA as a requirement to perform the Work, Consultant must provide to Purchaser a Letter of Declaration containing the information identified in Appendix G2 or as otherwise agreed in writing by the parties.

4.4 Section 13(b) of the Contract Standard is hereby deleted and replaced with the following:

"13(b) The Consultant shall obey all rules and regulations established and communicated to Consultant by Purchaser in writing or as directed by Purchaser and made available to Consultant in writing in advance regarding the Purchaser's premises to which the Consultant has access and projects on which the Consultant performs the Work."

4.5 Section 14 of the Contract Standard is hereby amended by adding the following words at the end of the last sentence: "and communicated to Consultant by Purchaser prior to the commencement of the applicable Work.

4.6 The parties agree that, in performing the Work, the Consultant and the Consultant's personnel act solely as independent contractors in relation to Purchaser. Nothing in this Agreement or a Statement of Work constitutes or should be construed as creating a partnership, joint venture or an employer-employee relationship between Purchaser and the Consultant or between Purchaser Group and the Consultant's Personnel.

4.7 The Personnel Risk Assessment form referred to in Section 29 of the Contract Standard is attached hereto as Appendix G1.

4.8 Section 29 of the Contract Standard is hereby amended as follows:

(a) Section 29(a)(i) is amended by the addition of the following to the end of the sentence:

"or alternatively provide a Letter of Declaration with respect each of the applicable Consultant personnel, whether employees or subcontractors of Consultant, containing the information identified in Appendix G2."

(b) Section 29(a)(ii) is amended by adding the following after the word "completed":

"or the applicable Letter of Declaration has been accepted by Purchaser"

(c) Section 29(a)(iii)(C) is deleted and replaced with the following:

"C. in addition to any other remedy that the Purchaser may have against the Consultant as a result of the Consultant's failure to comply with all the terms of this Section, the Consultant shall, to the extent that the delay in providing the said services occurs as a result of the non-delivery of signed and witnessed Personnel Risk Assessment, Authorization and Release forms, or Letter of Declaration as required by (i) and (ii), excluding reasonable delays caused by unanticipated requests from the Purchaser for new/refreshed background checks, be liable to the Purchaser for all

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damages arising out of the said delay, subject to the limitations of liability under Section 15 of this Agreement."

(d) Section 29 (b)(i) is amended by deleting all words after the word "without" and replacing them with the words "limitation, follow all rules established by the Purchaser and communicated to the Consultant relating to Consultant's access to Purchaser Property, including with respect to protection against computer viruses".

5.0 CHANGE PROCESS

5.1 The parties agree that, during the term of a Statement of Work, either party may request the other to change the scope or schedule or revise, change or remove tasks or Work or to perform additional tasks, Work or provide additional deliverables that are not described in the Statement of Work. The parties agree to request such change in scope or schedule or revised, changed, removed or additional deliverables or Work in writing (a "Change Request"). In respect of such Change Request, the Consultant agrees:

(a) where Purchaser makes the request, to provide Purchaser with a written response regarding, and where Consultant makes the request, to document the impact on timing, deliverables, resources, personnel, fees and charges, and a written estimate of any applicable additional fees and charges;

(b) not to stop working on existing tasks or deliverables, nor proceed with the altered or additional tasks, deliverables or Work until Purchaser and Consultant agree to the Change Request in writing.

5.2 The parties agree that the business arrangements for additional Work or revised Work will be documented only by an approved and signed Change Request by an authorized representative of each party and that such Change Request will be deemed to amend and form a part of the applicable Statement of Work. For greater certainty, whenever the provisions of a Change Request conflict with the provisions of the Statement of Work, the provisions of the Change Request control and take precedence for the purposes only of that Statement of Work and Change Request.

5.3 The Consultant agrees to promptly notify Purchaser of any event that may affect the scope, timing, schedule, personnel, Work, deliverables, fees or charges or if, in the course of providing the services Project Delivery Services or the Work, it becomes apparent to the Consultant that the written estimate in respect of the time, charges, personnel or resources to produce the deliverables or Work is likely to be exceeded. Any change to the scope, timing, schedule, Work, deliverables, fees or charges described in a Statement of Work will be of no force or effect unless documented and approved by both parties in writing.

6.0 MSA PRICING, FEES and EXPENSES

6.1 Where the Work described under a Statement of Work is provided on a time and materials basis, the Consultant personnel will each submit timesheets to Purchaser for hours of Work actually performed on a bi-weekly basis for approval by Purchaser. The Work will be paid based on actual hours worked from timesheets approved by Purchaser at the rates set out in Appendix D.

6.2 Expenses incurred or submitted to Purchaser will not be reimbursed for Work within the Greater Toronto Area unless an exception is approved in writing by the Purchaser

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manager that is accountable for the specific Statement of Work. Pre-approval may be set out in the Statement of Work.

6.3 The rates set out in Appendix D are broken down into categories for local and non-local resources. All travel expenses for travel to and food and lodging within the Greater Toronto Area (GTA), including for local and non-local resources, are included in the rates set out in Appendix D. Expenses for travel to/from and food and lodging for Hydro One locations outside the GTA using the GTA as the starting point are not included in the rates in Appendix D. Consultant's mileage expenses for travel between the GTA and Barrie are not included in the rates in Appendix D and mileage between the GTA and Barrie (but not other travel, food or lodging expenses for travel between the GTA and Barrie) shall be reimbursable by Purchaser in accordance with the Purchaser's then current travel policy. Consultant must obtain written approval in advance from Purchaser manager that is accountable for the Statement of Work to obtain reimbursement for travel, food or lodging expenses, for travel outside of the Greater Toronto Area. Pre-approval may be set out in the Statement of Work. If requested by Purchaser, and available, Consultant will be required to provide Purchaser a copy of all receipts in respect of such expenses for travel outside the Greater Toronto Area if requested by Purchaser and will maintain records of such expenses in accordance with Purchaser's expense and/or travel policies. Where Purchaser's approval is provided, the Consultant and its personnel must follow the Hydro One travel expense guidelines set out in Appendix E as it relates to the types of expenses that Consultant seeks reimbursement. Any expenses incurred that are not approved in the Statement of Work or applicable Change Request or that are not in accordance with the Hydro One travel expense guideline will not be reimbursed.

6.4 Section 5 (a) of the Contract Standard is hereby deleted and replaced with the following:

"5. (a) Purchaser will issue Purchase Orders in respect of each Statement of Work. Where the Work described under a Statement of Work is provided on a time and materials basis, Consultant will invoice Purchaser monthly in arrears for actual hours worked for Consultant personnel with the technical competencies set out in Appendix C at the rates set out in Appendix D. Where the Work described under a Statement of Work includes a payments schedule based on milestones or deliverables, Consultant will invoice Purchaser only after, the milestone or deliverable has been reached or delivered and accepted by Purchaser as set out in Section 3.8 of this Agreement. All amounts will be invoiced and paid in Canadian dollars. All prices and/or rates in Appendix D and as invoiced include all applicable taxes (except for applicable sales taxes such as GST/HST), premiums, levies, duties, and other charges of every kind attributable to the Work that the Consultant, its employees, sub-contractors and agents for whom the Consultant is responsible at law, whether or not they are statutory or otherwise, including, without limitation, in relation to the following in respect of the Consultant's employees, and sub-contractors: insurance; Workplace Safety and Insurance Board (WSIB) or those of a similar body; payroll; health plan; dental plan; drug plan; employment insurance; vacation pay; sick time; bonus pay; Canada Pension Plan; any other pension plan; and, tax equalizations. Each invoice shall be in such detail and format as specified by the Purchaser and as a minimum, include: Purchaser's purchase number, the Consultant business name, address, invoice contact name and invoice contact phone number, Consultant personnel's name number of hours worked, hourly rate, invoice payment amount, remittance address, GST/HST, and GST/HST number. All original invoices must be submitted to:

Hydro One Networks Inc.
483 Bay Street,
12th Floor, North Tower,

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Toronto, Ontario
M5G 2P5
Attention: Accounts Payable

A copy of each invoice must also be sent to the Purchaser's representative who requested the Work.

Purchaser is not required to pay any invoice that does not include the information above, is incorrectly submitted or inaccurate."

6.5 Section 5 of the Contract Standard is amended as follows:

(a) In Section (c) replace the words "a project" with the words "the contract".

(b) Section (e) is deleted and replaced with the following:

"(e) The following applies to upset maximum (not to exceed price) pricing and time and material pricing. It does not apply to fixed prices:

(i) The use of overtime hours on the Work shall be subject to the Purchaser's prior written approval. Overtime hours shall be compensated at straight time hourly rates.
(ii) The rates set out in Appendix D apply to any resource hired by Consultant (including Consultant employees and sub-contractors) to perform the Work unless otherwise agreed upon in writing by the parties."

(c) In the last sentence of Section (f), the words "as provided to Consultant" are inserted before the words "from time to time".

6.6 Consultant agrees to provide the pricing and volume discounts as set out in Appendix D. The Consultant agrees that the rates set out in Appendix D are fixed and firm, and will not increase for the initial term of this MSA.

6.7 Section 21 of the Contract Standard is hereby amended as follows:

(a) The following sentence is added to the end of Section (a):

"Any undisputed portion of an invoice remaining unpaid for the later of 30 days from receipt will accrue interest at a rate of the lesser of 1.0% per month or the highest rate allowed by law."

(b) Section (c) is deleted and replaced with the following:

"21. (c) "Subject to the foregoing paragraph (a), if there is a good faith dispute with regard to a portion of an invoice, or if at any time during the performance of the Work there are deficiencies in the Work, including non-delivery of an acceptable final report, Purchaser will provide written notice and detail of the deficiency or dispute prior to the invoice due date, and Purchaser shall have the right to withhold from any invoice an amount that, in the Purchaser's opinion, takes into account the deficiencies or dispute and will pay the undisputed portion of the invoice. Any amount withheld will be paid 30 days after receipt of invoice submitted after the Purchaser's approval of the correction of deficiencies or resolution of the dispute,

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as applicable."

7.0 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

7.1 The first sentence of Section 8 (a) of the Contract Standard is hereby deleted and replaced with the following:

"Both parties retain all rights to their respective proprietary interests, including knowledge, experience, know-how, software, materials, technology, documents, data, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices, and specifications brought to the Work and used therein, or independently developed by such party including all enhancements and modifications thereto (collectively "Pre-Existing IP"). Modifications and enhancements to Consultant Pre-Existing IP that are embedded in or incorporated and form part of the Work shall be owned by the Purchaser unless the parties expressly agree in the Statement of Work that the Consultant will retain ownership of such embedded or incorporated modifications or enhancements of Consultant's Pre-Existing IP.

7.2 Section 8 (b) of the Contract Standard is hereby deleted and replaced with the following:

"(b) Except as may be expressly set out in a Statement of Work, upon acceptance, all right, title, and beneficial ownership interests to all intellectual property, including copyright, of any form, including, without limitation, the discoveries (patented or otherwise), software, data generated as a result of the Work, (hard copies and machine readable) or processes, conceived, designed, written, produced, and developed or reduced to practice as part of the Work (excluding Pre-Existing IP) shall irrevocably vest in and remain with the Purchaser. The Consultant shall not do any act which may compromise or diminish the Purchaser's interests as aforesaid."

7.3 The first sentence of Section 8 (c) of the Contract Standard is hereby deleted and replaced with the following:

"Unless otherwise expressly set out in an SOW to the contrary, upon acceptance, the Consultant grants to the Purchaser a non-exclusive, paid-up, irrevocable, perpetual license to use, copy and modify for use in conjunction with its utilization of the Work any Consultant Pre-Existing IP incorporated into the Work by the Consultant hereunder and to sublicense such rights to its successors, Affiliates, respective contractors and vendors for Purchasers, its successors and/or Affiliates business purposes only but not for the purposes of Purchaser, its Affiliates and/or their contractors and vendors to create commercial products that compete with Consultant commercial products. In addition, the license above does not permit Purchaser, its Affiliates and/or their contractors and vendors to use Consultant's methodologies or tools to offer commercial services to third parties that compete with Consultant's commercial services. Furthermore, unless otherwise set out in an SOW, prior to and to the extent that the Consultant incorporates any third party intellectual property into the Work, the Consultant shall secure from such third party a grant to the Purchaser of a non-exclusive, paid-up, irrevocable, perpetual license to use, copy and modify such third party's intellectual property incorporated into the Work by the Consultant hereunder and to sublicense such rights to its successors,

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Affiliates, respective contractors and vendors for Purchasers, its successors and/or Affiliates internal business purposes only."

7.4 Section 8 (d) of the Contract Standard is hereby deleted and replaced with the following:

"8 (d) The receiving party shall not permit disclosure or use of any information identified as confidential, sensitive or proprietary or which, given the nature of the information and circumstances of the disclosure, the receiving party knew or ought to have known, was or should be treated as confidential (including all documents, information and data conveyed, relayed, transmitted, received, observed, recorded or stored in any form, and includes the Work (subject to the terms of this Agreement or as otherwise agreed in writing), text, letter, memorandum, sound recording, video, film, photograph, chart, graph, map, survey, diagram, model, sketch, book of account, information about or related to computer software, hardware, firmware, equipment, data bases, data processing, telecommunication, communications networking system, practices, processes or procedures or other internal systems, security, or controls (in any stage of development), used, licensed, owned, or developed (or in development) and related documentation, records, accounts, technical data, research, products, financial information, plans or strategies, forecasts or forecast assumptions, business practices, and personal information,) regarding the disclosing party, its affiliates, suppliers or customers (collectively "Confidential Information") disclosed to or discovered by the receiving party in connection with the RFP, any Requisition, Project Delivery RFP or this Agreement or in the performance of the Work except as expressly permitted by this Agreement. The term "Confidential Information" includes any information that identifies or directly relates to natural persons ("Personal Information"). The receiving party shall only disclose Confidential Information to those of its personnel who have a need to know such Confidential Information and who have signed a written confidentiality agreement or have agreed in writing to confidentiality obligations with terms to maintain the confidentiality of Confidential Information no less strict than the terms hereof. The receiving party and its personnel shall only use and be permitted to use Confidential Information to the extent required to perform or receive or use the Work or exercise its rights and responsibilities under this Agreement, and for no other purpose. The receiving party shall be responsible and liable for any Confidential Information received by any of its employees, subcontractors, advisors, affiliates and agents. At the expiry or termination of this Agreement, or at any time at the disclosing party's request (provided that acting on such request does not prevent the ongoing delivery of Project Delivery Services still required to be performed under this Agreement), the receiving party will return or destroy all Confidential Information in the possession of receiving party (except that, as long as such Confidential Information is held according to the provisions of this Agreement, each party may retain copies of the other party's Confidential Information to the extent necessary for its backup, archival and record keeping purposes) .This confidentiality provision shall survive termination and expiry of this Agreement. Confidential Information shall not include any information that (1) is at the time of disclosure, or thereafter becomes, through a source other than the receiving party, publicly known, (2) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving party, (3) was known to the receiving party at the time of disclosure without an obligation to not to disclose such information, or (4) is developed independently by the receiving party without use of the confidential information. Except as required by law, and except with respect to Purchaser's Affiliates, Purchaser agrees not to use the Consultant's name, trademark or logo in any way, including on any on its web site or in any of its advertising or other written

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material provided to third parties without the prior written consent of the Consultant. Consultant shall not use the Purchaser's or their Affiliate(s)' name, trademark or logo in any way in any of its advertising or other written material provided to third parties, shall not create a link, either directly or indirectly between the Consultant's web site and Purchaser's or Affiliates' web sites. A party will seek the approval from an authorized representative of the other party to issue any news release or public communication in which Purchaser/Consultant or its Affiliates, as applicable, or their respective activities are mentioned.".

7.5 The following Section 8 (e) is hereby added to the Contract Standard:

"8 (e) Nothing herein shall prevent Consultant from independently developing for others a solution that is substantially similar to the Work or deliverables provided that Consultant does so without reference to or use of any of the Work or deliverables owned by the Purchaser (excluding Consultant Pre-Existing IP) or Purchaser's proprietary or Confidential Information. In addition, either party will be free to use the general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of the Project Delivery Services that are not Pre-Existing IP or proprietary or Confidential Information of the other party."

8.0 INSURANCE and WSIB

8.1 The Insurance Requirements referred to in Section 22 of the Contract Standard are attached hereto as Appendix F.

8.2 The following shall be added as new sentences at the end of Section 22 of the Contract Standard:

"In addition, before performing any Work under an SOW, at the request of the Purchaser, the Consultant will supply and cause any subcontractor performing the Work to supply to the Purchaser evidence that it is in good standing with the Workplace Safety and Insurance Board by providing a copy of its most recent WSIB certificate. The Consultant will be solely responsible for all Workplace Safety and Insurance Board claims by its personnel with respect to Work performed by Consultant's personnel. The Consultant agrees to indemnify the Purchaser in respect of any such claims. Notwithstanding the foregoing, Consultant's obligations to maintain WSIB Coverage shall be waived to the extent Consultant is exempt from coverage and Consultant shall provide evidence of such exempt status to the Purchaser to the extent Consultant is relying on such exemption."

8.3 Section 11 (Surety Bonds - Performance, Labour and Material Payment; Other Security) of the Contract Standard is hereby deleted.

9.0 TERMINATION

9.1 Section 25 of the Contract Standard is hereby deleted and replaced with the following:

"25. (1) Purchaser may terminate this Agreement, and/or any Statement of Work for convenience at any time on thirty (30) days' written notice. Unless otherwise agreed in writing in a Statement of Work, upon termination for convenience by the Purchaser, the

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Purchaser shall be obligated to pay the Contractor only for the actual Work performed (which in the case of Work payable on a milestone or deliverable basis may not yet have been accepted, but will be nonetheless properly due and payable by Purchaser to Consultant) and pre-authorized expenses incurred prior to the notice as well as costs for the reasonable, necessary, unavoidable, and unrecoverable direct costs and/or expenses incurred by Consultant by reason of any undertakings or commitments by Consultant made prior to the receipt of the notice of termination – and only to the extent actually incurred (i.e. less any refunds, credits or other, similar benefits received by Consultant upon cancellation). The above obligation to pay shall not apply where Purchaser terminates for default by the Consultant where such default is not remedied within the time frame set out in Section 25(2) below. Consultant shall make all reasonable efforts to mitigate all such costs and expenses. The Consultant shall not make any forward commitment after receipt of the notice of termination. Title to all Work produced in accordance with the provisions of Section 8 of the Contract Standard, regardless of the reason for termination, for which applicable payment is received, shall vest in the Purchaser. The Purchaser shall not be liable for loss of anticipated profit on the portions of Work or SOW that are terminated for convenience or for any incidental, indirect or consequential damage. Notwithstanding termination or expiry of this Agreement, this Agreement shall continue to remain in effect with respect to any Statement of Work that remains in effect, and has not expired or been terminated.

(2) Either party may terminate a Statement of Work for breach of such Statement of Work by giving thirty (30) days written notice specifically identifying the breach, unless the breach is cured within the thirty (30) day period or such other period as the parties may agree.

(3) The remedies in this Section 25(1) shall be the sole and exclusive remedies for any termination for convenience of this Agreement or any Statement of Work."

9.2 Section 27 of the Contract Standard is hereby amended as follows:

(a) Section 27 (a)(iv) is deleted in its entirety.

(b) Section 27 (a)(v) is deleted and replaced with the following:

"(v) failing to prosecute the Work with the skill specified in the applicable SOW and this Agreement and diligence after being brought to the attention of Consultant as default pursuant to Section 25 of this Agreement."

(c) Section 27 (a)(vii) is deleted and replaced with the following:

"(vii) failing or refusing to correct defective or deficient Work identified under Section 3.8 of the MSA or Section 12 of this Agreement after being brought to the attention of Consultant as default pursuant to Section 25 of this Agreement."

(d) Section 27(b) is hereby deleted.

(e) Section 27(c) is deleted in its entirety and replaced with the following:

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"(c) If the Consultant is in breach under a SOW or this Agreement and has failed to cure within the time frame set out in Section 25(2) or such other time period agreed by the parties, then the Purchaser shall be entitled to terminate the contract or the applicable SOW and Consultant shall:

(i) deliver to Purchaser all of the Work in progress;
(ii) remove from the Purchaser's premises all personnel of the Consultant and any sub-consultant in relation to the Work terminated; and,
(iii) cease the provision of any other Work associated with the SOW or contract terminated;

And subject to the terms of this Agreement, Purchaser shall not be obligated to pay for Work not delivered and accepted in accordance with this Agreement."

(f) Section 27(d) is deleted in its entirety and replaced with the following:

"(d) Without limiting the damages that Purchaser may claim or be awarded by a court of competent jurisdiction, the Consultant shall be liable to the Purchaser for:

(i) the actual costs to complete the Work;
(ii) the full amount of any costs and expenses incurred to procure replacement Work through a process of obtaining multiple quotes or bids; and
(iii) the cost of correcting defects (if any) in that portion of the Work performed by the Consultant.

and any such payment shall be included in the calculation of the amount paid in damages and subject to the limitation of liability under Section 15 of the Agreement.

(g) Section 27(e) is deleted and replaced with the following:

"(e) Any action by the Purchaser under this Section 27 shall be without prejudice to the Purchaser's other rights or remedies under law subject to the limitation of liability under Section 15 above."

10.0 NOTICES

10.1 Section 32 of the Contract Standard is hereby deleted and replaced with the following:

"32(a) Notices to the Purchaser shall be addressed to the General Counsel, Hydro One Inc., 483 Bay Street, 8th Floor, South Tower, Toronto, Ontario M5G 2P5. Such notices shall be effective upon receipt."

10.2 Notices to the Consultant shall be addressed to:

Accenture Inc.
145 King Street West, Suite 1401
Toronto, Ontario M5H 1J8
Attention: Jane L. Kerr, Managing Director – Resources Canada

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With a copy via facsimile to 905-248-5167

11.0 LIMITATION OF LIABILITY AND INDEMNITY

11.1 Section 15 of the Contract Standard is hereby deleted and replaced with the following:

"15. (a) Subject to all other exclusions and limitations anywhere in the contract documents and except with respect to a breach of confidentiality obligations, the breach of intellectual property rights or the amount of fees which have not been paid to Consultant for services and deliverables accepted by Purchaser, the Purchaser's maximum liability to the Consultant, or anyone claiming through the Consultant, shall not exceed an amount equal to the lesser of: (i) the Contract Price, and (ii) [redacted]

(b) Except with respect to a breach of confidentiality, a Consultant's breach of its obligations regarding Purchaser's Personal Information as provided for in Section 15(d), the exclusions in Section 15(e), or breach of intellectual property rights or indemnification obligations, unless otherwise set out in a Statement of Work, the total aggregate liability of Consultant, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, under this Agreement or a Statement of Work or with respect to the Work or services shall be limited to the greater of: (i) the sum of [redacted] and (ii)1.5 times the fees payable under or paid to Consultant under the applicable Statement Of Work,

(c) Except with respect to a breach of confidentiality obligations (excluding breaches of Purchaser Personal Information which are provided for in Section 15(d) below), the exclusions in Section 15(e), breach of intellectual property rights, or indemnification obligations, in no event shall the either party be responsible for any losses or damages that are indirect, consequential, punitive, or for economic loss, loss of revenues, loss of profits, or loss of business opportunity or as a result of fines levied by governmental or regulatory authorities.

(d) Subject to Section 15(c) but notwithstanding any other provision of this contract, unless otherwise specified in a SOW, the maximum aggregate liability of the Consultant with respect to any and all claims arising from Consultant's breach of its obligations with respect to Purchaser Personal Information, including a breach of Consultant's obligations under Section 4 relating to Purchaser Personal Information will be the payment of unlimited direct damages. For the purposes of this Section 15 (d) only, the following indirect damages shall be acknowledged as direct damages: (i) the costs of Consultant complying with its obligations under Section 4; (ii) the costs of breach investigation; (iii) the costs of breach remediation; (iv) the costs of subject (affected individuals) and regulatory authority notifications; (v) reasonable subject call centre support for a period not to exceed ninety (90) calendar days; (vi) reasonable credit monitoring services designed to protect against potential fraud associated with identity theft crimes for a specific period not the exceed twelve (12) months to the extent the unauthorised acquisition and/or misuse of the affected individual's personal data could lead to a compromise of the individual's credit or credit standing the costs of subject credit monitoring; (vii) non-appealable fines or penalties assessed by governments or

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regulators for the unauthorised acquisition or misuse of Purchaser Personal Information directly attributable to the Consultant's failure to comply with its obligations with respect to Purchaser's Personal Information outlined in this Agreement, and (viii) in addition to the items in Section 15(d) (i) to (vii) above, per SOW, up to a cap of [redacted] amounts (including reasonable defence costs) incurred by Purchaser as part of the defence, judgement or settlement of third party claims arising from Consultant's breach of the Purchaser's Code of Business Conduct as relates to privacy, Privacy Code or any applicable SOW specific privacy protocols. For the avoidance of doubt, the cap referred to in sub-paragraph 15(d)(viii) does not derogate the Purchaser's right to unlimited direct damages as outlined in this 15(d) above, or damages in Section 15(e). The Parties acknowledge that by defining the foregoing as direct damages, they are not precluding the recovery of other damages that may be determined by a court to be direct damages.

(e) The limitations set forth in Section 15(b) and Section 15(d) and the exculpations set forth in Section 15(c) and Section 15(d) shall not apply to damages resulting from the gross negligence or wilful misconduct of the Consultant or its personnel in the performance of the Services whether such personnel is an employee or subcontractor of Consultant.

(f) This Section 15 will apply irrespective of the nature of the action, demand or claim, including but not limited to, breach of contract (including fundamental breach), negligence, tort or any other legal theory, and will survive a fundamental breach or failure of essential purpose of this Agreement or of any remedy contained herein."

11.2 Section 30 of the Contract Standard shall be deleted in its entirety and replaced with the following:

"30. Indemnification

The Consultant shall indemnify and hold harmless the Purchaser and its agents, employees, directors, officers, shareholders, partners and Affiliates, from and against all third party claims, demands, losses, costs, expenses (including, but not limited to court costs, legal fees and disbursements) damages awarded, actions, suits, proceedings, or fines (imposed by third parties, including, without limitation, the provincial or federal governments or the courts thereof or any governmental agencies), (hereinafter called "claims") that relate to any bodily injury or death of any person or damage to real and/or tangible personal property to the extent such claims are caused by negligent or wilful acts or omissions of the Consultant, any sub consultant and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable or any breach of its obligations relating to Confidential Information (excluding Consultant's breaches of Purchaser Personal Information as addressed under Section 15.1(d)). The said indemnification shall apply whether the claims are in tort or in contract and whether the claims are for direct damages, indirect damages, punitive damages, economic loss, loss of revenues, loss of profits, or as a result of fines.

In addition, if Purchaser promptly notifies Consultant writing of a third party claim against Purchaser that any Work infringes any North American patent right that existed at the time the Work is performed, or of any other intellectual property right of any third party, Consultant will defend, indemnify and hold harmless Purchaser and its employees, directors, officers, shareholders, and Affiliates from such claim at its expense

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and will pay any costs or damages that are awarded against Purchaser. Consultant will not indemnity Purchaser, however, to the extent the claim of infringement is caused by (a) Purchaser's unauthorized modification of the Work or use of the Work other than as contemplated under this contract or authorized in writing by Consultant; (b) Purchaser's failure to use corrections or enhancements made available at no additional cost by Consultant where Consultant has advised Purchaser in writing of the necessity to use the correction or enhancement to avoid infringement; (c) Purchaser's use of the Work in combination with any product or information not owned or developed by Consultant, unless such use is contemplated under this contract or authorized in writing by Consultant; (d) Purchaser's distribution, marketing or use by third parties (other than Purchaser Affiliates) of the Work, unless such distribution, marketing or use is contemplated under this contract or otherwise authorized in writing by Consultant; or (e) information, written direction, specification or materials provided by Purchaser where such information, written direction, specification or materials itself infringes or where the Work cannot be created in a manner which avoids infringement if such information, written direction, specification or materials provided by Purchaser are used or followed . If any Work is, or in Consultant's opinion is likely to be, held to be infringing, Consultant will at its sole expense and option either: (i) procure the right for Purchaser to continue using it, (ii) replace it with a non-infringing equivalent including all costs and activities to implement and deploy such equivalent, (iii) modify it to make it functionally equivalent and non-infringing including all costs and activities to implement and deploy such modification, or (iv) direct the return of the deliverable and refund to Purchaser the fees paid for such Work. Consultant shall not resort to 30 a(iv) unless none of 30(a)(i)-(iii) is reasonably possible. The foregoing remedies constitute Purchaser's sole and exclusive remedies and Consultant's entire liability with respect to infringement.

Purchaser will defend, indemnify and hold harmless Consultant and its employees, directors, officers, shareholders, and Affiliates from Purchaser's failure to obtain the consents identified in an SOW that Purchaser is required to obtain (which consents shall, for greater certainty, include the consents identified in an SOW that Purchaser is required to obtain for Consultant to use Purchaser supplied third party software)."

To receive the indemnities contained in this Section 30, the party seeking indemnification must promptly notify the other party in writing of a claim or suit and provide reasonable cooperation (at the indemnifying party's expense) and full authority to defend or settle the claim or suit. The indemnifying party will have no obligation to indemnify the indemnified party under any settlement made without the indemnifying party's written consent.

12.0 OTHER AMENDMENTS TO THE CONTRACT STANDARD

12.1 Section 4 of the Contract Standard is hereby amended as follows:

(a) Section 4(a)(v) is deleted and replaced with the following:

"4.(a)(v) to safeguard the security and integrity of Personal Information in Consultant's custody and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain appropriate products, tools, measures and procedures to do so using no less than a reasonable standard of care;"

(b) Section 4(a)(vii) is deleted and replaced with the following:

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"4(a)(vii) to implement other specific security measures that in the reasonable opinion of the parties would improve the adequacy and effectiveness of the Consultant's measures to help safeguard the security and integrity of Personal Information and Records generally; and;"

(c) Section 4(a)(viii) is deleted and replaced with the following:

"4(a)(viii) that any Confidential Information supplied to the Purchaser may be disclosed by the Purchaser where it is obligated to do so under FIPPA, by an order of a court or tribunal or pursuant to a legal proceeding provided that prior to so disclosing the Purchaser advises the Consultant of the request and affords the Consultant sufficient time to object to the disclosure of the Confidential Information in accordance with the provisions of FIPPA."

(d) Section 4(d) is deleted and replaced with the following:

"4(d) The Purchaser may immediately terminate this contract upon giving written notice to the Consultant where the Consultant breaches any provision in this Section FIPPA Records and Compliance and does not cure such breach within the time frame set out in Section 25(2) or such other time period agreed by the parties".

(e) Add a new Section 4(e) as follows:

"(e) If Consultant requires access to or processing of Purchaser Personal Information: (i) from a location where Consultant is not on Purchaser premises, or (ii) where Consultant is not using Purchaser's computing devices; in connection with the Work for a particular project, the Parties will agree in the applicable Statement of Work on the specific protocols and obligations of each Party with respect to the access, use and protection of such Personal Information."

12.2 Section 6 of the Contract Standard is hereby deleted and replaced with the following:

"The Consultant shall keep accounts and records of the Work in accordance with generally accepted accounting principles. Such accounts and records, including invoices to Purchaser, receipts and time sheets shall be open to audit, inspection and copying by the Purchaser at reasonable times and upon reasonable notice, at Purchaser's cost. Accounts and records shall be preserved and kept available for audit until the later of: (i) expiration of two years from the date of completion of the Work and all warranty obligations under the applicable Statement of Work ; and, (ii) the date of early cancellation of the Work under Section 25 or termination of the Work under Section 27 hereof. Purchaser and its auditors will not be entitled to audit (i) data or information of other customers or clients of Consultant provided Consultant will not co-mingle Purchaser's data or information with data or information of other customers or clients of Consultant in a manner where Purchaser's data or information cannot be isolated; (ii) any internal cost information unless such is the basis of a reimbursable expense; or (iii) any other Confidential Information of Consultant that is not relevant to the Work or this Agreement. All information learned or exchanged in connection with the conduct of an audit, as well as the results of any audit, constitutes Confidential Information of Consultant. This right may be exercised no more than once during any twelve-month period, except where Purchaser acting reasonably, believes there has been an error, mistake, incident or breach by the Consultant."

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12.3 Section 20 of the Contract Standard is hereby deleted in its entirety and replaced with the following:

"20(a) Equipment authorized by the Purchaser for use by the Consultant or supplied to the Consultant by the Purchaser shall be used solely in the performance of the Work in a manner authorized by this contract; any loss or damage to the equipment (excluding normal wear and tear) or use of the equipment for any other purpose or manner is strictly prohibited and will constitute an improper use of the Purchaser's equipment. The Consultant acknowledges and agrees that any improper use of the Purchaser's equipment will constitute a breach of this contract. In addition to all other rights and remedies available to the Purchaser, at Purchaser's sole and absolute discretion, improper use of the Purchaser's equipment will be cause for immediate termination of this contract under Section 20 herein. The parties agree that any improper use by Consultant of Purchaser's equipment, the Consultant will reimburse the Purchaser, an amount equal to (i) the actual time spent by Consultant's employee and /or subcontractor using such equipment for an improper purpose, based on such person's rate card/hourly rate as set forth in the applicable Purchaser Order or statement of work; and (ii) reasonable costs attributable to the equipment use (i.e. rental rates for office space, printers, fax machines, etc for the time period of such improper use. In addition, the Purchaser may, in its sole and absolute discretion: (a) require the Consultant to promptly remove and replace such employee(s) and/or sub-contractor(s) from the project, and the Consultant shall be responsible to pay any fees or expense arising out of or in connection with the its replacement employee(s) and/or sub-contractor(s) becoming familiar with the project; or (b) notwithstanding Section 25 of this agreement, terminate the applicable purchase order/statement of work upon 2 business days advance written notice to Consultant if the Consultant has not removed and replaced the employee(s) and/or subcontractor(s) within the 2 day notice period. In addition, Consultant will reimburse Purchaser for any damage, loss, or other diminution in value of equipment caused by the Consultant's improper use thereof. Title to such equipment shall remain with the Purchaser. Equipment shall be clearly identified by Purchaser as property of the Purchaser and Consultant shall not remove any such identification. The Consultant shall be responsible for safeguarding such equipment (including without limitation, safety of Consultant and others from the equipment) while in its custody. The Purchaser shall have reasonable access to its equipment in the custody of the Consultant for the purpose of verifying records and conducting inventories of such equipment.

20(b) Following completion of the Work or early cancellation or termination of this Contract, the Consultant shall, unless otherwise directed, make all such equipment promptly available for pickup by the Purchaser. The Consultant shall be liable for the repair or replacement of all equipment owned by the Purchaser which becomes damaged (reasonable wear and tear excepted) or lost while in the custody or control of the Consultant. The Consultant shall maintain "All Risks" replacement cost coverage corresponding to covered losses to Consultant's property and the property of Purchaser while in the care, custody and control of Consultant while away from the Purchaser's premises. Purchaser shall be included as a joint loss payee to the extent of its interests in such loss."

12.4 Section 24 of the Contract Standard is deleted and replaced with the following:

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"24. The Consultant shall complete the Work in a diligent, professional, prudent, and workmanlike manner in accordance with the schedule set forth in the applicable SOW and, where a delay is caused by Consultant, or within Consultant's control, Consultant will increase the level of effort/resources necessary to ensure the schedule is maintained. Any price or funding limitations shall not be exceeded without the Purchaser's prior written authorization, notwithstanding any extra efforts required to maintain schedule."

12.5 Section 26 of the Contract Standard is hereby deleted and replaced with the following:

"26(a) The Purchaser shall have the right, which may be exercised from time to time without invalidating this Agreement, to delay the start date or suspend performance by the Consultant or any Consultant personnel of any part or the whole of the Work for such reasonable period of time as the Purchaser may notify the Consultant. Unless otherwise agreed by the parties, after a suspension of Work longer than 10 business days, a Change Request signed by both parties shall be required to effect a resumption of Work which may require an equitable adjustment of compensation and/or schedule, or other terms and conditions, including changes to Consultant personnel (including Key Personnel) which may no longer be available, to reflect the applicable circumstances caused by the suspension and proposed resumption. Consultant will use commercially reasonable efforts to secure the same resources where possible. Where no agreement can be reached on the proposed Change Request within a reasonable time of the commencement of negotiation of same, the notice of suspension shall be deemed to be a notice of termination for convenience pursuant to Section 25 of the contract".

"(b) The resumption and completion of the Work after the suspension shall be as established by the parties in a Change Request or otherwise in writing having regard to the duration of such delay or suspension, and the nature of the Work."

12.6 Section 31 of the Contract Standard is hereby deleted and replaced with the following:

"31. If at any time there is more than one legal entity constituting the Consultant, their covenants under this contract shall be considered to be joint and several and apply to each and every entity. If the Consultant is or becomes a partnership or joint venture, each legal entity who is a member or becomes a member of the partnership or joint venture or its successors is and continues to be jointly and severally liable for the performance of the services and all the covenants of the Consultant pursuant to this contract whether or not that entity ceases to be a member of the partnership, joint venture or its successor. Consultant will execute an agreement with the appropriate Purchaser Affiliate containing terms substantially the same as this contract if required."

12.7 Section 35 of the Contract Standard is deleted in its entirety and replaced with the following:

"35. **Law, Regulations, and Codes**
The Consultant shall comply with all federal, provincial, and municipal statutes, regulations, bylaws, standards, and codes which are applicable to the Consultant in the performance

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of the Work. Purchaser shall comply with all federal, provincial and municipal statutes, regulations, bylaws, standards and codes which are applicable to the Purchaser in relation to the use of the Work.

Furthermore, where the Purchaser includes in a Statement of Work, or the Statement of Work requires that the parties develop specific criteria, requirements or specifications that the Work, that is to be produced by the Consultant, be in accordance and/or compliance with one or more Purchaser identified statutes, regulations, bylaws, standards, and/or codes or parts thereof, then the Consultant acknowledges that it is responsible for producing the Work in accordance and/or compliant with such express criteria requirements or specifications.

13.0 MISCELLANEOUS

13.1 Capitalized terms in this MSA which are not otherwise defined in this MSA shall have the meaning given to those terms in the Contract Standard. If any provision of this Agreement is held to be invalid, illegal or unenforceable, all other provisions will nevertheless continue in full force and effect. No waiver of any provision of this contract will be effective unless it is in writing and signed by the party against which it is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this contract is not a waiver of that party's right to later enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right. Any terms and conditions of this Agreement which by their nature extend beyond the term or expiry of the Agreement or this Agreement shall survive the termination or expiry of the Agreement and this Agreement. This Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein. This MSA may be executed in counterparts each of which is deemed to be an original and all of which together are deemed to be one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this MSA effective as of the date and year first above written.

HYDRO ONE NETWORKS INC.

Per: _____
(Signature)

for Rob Berardi
(Name)

Director, Supply Chain
(Title)

May 15/15
(Date)

ACCENTURE INC.

Per: _____
(Signature)

[illegible]
(Name)

Managing Director, Accenture Inc.
(Title)

May 20/15
(Date)

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Appendix A

Contract Standard A-29-2011

A soft copy of Contract Standard A-29-2011 is embedded below. A hardcopy of the embedded document is to be attached to the execution copy.

A-29-2011 (October 2011).pdf

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CONTRACT STANDARD

Class	Number	Date
A	29	2011

HYDRO ONE INC.
OR ONE OF ITS SUBSIDIARY CORPORATIONS

STANDARD COMMERCIAL CONDITIONS FOR CONSULTING AND PROFESSIONAL SERVICES

October 2011

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1. Definition of Terms

The following terms, wherever used in any contract document, shall mean:

(1) "Conflict of Interest" - means, but is not limited to, any situation or circumstance where, in relation to the performance of its obligations under this contract, the Consultant's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this contract;;

(2) "Consultant" – means the individual, partnership or corporation who has been retained by the Purchaser to provide consulting and/or professional services;

(3) "Contract Price" - the stipulated value or sum of value(s) of the fixed price(s) or upset maximum price(s) for the Work (or any portion thereof) set forth in the contract documents as amended by any Instruction Notice. In the case of time and material contracts, "Contract Price" shall mean the product of the rates

stipulated in the contract multiplied by the estimated number of units of time the rates represent for the term of the contract, subject to any subsequent adjustments for : (i) actual eligible units of time incurred; and, (ii) upset maximum amounts. Contract Price excludes the GST/HST.

(4) "FIPPA" - means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended;

(5) "Goods and Services Tax" or "GST" means the federal Goods and Services Tax chargeable in accordance with Part IX of the *Excise Tax Act* (Canada), as amended (the "Excise Tax Act"), and includes the additional tax payable under sub-section 165(2) of the Excise Tax Act in respect of a supply made in a participating province;

(6) "Harmonized Sales Tax" or "HST" - means GST payable for a supply made in a participating province. Ontario is a participating province effective July 1, 2010;

(7) "Hydro One Home Location Area" – means an area within a 75 kilometer radius of 483 Bay Street, Toronto, Ontario M5G 2P5, and such other Hydro One locations in Ontario designated as such in any of the documents forming part of this contract;

(8) "Instruction Notice" – a formal executed written document issued by the Purchaser's representative formally amending the Purchase Order in any respect. Any other document purporting to be an instruction notice will be considered invalid;

(9) "Personal Information" means recorded information about an identifiable individual or that may identify an individual;

(10) "Proposal" – means the Consultant's submission in response to the Purchaser's Request for Proposal Documents.

(11) "Request for Proposal Document(s)" or "RFP" - the documents issued by the Purchaser calling for tenders, responses, or proposals for the performance of the Work or for the prequalification to perform the Work, as further stated in the said documents;

(12) "Purchaser" – means Hydro One Inc. or one of its subsidiaries, whichever of those corporations has been designated in a contract document;

(13) "Record" - any recorded information, including any Personal Information, in any form: (a) provided by the Purchaser to the Consultant, or provided by the Consultant to the Purchaser, for the purposes of this contract; or (b) created by the Consultant in the performance of this contract; and shall include or exclude any information specifically described in the purchase order;

(14) "Unfair Advantage" - any conduct, direct or indirect, by the Consultant at the procurement/bidding stage that may result in gaining an unfair advantage over other parties in the procurement/bidding process, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to the Purchaser and which is not available to other competitors, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the procurement process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the procurement process and result in any unfairness, including, without limitation, conduct, agreement, or concerted practice between the Consultant and another company or person to, among other things, create a fake bid/submission for comparative purposes, or require a competitor to refrain from bidding, or require a competitor to bid in a certain manner, or share details about their bid, including how they intend to bid; and,

(15) "Work" - all labour, materials, equipment, deliverables, documentation, services, tools, supplies, and acts required to be done or supplied.

2. **Contract Documents and Order of Precedence**

(a) The contract documents shall consist of (1) the Purchaser's Purchase Order ("Purchase Order"); (2) Clarification Documents (if any) agreed to and incorporated into the Purchase Order; (3) Insurance Requirements; (4) Special Terms and Conditions; (5) this Contract Standard (A-29-2011); (6) the Consultant's Proposal and (7) the Request for Proposal Documents (other than those listed above). These contract documents shall, to the extent of

any inconsistency or conflict, take precedence in the order in which they are named.

Appendices and addenda to any contract document shall be considered part of such document. The contract documents form this contract.

(b) These documents are subject to subsequent amendments to this contract, in the form of Instruction Notices or Change Orders, which shall take precedence over the documents amended thereby.

(c) No agent, employee or other representative of the Purchaser has authority to make any promise, agreement or representation not incorporated into a contract document, and no promise, agreement or representation whenever made shall bind the Purchaser unless so incorporated formally through the Instruction Notice or Change Order.

(d) The contract documents and the Work as specified therein shall be interpreted to include all Work reasonably required to provide a result that is fit for the Purchaser's purposes.

3. **The Purchaser's Representative**

The Purchaser shall inform the Consultant as to the identity of its authorized representative, to whom all correspondence, reports and documents shall be addressed. No acceptance, instruction, approval or statement by the Purchaser's authorized representative or by any other representative of the Purchaser shall relieve the Consultant from responsibility for proper performance of the Work.

4. **FIPPA Records and Compliance**

(a) The Consultant and the Purchaser acknowledge and agree that FIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Consultant agrees:

(i) to keep Records secure;

(ii) to provide Records to the Purchaser within seven (7) calendar days of being directed to do so by the Purchaser for any reason including an access request or privacy issue;

(iii) not to access any Personal Information unless the Purchaser determines, in its sole discretion, that access is permitted under FIPPA and is necessary in order to perform the Work;

(iv) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the Purchaser;

(v) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so;

(vi) to restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Work and who have been specifically authorized by the Purchaser authorized representative to have such access for the purpose of providing the Work;

(vii) to implement other specific security measures that in the reasonable opinion of the Purchaser would improve the adequacy and effectiveness of the Consultant's measures to ensure the security and integrity of Personal Information and Records generally; and,

(viii) that any confidential information supplied to the Purchaser may be disclosed by the Purchaser where it is obligated to do so under FIPPA, by an order of a court or tribunal or pursuant to a legal proceeding;

(b) The provisions of this Section shall prevail over any inconsistent provisions in this contract.

(c) The provisions of this Section shall survive any termination, cancellation, or expiry of this contract.

(d) The Purchaser may immediately terminate this contract upon giving notice to the Consultant where the Consultant breaches any provision in this Section FIPPA Records and Compliance.

5. **Pricing**

(a) The Contract Price shall be as referenced in the Purchase Order. Unless expressly stated

otherwise in the Purchase Order, as part of the Contract Price, the fixed price, upset maximum (not to exceed) price and/or rates shall be deemed to be gross prices and/or rates. For greater certainty, as part of the Contract Price, the said gross prices and/or rates will include all applicable taxes (except for GST/HST), premiums, levies, duties, and other charges of every kind attributable to the Work, whether or not they are statutory or otherwise, including, without limitation, in relation to the following: insurance; Workplace Safety and Insurance Board (WSIB) or those of a similar body; payroll; health plan; dental plan; drug plan; employment insurance; vacation pay; sick time; bonus pay; Canada Pension Plan; any other pension plan; and, tax equalizations.

(b) Only the GST/HST shall be shown separately as an extra to the Contract Price.

(c) The Consultant's prices and/or rates in (a) above shall be deemed to compensate the Consultant for all corporate, executive, and management expenses, general administration expenses, including the services of a project administrator (unless otherwise expressly specified in writing and referenced in the purchase order), accounting, employee relations, clerical staff, secretarial support, normal stationery and office supplies, local telephone, rent, utilities, taxes, depreciation, and Consultant's fees

(d) Consultant personnel designated as manager or above, including Project Manager or similar title or function, shall not be charged to the Work unless they are engaged in making a substantial direct technical contribution thereto, or unless otherwise specified in writing. Any effort which contemplates such charges shall require the Purchaser's prior written authorization.

(e) The following applies to upset maximum (not to exceed price) pricing and time and material pricing. It does not apply to fixed prices:

(i) The use of overtime hours on the Work shall be subject to the Purchaser's prior written approval. Overtime hours shall be compensated at straight time hourly rates. The Purchaser shall be entitled to a reasonable reduction in overhead rates to take the increase in billable hours into account.

(ii) The services of other consultants shall not be employed without the prior written approval of the Purchaser. Where such approval is obtained, the Consultant shall be reimbursed, without mark-up of cost, at the per diem or hourly rate charged by the other consultant(s).

(ii) Contract staff, employed at the Consultant's premises and under its direct supervision, shall be reimbursed at the per diem or hourly rate cost to the Consultant, without mark up, unless otherwise agreed upon in writing with the Purchaser.

(f) If Purchase Order expressly allows for recoverable expenses, the following expenses will be recoverable at cost, provided they are necessary and reasonable, and were directly and properly incurred for the performance of the Work:

(i) traveling and lodging expenses for Consultant personnel while away from their home office (as established for the purpose of this contract), provided that the anticipated expenses are approved in writing in advance by the Purchaser. No traveling or lodging expenses will be reimbursable if the Consultant has an office within the Hydro One Home Location Area and Consultant personnel is required to travel to any location within the Hydro One Home Location Area;

(ii) special drawings or reproduction charges;

(iii) printing or copying of documents for delivery to the Purchaser in excess of 15 sets; and,

(iv) other items approved in advance in writing by the Purchaser.

Recoverable travel-related expenses and other expenses shall also be subject to the Purchaser's *Travel and Expense Guidelines* in effect from time-to-time.

(g) Under no circumstances will any expenses be recoverable by the Consultant from the Purchaser, either directly or indirectly, for any hospitality, incidental, or food or beverage expenses incurred by Consultant personnel, or anyone acting on behalf of Consultant, including but not limited to expense in respect of:

(i) meals, snacks and beverages;
(ii) gratuities;
(iii) laundry, dry cleaning and valet services;
(iv) dependant care; and,
(v) personal telephone calls.

6. **Accounts and Right to Audit**

The Consultant shall keep proper accounts and records of the Work in form and detail

satisfactory to the Purchaser. Such accounts and records, including invoices, receipts, time cards and vouchers shall at all reasonable times be open to audit, inspection and copying by the Purchaser. Accounts and records shall be preserved and kept available for audit until the later of: (i) expiration of two years from the date of completion of the Work and all warranty obligations under this contract; and, (ii) the date of early cancellation of the Work under Section 25 or termination of the Work under Section 27hereof.

7. **Elimination of the Ontario Retail Sales Tax**

The Ontario Retail Sales Tax ("ORST") was eliminated effective July 1, 2010. The Consultant covenants and agrees that any cost savings as a result of the elimination of the ORST will be fully reflected in the amounts charged to the Purchaser under this contract. The Consultant will provide such information as the Purchaser may reasonably request to confirm that the full effect of all savin_s as a consequence of the elimination of the ORST are reflected in the prices, fees, and costs charged to the Purchaser.

8. **Proprietary Rights, Confidentiality**

(a) Both parties retain all rights to methodology, knowledge, and data brought to the Work and used therein. No rights to proprietary interests existing prior to the start of the Work are passed hereunder other than rights to use same as provided for below. The Consultant shall not knowingly incorporate into the Work any data, software or hardware the use of which by the Purchaser violates the proprietary rights of third parties.

(b) All right, title, and beneficial ownership interests to all intellectual property, including copyright, of any form, including, without limitation, discoveries (patented or otherwise), software, data (hard copies and machine readable) or processes, conceived, designed, written, produced, developed or reduced to practice in the course of the Work shall irrevocably vest in and remain with the Purchaser. The Consultant shall not do any act which may compromise or diminish the Purchaser's interests as aforesaid.

(c) The Consultant grants to the Purchaser a non-exclusive, paid-up, irrevocable, perpetual license to use any data and other proprietary items incorporated into the Work by the Consultant hereunder. Provided it is part of the Consultant's proposal and incorporated into this contract, the Consultant may reserve the right to incorporate into the Work data or other proprietary property for the use of which the Consultant wishes to charge a fee stipulated in the said proposal and incorporated into this contract. If the Consultant's proposal does not contain the fee, the Consultant shall be deemed to have waived any such fee. The Purchaser shall have the right to exploit such data and property and to license same to third parties provided that such licenses contain reasonable reservations of proprietary rights in favor of the Consultant (which may be included in a general reservation, but shall contain the same order of legal protection as the Consultant uses when distributing such data or property to third parties) or provided the use of same does not reveal information proprietary to the Consultant.

(d) Except as required in the performance of the Work or as authorized in writing by the owner, each party shall keep confidential all personal, customer, and proprietary information of the other ("confidential information"), including, without limitation, all unpublished business and technical information, papers, or records, however produced. The Consultant remains responsible if any confidential information is disseminated to its sub-consultant. These obligations of confidentiality shall survive completion and/or early termination or cancellation of this contract and shall apply for a period of five years from the date of the last invoice submitted by the Consultant hereunder. In addition to the foregoing, if requested by the Purchaser, the Consultant shall sign a more extensive and stringent confidentiality agreement. In all cases, if requested by the Purchaser, the Consultant agrees to obtain for the Purchaser the written agreement of the Consultant's employees, sub-consultants, and agents to protect all confidential information.

9. **Purchaser's Code of Business Conduct; Conflict and Interested Persons**

(a) The Consultant acknowledges and agrees that the Purchaser's directors, officers, employees, agents, representatives, and business partners are bound by the Purchaser's Code of Business Conduct.

(b) The Consultant will not take any action that would cause the Purchaser or any of its directors, officers, employees, agents, representatives, or business partners to be in breach of any of the obligations set out in Hydro One's corporate Code of Business Conduct. A current copy of the code may be

reviewed by downloading the electronic document by following the appropriate link at the following hyperlink: http://www.HydroOne.com/CodeofConduct

(c) In connection with any of the Work under this contract, the Consultant covenants and agrees, not to offer or give directly or indirectly to any of the Purchaser's employees or representatives, or their immediate family members (including their common law relationships) known to the Consultant to the best of its knowledge and belief, each of the foregoing persons an "Insider", collectively "Insiders", any of the following:

(i) any form of bribe or kickback;

(ii) gifts of cash, gift certificates, services, discounts, or loans;

(iii) any gift, entertainment, or similar type of benefit that does not serve a legitimate business purpose; or

(iv) any gift, entertainment, or similar type of benefit that may compromise or appear to compromise their ability to make business decisions in the best interest of the Purchaser.

(d) The Consultant further represents, warrants, and covenants that, at the commencement of this contract, and throughout its term, to the best of the Consultant's knowledge and belief, no Insider has (or will have) an interest (whether directly or indirectly, or personal, or financial), in the supplies, work, or business to which this contract relates, or in any portion of the profits thereof, or in any monies to be derived therefrom ("Insider's Interest"); however, there is no breach of the foregoing where:

(i) at the time of entering into this contract, the Consultant has disclosed all relevant facts known to it concerning the Insider's Interest, and the Purchaser has provided the Consultant with a written determination, made at the Purchaser's sole and absolute discretion, that the Insider's Interest:

A. does not have potential for real or perceived Conflict of Interest, or

B. has a potential for real or perceived Conflict of Interest but it can be managed in a way that protects the integrity and reputation of the Purchaser, and would withstand the test of reasonable and independent scrutiny, and a suitable method of monitoring and managing such real or perceived conflict has been determined and is implemented.

(ii) the Consultant is a publicly-traded company that offers its registered securities to the general public and the Insiders, collectively, have an insignificant interest in the stock of that company, not to exceed a total of five per cent of the outstanding stock of the company.

10. **Conflict of Interest in Performance of Work and Unfair Advantage**

(a) The Consultant represents and warrants that there is no Conflict of Interest between the performance of the Work outlined in the contract documents and its performance of Work and provision of services to other customers, and this warranty shall survive the execution of this contract.; during the performance of the Work, should any such Conflict of Interest be discovered, the Consultant covenants to immediately advise Purchaser of same, and Purchaser may, at its discretion, terminate this contract, or any part thereof, for cause under Section 10 herein.

(b) The Consultant further represents, warrants, and covenants that, prior to the award of this contract, to the best of the Consultant's knowledge and belief, no Unfair Advantage existed. Should the Purchaser discover the Consultant's failure to have disclosed all material details in connection with any Unfair Advantages at the procurement/bidding stage, the Purchaser may, at its discretion, terminate this contract, or any part thereof, for cause under Section 10 herein.

11. **Surety Bonds – Performance, Labour and Material Payment; Other Security**

(a) Surety Bond - At Purchaser's request, at any time, and from time to time, the Consultant may be required to furnish one or more surety bonds (being a performance bond(s) and/or a labour and material payment bond) in a form satisfactory to the Purchaser and in an amount up to 100 percent of the Contract Price.

The surety shall be acceptable to the Purchaser and licensed to issue such surety bonds in the Province of Ontario. The Consultant shall maintain the surety bonds in good standing until the fulfillment of its obligations under this contract.

(b) Other Security - At Purchaser's request, at any time, and from time to time, the Consultant may be required to furnish other security for contract performance, in a form and amount satisfactory to the Purchaser, such as a guarantee by a parent company (if applicable), a bank letter of credit, bank guarantee, a monetary deposit, or personal property security documentation.

(c) Reimbursement for Cost of Surety Bonds –

(i) If not requested for in the Tendering Documents, or,

(ii) if requested in the Tendering Documents and the cost thereof is shown separately in the Tender,

then following the issuance of a surety bond, the Consultant will be reimbursed for the cost thereof (if any, and without mark-up of cost by Consultant) at rates no more than the prevailing industry rates, 30 days after receipt of actual invoice accompanied by evidence of payment to the surety. After payment of the initial premium, the Consultant shall at its expense maintain the surety bond, and/or other security for contract performance in good standing for the duration of this contract, until fulfillment of its obligations under this contract. There will be no reimbursement of costs in relation to surety bonds in other circumstances or for the costs of any other security.

(d) Failure to Furnish Surety Bonds or Other Security - Failure to furnish the surety bonds, or other security within two weeks from the date of request, made at any time, therefor by the Purchaser, shall make any award of contract by the Purchaser subject to withdrawal and shall also entitle the Purchaser to the payment of any damages it may suffer as a result. If this contract has already commenced, the failure to furnish such surety bonds or other security will, at the Purchaser's sole discretion, entitle the Purchaser to terminate this contract for cause.

12. **Inspection and Warranty**

The Purchaser's authorized representative shall have the right, without any obligation to exercise that right, to inspect the Work at all times and may reject any part thereof which is found to be not in accordance with this contract and any applicable standards, including without limitation, applicable professional and safety standards, and any standards customary in the industry, and those imposed by law, including statutes, regulations, orders, guidelines, and judgments. However, the exercise by the Purchaser of its right to inspect shall not be construed to diminish any of the Consultant's duties and obligations under this contract. Any of the Work so rejected shall be promptly redone by the Consultant at its expense. This shall include, but not be limited to, all drawings and data prepared by the Consultant under this contract which are found, within a period of one year from date of transmittal to the Purchaser, to be incomplete or inaccurate due to a failure to comply with said standards.

13. **Escorted Access**

(a) If any of the Work or services provided pursuant to this contract requires entry to one or more of the Purchaser's transmission stations, switching stations, distribution stations or control centres by the Consultant or its sub consultants or any person providing services to, or acting on behalf of, the Consultant or its sub consultants (collectively, the "Entrants"), no Entrant shall be permitted entry to any of the said premises unless accompanied at all times by an employee of the Purchaser or another person appointed by the Purchaser to provide such accompaniment. It shall be the responsibility of the Consultant to arrange such accompaniment, and the Consultant shall ensure that no Entrant shall enter or attempt to enter the said premises without such accompaniment. The Purchaser may, at its sole discretion, waive in writing the requirement for the Consultant to be escorted when entering transmission stations, switching stations, and distribution stations.

(b) The Consultant shall obey all rules and regulations established by the Purchaser regarding the premises to which the Consultant has access and projects on which the Consultant performs the Work.

14. **Safety**

If the Work includes field work, the Consultant shall comply with all relevant safety rules and regulations, including, without limiting the generality of the foregoing, those established by the Purchaser.

15. **Purchaser's Limitation of Liability**

Subject to all other exclusions and limitations anywhere in the contract documents, the Purchaser's maximum liability to the Consultant, or anyone claiming through the Consultant, shall not exceed an amount equal to the lesser of: (i) the Contract Price, and (ii) [redacted] In no event shall the Purchaser be responsible for any losses or damages that are indirect, consequential, punitive, or for economic loss, loss of revenues, loss of profits, loss of business opportunity, or as a result of fines levied by governmental or regulatory authorities or the courts.

16. **Consultant's Manager/Staff: Consultant Not Agent**

(a) Prior to commencing the Work, the Consultant shall appoint a manager or professional as Project Manager who will be responsible for the administration and co-ordination of all phases of the work. All staff of the Consultant employed on the project shall have the knowledge, abilities, experience, and qualifications required for the Work and shall be committed to the Work. The Consultant must provide such additional support as may be required from time to time for the proper performance of the Work, and as may be necessary for completion of the Work within any completion date.

(b) Changes to Consultant personnel and support staff shall require the Purchaser's prior written approval. The Purchaser may request, at its discretion, that the dedicated project individual(s) be changed. The Consultant shall endeavor to accommodate such requests.

(c) The Consultant shall have no authority to bind the Purchaser or to assume or create any obligation or responsibility expressed or implied on the Purchaser's part, or in its name, nor shall it represent to anyone that it has such power or authority, except as expressly provided in this contract.

(d) The Consultant is independent from the Purchaser at all material times. Any subcontractor performing services on behalf of the Consultant shall be deemed to be an "agent or employee" of the Consultant, and under no circumstances be considered to be an agent or employee of the Purchaser.

17. **Assignment or Subcontracting**

Neither party shall assign or subcontract this contract or any portion thereof without the prior written consent of the other; but, notwithstanding the foregoing, the Purchaser may, without the Consultant's consent, assign this contract or any portion thereof to one an affiliate, as "affiliate" is defined under the Ontario *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended.

18. **Offshore Consultants**

The Consultant is responsible for applying to the Government of Canada for admission of personnel into Canada and for obtaining work permits where required. The Consultant will be required to obtain customs clearance and pay duties and taxes where applicable, for goods or tools used in the performance of the Work or imported into Canada. Assistance with clearance of goods will be provided by the Purchaser if requested.

19. **Withholding Tax**

(a) Certain amounts paid or credited to non-residents of Canada are subject to income tax withholding in accordance with rates and conditions set forth in the *Income Tax Act* and tax treaties. This tax is remitted to Canada Revenue Agency (CRA).

(b) For U.S.-based Consultants:

(i) a 15% withholding tax is required on the gross amount payable for services rendered in Canada (e.g. consulting fees, maintenance fees).

(ii) a withholding tax is required on rentals, royalties and similar payments (including payments for the rights to use computer software). The rate is 25% but is generally reduced to 10% under the Canada-U.S. Tax Convention, and is zero in certain circumstances. Where the Consultant either provides representation acceptable to the Purchaser, that it does not carry on or has not carried on business in Canada through a permanent establishment ("p.e.") and that the payments are not effectively connected to such p.e., or alternatively, the Purchaser is provided with a CRA waiver from the withholding requirement, the Purchaser will apply the 10% withholding or zero withholding to the payments, as applicable. In either case, the Consultant must indemnify the Purchaser for any tax, penalties and interest that may be assessed to the Purchaser by the CRA for failure to withhold the required tax (i.e. 25%) from the payments. The Consultant agrees to notify the Purchaser within thirty

days of commencing to carry on a business in Canada through a permanent establishment to which the payments due under this contract are effectively connected.

(iii) Each February, the Purchaser issues CRA forms, either a NR4 or T4A-NR (depending upon the nature of the payment made) to all non-resident Consultants who were paid by the Purchaser during the previous year.

(c) Under no circumstances will Purchaser:

(i) make any tax equalization payments of any kind to Consultant; and,

(ii) have any liability for any of the Consultant's income, payroll, or capital (including large corporation) taxes imposed by any governmental authority in connection with this contract.

20. **Equipment Owned by the Purchaser**

(a) Equipment authorized by the Purchaser for purchase by the Consultant or supplied to the Consultant by the Purchaser shall be used solely in the performance of the Work in a manner authorized by this contract; any use of the equipment for any other purpose or manner is strictly prohibited and will constitute an improper use of the Purchaser's equipment. The Consultant acknowledges and agrees that any improper use of the Purchaser's equipment will constitute a breach of the Consultant's duty of good faith and loyalty to the Purchaser, and a breach of this contract. In addition to all other rights and remedies available to the Purchaser, at Purchaser's sole and absolute discretion, improper use of the Purchaser's equipment will be cause for immediate termination of this contract under Section 20 herein. For any improper use of Purchaser's equipment, the Consultant will pay the Purchaser, as liquidated damages and not as a penalty, an amount equal to the greater of (i) five thousand dollars, or (ii) the amount of revenues generated, directly or indirectly which, the improper use of such equipment facilitates. Any damage, loss, or other diminution in value of equipment shall be additional to liquidated damages. Title to such equipment shall remain with the Purchaser. Equipment shall be clearly identified as property of the Purchaser. The Consultant shall be responsible for safeguarding such equipment (including without limitation, safety of Consultant and others from the equipment) while in its custody or control, maintaining a system of inventory control acceptable to the Purchaser. The Purchaser shall have reasonable access to the premises of the Consultant for the purpose of verifying records and auditing inventories of such equipment.

(b) Following completion of the Work or early cancellation or termination of this contract, the Consultant shall, unless otherwise directed, make all such equipment immediately available for pickup by the Purchaser. The Consultant shall be liable for the repair or replacement of all equipment owned by the Purchaser which becomes damaged or lost while in the custody or control of the Consultant. The Consultant shall maintain insurance, in which the Consultant and the Purchaser shall be named jointly as insured, covering the full replacement value of all such equipment against the risk of loss or damage.

21. **Invoicing**

(a) Charges for services rendered and reimbursable expenses incurred may be submitted monthly unless otherwise specified in the purchase order. Invoices shall be in such detail and format as specified from time to time by the Purchaser. Payment of acceptable invoices shall be made 30 days after receipt thereof.

(b) The GST/HST, together with the registration number for same, shall be shown separately on all invoices. The Consultant shall deduct all recoverable GST/HST paid from reimbursable expenses before adding GST/HST to amounts to be invoiced to the Purchaser.

(c) If at any time during the performance of the Work there are deficiencies in the Work, including non-delivery of an acceptable final report, the Purchaser shall have the right to withhold from any invoice an amount that, in the Purchaser's opinion, takes into account the deficiencies. Any amount withheld will be paid 30 days after receipt of invoice submitted after the Purchaser's approval of the correction of deficiencies.

22. **Insurance and WSIB Coverage**

In connection with the performance of any Work pursuant to these terms and conditions, the Consultant covenants and agrees to maintain insurance coverage, as well as registration and coverage under *Workplace Safety and Insurance Act, 1997*, S.O. 1997, as amended ("WSIB Coverage"), in accordance with the terms and limits of the Purchaser's document titled "Insurance Requirements", or in accordance with such other document identified in the purchase order that requires the

Consultant to maintain insurance coverage and WSIB Coverage.

23. **Progress Reports**

The Consultant shall forward to the Purchaser on or before the 20th day of each month, a progress report in such form and detail as may reasonably be requested by the Purchaser, showing the progress of the Work to the end of the preceding month. Such report shall also include a summary of the costs to date, estimated cost to completion of the Work, an explanation of any variance from the original estimate, and shall disclose accurately and clearly any other facts concerning the transaction which the Consultant believes are relevant. The Consultant shall notify the Purchaser immediately upon having expended or committed 80% of the authorized funds.

24 **Completion of the Work**

The Consultant shall complete the Work in a diligent, professional, prudent, and workmanlike manner in accordance with the schedule set forth in this contract and, if necessary, will increase the level of effort/resources necessary to ensure the schedule is maintained. Any price or funding limitations shall not be exceeded without the Purchaser's prior written authorization, notwithstanding any extra efforts required to maintain schedule.

25. **Contract Cancelation**

(a) The Purchaser shall have the right, which may be exercised at any time, and from time to time, to cancel this contract, or any uncompleted or unperformed portion of the Work or part thereof.

(b) Unless otherwise agreed in writing between the Consultant and the Purchaser, in the event of such cancellation, the Purchaser shall be obligated to pay the Consultant only for reasonable, necessary, unavoidable, and unrecoverable direct costs incurred by Consultant by reason of any undertakings or commitments by Consultant prior to the expiry of the notice period. Such costs are to be supported by audit, if required by Purchaser, performed by auditors acceptable to the Purchaser. The Purchaser will not be liable for any other amounts. The Consultant shall not undertake any forward commitment after receipt of notice of cancellation.

(c) Title to all Work for which reimbursement is made shall vest with the Purchaser. The above payment procedure shall not apply to situations in which the Purchaser is entitled to terminate this contract by reason of default by the Consultant in the performance of its obligations.

(d) The Purchaser shall not be liable to the Consultant for loss of anticipated profit on the cancelled portion or portions of the Work, or any other incidental, indirect or consequential damage.

(e) The Consultant shall not undertake any forward commitment after receipt of notice of cancellation.

(f) The remedies in this Section 25 shall be the Consultant's sole and exclusive remedies for cancellation of this contract.

26. **Suspension of Work**

(a) The Purchaser shall have the right, which may be exercised from time to time without invalidating this contract, to delay the start date or suspend performance by the Consultant of any part or the whole of the Work for such reasonable period of time as the Purchaser may notify the Consultant. Except to the extent any such delay or suspension arises from default by the Consultant, the Purchaser shall pay to the Consultant the pre-approved actual necessary, reasonable, unrecoverable, and unavoidable extra direct expenses incurred by the Consultant arising from the suspension, provided that in no event will the Purchaser be liable to the Consultant for loss of profit, loss of revenues, interest loss, loss of business opportunity, or any other damages or loss occasioned to the Consultant by reason of any such Work suspension. Such extra expenses shall be supported by audit, if required by the Purchaser, carried out by auditors acceptable to the Purchaser, prior to payment of same.

(b) The resumption and completion of the Work after the suspension shall be as established by the parties having regard to the duration of such delay or suspension, and the nature of the Work.

27. Default by Consultant - Termination

(a) Without limitation, the following actions by or circumstances relating to the Consultant shall constitute default on the part of the Consultant:

(i) committing any act of insolvency or bankruptcy, voluntary or otherwise;

(ii) having a receiver appointed on account of insolvency or in respect of any property;

(iii) making a general assignment for the benefit of creditors;

(iv) failing to pay accounts relating to the Work as they come due;

(v) failing to prosecute the Work with skill and diligence;

(vi) assigning or subletting this contract or any portion thereof without the required consent;

(vii) failing or refusing to correct defective or deficient Work;

(viii) being in breach of sub-Section 9(d)

(ix) failing to disclose all material details in respect of an Unfair Advantage during the procurement/bidding stage, or of a Conflict of Interest at any point, or being in breach of Section 10(b) hereof;

(x) being otherwise in default in carrying out any of its obligations under this contract, whether such default is similar or dissimilar in nature to the causes listed previously.

(b) Notice that the Consultant is in default shall not be required if the default relates to the bankruptcy, insolvency or financial instability of the Consultant. Ten days' written notice shall be given in the event of other defaults.

(c) If the Consultant is in default under this contract, then the Purchaser shall be entitled to:

(i) take possession of all of the Work in progress;

(ii) eject and exclude from the Purchaser's premises all personnel of the Consultant and any sub-consultant;

(iii) terminate the Purchaser's utilization of the Consultant to perform the Work;

(iv) finish the Work by whatever means it may deem appropriate under the circumstances;

(v) withhold any further payments to the Consultant until its liability to the Purchaser is ascertained.

(d) The Consultant shall be liable to the Purchaser for:

(i) the extra expense of finishing the Work, including compensation to the Purchaser for additional managerial and administrative services;

(ii) the cost of correcting defects (if any) in that portion of the Work performed by the Consultant; and

(iii) all other loss, damage and expense occasioned to the Purchaser by reason of the Consultant's default.

(e) Any action by the Purchaser under this Section 27 shall be without prejudice to the Purchaser's other rights or remedies under law or under any surety bond or other security held by the Purchaser for performance of this contract by the Consultant.

(f) The Consultant's performance under this contract, whether or not a default has occurred, may impact the Purchaser's assessment of the Consultant to perform future work by the Purchaser or its affiliates.

28. **Qualifications**

(a) The Consultant, the supervisor and employees, representatives and agents, and sub-consultants must be able to demonstrate that he, she or it has Qualified and Competent workers with suitable experience and adequate equipment to carry out the specified work safely. The Consultant shall rectify immediately safety rule violations by its employees and sub consultants. Refusal to do so and or repeated violations will result in permanent removal of the offender from the work or cancellation of this contract. The definitions of Qualified and Competent are as follows:

(i) "Qualified" means a person who is accepted as satisfactory in reference to experience, personal competency, and familiarity with rules, procedures, apparatus, and dangers involved in the work.

(ii) "Competent" means a person who:

A. is qualified because of his or her knowledge, training and experience to organize and perform the work;

B. is familiar with the provisions of the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended, and the Purchaser's corporate policies and procedures set forth herein that apply to the work;

C. has the requisite knowledge of any potential or actual danger to health and safety in the workplace;

D. is fit to perform the work, both physically and mentally; and,

E. is at least 18 years of age or such higher age as may be prescribed by law.

29. **Security/Safety Measures**

(a) Site Access

(i) The Consultant may, during the term of this contract, be required to complete and submit to Purchaser, Personnel Risk Assessment Forms as provided in the Request for Proposal Documents, for any and all personnel expected to have access to any of the properties, offices, or confidential or proprietary information of the Purchaser for the purpose of assisting the Consultant to provide any of the said services.

(ii) Once security checks have been successfully completed, the Purchaser will issue letters to the Consultant's representative authorizing site access to each applicant. The Purchaser's letter must be presented prior to access to the Purchaser's sites.

(iii) The aforementioned security requirements shall remain in force during the entire term of this contract. Notwithstanding anything else in this contract:

A. If stated in this contract and/or if so instructed by the Purchaser in writing, the Consultant shall not commence providing the said services prior to the Consultant's receipt of the Purchaser's letters authorizing site access to each applicant. The Purchaser's letter must be presented prior to access to the Purchaser's sites;

B. if the security status changes of any personnel, employee or subcontractor employee during the term of this contract, the Consultant shall not continue providing the said services utilizing the employee or subcontractor employee until such time as the Consultant receives from the Purchaser a letter authorizing site access based on said changed security status. In such an event, the Consultant shall diligently endeavour to complete the Work in accordance with the schedule set forth in this contract and, if necessary, will increase the level of effort necessary to ensure the schedule is maintained. Any price or funding limitations shall not be exceeded without the Purchaser's prior written authorization, notwithstanding any extra efforts required to maintain schedule. The Purchaser may in its sole discretion and without any cost to the Purchaser refuse access to the Purchaser's properties, offices, or confidential or proprietary information to any any worker (Consultant personnel, employee or subcontractor employee) with a criminal record. If the Purchaser does not refuse access to the Project Site to any such worker with a criminal record, the Consultant will not be relieved of any of its obligations under this contract respecting that worker and the Consultant will remain completely responsible for all actions and failures to act of all workers of the Consultant and any subcontractors while at the Project Site; and,

C. in addition to any other remedy that the Purchaser may have against the Consultant as a result of the Consultant's failure to comply with all the terms of this Section, the Consultant shall, to the extent that delay in providing the said services occurs as a result of the non-delivery of signed and witnessed Personnel Risk Assessment, Authorization and Release forms as required by (i) and (ii), be liable to the Purchaser for all damages arising out of the said delay.

(b) Security

(i) The Consultant shall protect Purchaser Property and computer resources against damage and waste including, without

limitation, following all rules established for protection against computer viruses.

(ii) The Purchaser retains the right to terminate for cause this contract or stop the Work at any time should the Purchaser in its sole discretion determine that any Consultant Staff Member is a security risk and/or the information provided in the Personnel Risk Assessment form or any other security related documentation was misleading or incorrect.

(iii) The Consultant shall obey all rules and regulations established by the Purchaser regarding the premises to which the Consultant has access and projects on which the Consultant performs the Work.

30. **Indemnification**

The Consultant shall indemnify and hold harmless the Purchaser and its agents, employees, directors, officers, shareholders, partners and affiliates, from and against all claims, demands, losses, costs, expenses (including, but not limited to court costs, legal fees and disbursements) damages, actions, suits, proceedings, or fines (imposed by third parties, including, without limitation, the provincial or federal governments or the courts thereof or any governmental agencies), that arise out of or result from or are attributable to the Consultant's performance of this contract (hereinafter called "claims") or relating to environmental, health or safety hazard(s) or condition(s) to the extent that such claims are caused by breach of contract or negligent or wilful acts or omissions of the Consultant, any sub consultant and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The said indemnification shall apply whether the claims are in tort or in contract and whether the claims are for direct damages, indirect damages, punitive damages, economic loss, loss of revenues, loss of profits, or as a result of fines.

31. **Interpretation of Contract Liability**

If at any time there is more than one legal entity constituting the Consultant, their covenants under this contract shall be considered to be joint and several and apply to each and every entity. If the Consultant is or becomes a partnership or joint venture, each legal entity who is a member or becomes a member of the partnership or joint venture or its successors is and continues to be jointly and severally liable for the performance of the services and all the covenants of the Consultant pursuant to this contract whether or not that entity ceases to be a member of the partnership, joint venture or its successor.

32. **Notices**

(a) Notices to the Purchaser shall be addressed to the General Counsel, Hydro One Inc., 483 Bay Street, 15th Floor, North Tower, Toronto, Ontario M5G 2P5. Such notices shall be effective upon receipt.

(b) Notices to the Consultant shall be effective upon delivery to the Consultant or the sending of same by registered post to the Consultant's last address recorded with the Purchaser.

33 **Re-employment of Former Employees**

(a) The Purchaser has a policy restricting the involvement, in the Purchaser's contracts, of former employees of Ontario Hydro or Hydro One Inc. or its subsidiaries that left those corporations under various staff reduction programs from 1992 onward. These restriction apply when (a) such former employee(s) owns 10% or more of the shares of a company, or (b) such former employee(s) perform the contracted service, regardless of the manner of contracting (whether as an employee, consultant, contractor or otherwise).

(b) Accordingly, where 10% or more of a company is owned by such former employee(s), or where it is anticipated that such former employee(s) will be utilized in the performance of this contract, the Consultant shall identify the individual(s) involved and the details of their ownership or employment with the Consultant. The Consultant represents and warrants that this disclosure was correctly made in its Proposal or response to the Purchaser, and that the same is true as of the date of entering into this contract. This disclosure shall remain a continuing disclosure obligation of the Consultant during the performance of this contract.

34. **Interpretation of Contract and Disputes**

(a) This contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

(b) The parties irrevocably submit to the exclusive jurisdiction of the courts of Ontario and the

Federal Court of Canada. All disputes in connection with this contract shall be commenced and heard in a court of competent jurisdiction in Toronto, Ontario.

35. **Laws, Regulations, and Codes**

The Consultant shall comply with all federal, provincial, and municipal statutes, regulations, bylaws, standards, and codes which are applicable to the Work.

End of A-29-2010 Document

Appendix B

Project Delivery Categories

- Business Intelligence
- SAP Minor Enhancement and Break Fix
- Smart Meter and AMI
- Mobile IT
- GIS
- SDx
- General Project Delivery (other)

Proprietary and Confidential.

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Introduction

Competencies are *observable* abilities, skills, knowledge, motivations or traits *defined in terms of the knowledge, expertise and behaviours* needed from time to time by Hydro One. Hydro One Networks has incorporated a list of competencies (but not limited to) that may be required for the various areas of expertise listed by Hydro One The IT Technical Competency inventory is to be used as a guide for the minimum levels associated for staff skills criteria . Hydro One Networks will use other criteria such as the unique/specific competencies for a particular project, in subsequent RF(x) submission besides competencies to place staff.

Competency Structure

For all competencies in the inventory, a brief definition is provided as well as a list of points of knowledge requirement. Each competency also includes a proficiency scale that indicates the full range of expression of the competency. Each proficiency scale has five levels indicating the depth and breadth to which knowledge and skill are required in the job. Each proficiency level is described in terms of behavioural indicators. **The behaviours at each level of the scale are illustrative rather than definitive; that is, other examples of behaviour are possible and can be used at each level.** Each competency scale is cumulative which means that, although behaviours from lower levels are not repeated at higher level, they nonetheless apply.

1. **Introductory**: Demonstrates introductory understanding and ability and, with guidance, applies the competency in a few simple situations.
2. **Basic**: Demonstrates basic knowledge and ability and, with guidance, can apply the competency in common situations that present limited difficulties.
3. **Intermediate**: Demonstrates solid knowledge and ability, and can apply the competency with minimal or no guidance in the full range of typical situations. Would require guidance to handle novel or more complex situations.
4. **Advanced**: Demonstrates advanced knowledge and ability, and can apply the competency in new or complex situations. Guides other professionals.
5. **Expert**: Demonstrates expert knowledge and ability, and can apply the competency in the most complex situations. Develops new approaches, methods or policies in the area. Is recognized as an expert, internally and/or externally. Leads the guidance of other professionals.

1. Application Development/Support and Maintenance

-Knowledge and ability to design, define, construct, enhance, support and maintain application software on one or more platforms. Includes Roles such as SAP Functional Consultant; Application Developer.

Knowledge requirements:

- Systems Analysis and Design
    - Requirements Analysis
    - General/external design (includes design principles)

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- Use of established techniques to assist in the analysis of business data/information flows and database construction (e.g., data and functional modeling)

- Application Development and Commercial Off-The-Shelf (COTS) Management
  - Programming languages (e.g., software language structures, machine, assembly, procedural, non-procedural, object-oriented languages)
  - Standards and methods used in developing and maintaining a repository of information and processes (e.g., development standards including programming, user interface, design, naming, specifications)
  - System development processes, tools and methodologies (e.g., Systems Development Life Cycle including principles, best practices and standards used in designing and maintaining a formal procedure and a related repository of information)
  - Unit testing processes and practices
  - Application development tools (e.g., COTS development tools, technical productivity tools, workstation operating systems)
  - Policies and practices related to office productivity tools
  - Policies and practices related to website design and use of Inter/Intranet technologies within the Public Service

1. Introductory

- Demonstrates a basic level of understanding of software specifications or design techniques.
- Demonstrates a basic understanding of programming concepts.
- Demonstrates a general familiarity with one or more programming languages and/or methodologies.
- Understands the importance of testing, documentation and production assurance.
- Knows where to look for standards.

2. Basic

- Demonstrates a working knowledge of one or more programming languages.
- Writes or adapts software modules for testing and integration.
- Understands and employs basic development methods and standards.
- Tests/debugs program modules.
- Uses a testing tool and prepares basic test cases.
- Understands the migration cycle and prepares program for migration.
- Prepares operational documentation.

3. Intermediate

- Demonstrates a detailed knowledge of several programming environments and a good working knowledge of hardware and software interfaces.
- Writes original multi-module/complex programs or applies reusable modules.
- Designs, tests and integrates software modules and resolves programming errors using various debugging tools and techniques.

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- Provides support, guidance and production assurance for common problems.
- Conducts impact analysis for proposed changes to or problems with the system.
- Prepares technical documentation (e.g., user guides, technical specifications).
- Undertakes routine analysis and works with designers and analysts to clarify and improve specifications or to identify alternative programming solutions.
- Enforces standards (e.g., at walkthroughs).

4. Advanced

- Demonstrates in-depth knowledge and capability in software construction, testing, infrastructure, configuration, a wide range of system development methodologies and operating standards.
- Demonstrates knowledge in multiple applications, data management systems and technologies or in a single area of expertise.
- Demonstrates application and corporate knowledge, and understands how a change would affect multiple applications.
- Makes recommendations/ decisions in application and program design, standards and program enhancements.
- Debugs very complex or urgent problems.
- Analyzes and models business functions, processes and information flow within or between systems.
- Provides guidance/mentors on programming practices and techniques to individuals and cross-functional teams.

5. Expert

- Demonstrates expert knowledge of software design, construction, programming trends, programming and scripting languages across a wide range of industry and government in multiple applications and data management systems or in a single area of expertise.
- Provides effective strategic direction to enterprise-wide application design.
- Guides and oversees multiple-concurrent software construction projects.
- Works with users at all levels to define system requirements and specify appropriate system environments to meet operational needs and system performance objectives.
- Presents software construction disciplines to peers in public forums.
- Develops policy and standards for software construction.

This competency does not include data management or database management (See Competency 4).

2. Architecture

-Knowledge and ability to apply architecture theories, principles, concepts, practices, methodologies and frameworks. Includes Roles such as Enterprise Architect.

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Knowledge requirements:

- Enterprise Architecture/Information Technology (IT) Strategy
  - Implementation/enforcement of policies and support
  - Architecture functions and the interrelationships with the organization's vision
  - Architecture direction, policies and practices with a focus on Hydro One Network Inc priorities
- Information Architecture
  - Organization of information to effectively support the work of the organization
  - Creation of an entity relationship model and an integrated function or process dependency model
  - Transaction services architecture, configuration and interfaces
  - Relationship between the information architecture and other architectures
- Systems Architecture
  - Design of the systems architecture and how its components are connected and operate with each other and other applications
  - Relationship between the systems architecture and other architectures (e.g., integrating technology and business)
- Technology Architecture
  - Design of the fundamental hardware, software and telecommunications systems that provide the infrastructure on which business applications are developed and run (e.g., network topologies)
  - Interrelationships of the various technologies and their respective roles
  - Technical standards
  - Relationship between the technology architecture and other architectures
- Hydro One Networks Inc and Business Information Technology (BIT) Policies and Standards
  - Business Application guidelines
  - Business Infrastructure Guidelines
  - Business Infrastructure Architecture

1. Introductory

- Possesses basic understanding of architecture principles.
- Reads and understands architecture specifications and models.
- Distinguishes between different architecture domains.

2. Basic

- Creates basic models based upon specifications.
- Defines key terms and concepts.

3. Intermediate

- Focuses on a single area of expertise.
- Produces analytic and candidate design models to be used for further analysis (e.g., telecommunications, networks).

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- Demonstrates awareness of other architectures.
- Validates models created by projects and/or junior staff.
- Signs off functional models.

4. Advanced

- Demonstrates good understanding of architecture across the business lines and how they interact but focuses on a single architecture.
- Produces frameworks for a single architecture.
- Assesses new requirements and makes design recommendations.
- Signs off architecture models.
- Manages transformations.
- Defines metadata models and information models.
- Monitors standards.

5. Expert

- Understands how architecture relates to the organization's vision, how new business fits in the current business lines, the integration of business and technology, and relates HONI priorities to target architectures.
- Builds corporate data models.
- Delivers and signs off frameworks for architectures and integration models.
- Recommends priorities for business based upon the architecture.
- Understands and applies TB standards (e.g., ISO, WC3 Quality standards).
- Addresses governance issues.
- Defines metadata models at the enterprise level, information models and the interoperability model.
- Extends the body of knowledge and contributes to government standards.

3. Business Analysis

- Knowledge and ability to apply the principles of business analysis in the planning, reengineering, requirement gathering for HONI business environments, operations, processes, and practices. Includes Roles such as Business Analyst; Change Management Analyst.

Knowledge requirements:

- HONI/business knowledge in various application areas (e.g., financial/accounting, human resources, purchasing, supply, policing, corrections)
- Common HONI/business management and decision-making concepts, principles, activities and practices (e.g., HONI corporate planning cycles and processes, accountability and budgetary cycles and processes)
- Business architecture (at a project level) and how it augments organizational design, planning systems and financial controls

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- Impact analysis and environmental scan methods, techniques and tools used to evaluate an organization's strengths and challenges
- Business case/cost benefit methodology and standards including return on investment (ROI) and total cost of ownership (TCO)
- Typical organization structures, job functions, work activities and workflow
- Business process analysis and business process reengineering methods and design benefits, methodologies and tools; roles in support of business change
- Costing and cost recovery
- Industry, business line and the technical aspects of the business line
- Relationship between the business architecture and other architectures
- Transaction processing theory and principles, flow and design
- HONI and Department policies and standards such as:

    - Business policy and standards development
    - Privacy Act

1. Introductory

- Demonstrates awareness of business rules and concepts.

2. Basic

- Understands business lines.
- Understands basic government and departmental services.
- Drafts simple requirements.

3. Intermediate

- Understands client business requirements, business roles, business planning and business processes.
- Understands and works within governance principles.
- Understands audit and compliance principles, change management principles and the impact of changes.
- Understands how technologies can enable business processes.
- Translates business requirements into technical requirements.
- Develops clear requirement statements.
- Develops simple business cases.
- Carries out simple business process reengineering, models and redesign processes.

4. Advanced

- Validates business requirements, applies government and corporate priorities.
- Gathers/refines complex business requirements, recommends or makes decisions on business requirements/interdependencies.
- Develops complex business cases.
- Carries out impact analyses and environmental scans to make recommendations.

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- Leads business process reengineering.
- Presents and defends complex positions and strategies for business decisions, processes and plans.
- Guides other business analysts.
- Advises on compliance, governance structures and audit principles.

5. Expert

- Works at the "integration level" by understanding the business architecture and its relationship to other architectures.
- Makes recommendations to senior management on strategies and plans.
- Carries out environmental scans of architecture.
- Assesses corporate impacts of changes and recommends strategies to senior management.
- Develops complex business cases across multiple business lines and platforms.
- Sets standards for compliance and governance structures.

4. Database Design and Management

- Knowledge and ability to apply the methods, practices and policies that are used in the design and the management of databases.

Knowledge requirements:

- Concepts, policies, principles, theories, practices and techniques associated with information management and information technology as it relates to database design and management
- Relationship between database design/management and application performance
- Database design and architecture - logical structure and physical structure (e.g., functional, metadata and process models)
- Database types (e.g., data warehouse, decision support, operational, query, ERP and relationship to technologies)
- Data security and recovery
- Database integrity, capacity planning, performance and tuning
- DBMS and data warehouse principles, best practices and standards
- Interoperability
- Database software installation processes and techniques
- Database tools to design and manage databases (e.g., data management tools, data modeling tools, database integration tools)
- Languages for data modeling, manipulation, control and database query
- Database trends and directions

1. Introductory

- Demonstrates basic understanding of database management, logical design concepts and levels of database security.

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- Understands the difference between different database structures (e.g., relational vs. network).
- Comprehends database design (e.g., diagrams, schemas, models).
- Demonstrates basic understanding of data manipulation language (DML).
- Demonstrates an awareness of performance issues (e.g., distribution of data, size definitions).

2. Basic

- Understands a single database management system (DBMS), its components and how they relate to each other.
- Demonstrates a good knowledge of data manipulation language (DML) and data definition language (DDL).
- Codes/tests basic database access modules (e.g., stored procedures).
- Troubleshoots, at a basic level, to understand database problem and identify where to direct it (e.g., basic database accessibility).
- Recognizes the importance of database basic recovery and, with guidance, performs backup and recovery.
- Understands database release management, applications business rules, data integrity issues, database security implementation, workload manager and interaction with DBMS (e.g., CICS, NT).
- Performs data population, debugging and testing.
- Conducts basic impact analysis for database change management.

3. Intermediate

- Demonstrates working level understanding of single DBMS relevant operating systems, applications business rules and its dependencies with other applications, databases and/or business partners.
- Applies wide range of concepts to the corporate/vendor environment (e.g., database security and/or individual profiles).
- Makes recommendations on logical/physical models (e.g., converts from logical model, implements and maintains physical model to meet storage, availability, and performance requirements).
- Develops, codes, tests and reviews complex database access modules.
- Solves problems that impact on the business or service, resolves data integrity issues and implements data integrity safeguards, and uses diagnostic and monitoring tools to prevent problems/enhance performance and availability.
- Demonstrates a solid knowledge of system testing and integration environments.
- Develops, selects, recommends and implements strategies for backup and recovery, data population and migration.
- Conducts general impact analysis on database change management.

4. Advanced

- Demonstrates broad understanding of multiple DBMS or an in-depth knowledge of one or more DBMS.

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- Develops logical models incorporating business requirements such as high availability, redundancy and disaster recovery into the logical/physical database design.
- Researches, pilots, evaluates new technologies and standards, identifies how they will integrate with the corporate network and recommends strategies.
- Solves unusual problems or problems with a significant impact on the business.
- Deals with major and/or multiple application groups.
- Creates or reviews certification testing.
- Develops standards and procedures for implementing new database technology.
- Mentors people and provides input/guidance to cross-functional teams.

5. Expert

- Demonstrates expert knowledge of data management, data stewardship, HONI-wide data management initiatives and trends in data management and how they can be applied.
- Holds an enterprise-wide view and/or is regarded as the subject matter expert in one or more areas of expertise, and provides effective strategic direction to enterprise-wide data management.
- Develops enterprise-wide multi-disciplinary architectural documents translating business data requirements into topographical format.
- Demonstrates broad-based knowledge of information technology (e.g., programming, data management, platforms).
- Develops business cases for enterprise-wide data management initiatives as a direct response to business drivers.
- Guides and oversees multiple-concurrent data management projects.
- Conducts procurement for data management solutions and related services.
- Develops strategies, policy and standards for corporate data management and contributes to standards working groups - governmental and/or industry.

5. Infrastructure/Platforms

- Knowledge and ability to support the enterprise computing infrastructure (e.g., enterprise servers, client server, storage devices and systems, hardware and software) in the provision, management, storage, operation, scheduling, support and maintenance of the infrastructure.

Knowledge requirements:

- Principles, practices, standards, methods and techniques related to interoperability of hardware/software configuration controls
- Platform environment (e.g., client-server environment, enterprise server/mainframe environment)

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- Storage and retrieval (e.g., area network, mainframe storage, media storage, virtual storage)
- Systems hardware and its characteristics (e.g., mainframe computers, mini and micro-computers, CPU, memory, disk, registers, bus, channel)
- Hardware/software and connection, implementation and maintenance
- Operating systems, communications and software utilities used on enterprise server/mainframe and distributed computer systems
- Cooperative processing (two or more computers simultaneously processing portions of the same program or operating on the same data such as multiple-CPU systems, distributed systems)
- Monitoring of systems software (i.e., the operating system and all utility programs that manage computer resources at a low level) including compilers, loaders, linkers, and debuggers
- Operations performance monitoring and capacity planning of the delivery platform
- Treasury Board and corporate IT standards and policies regarding the development and support of infrastructure systems and networks

1. Introductory

- Demonstrates awareness of the platform principles and procedures.
- Understands need for capacity planning and performance management.
- Operates the platform at a simple level under supervision.
- Demonstrates awareness of the standards for the platform.

2. Basic

- Understands the platform technology and concepts.
- Understands how basic concepts relate to each other and applies them.
- Understands how the platform integrates with other environments, at a basic level, from an end-user perspective.
- Operates the platform at a simple level.
- Troubleshoots basic physical or software problems.
- Understands and applies the standards.

3. Intermediate

- Understands how the platform integrates with other environments (e.g., network).
- Participates in day-to-day operations (e.g., monitoring operations of the platform).
- Uses performance data collection tools and techniques.
- Installs software and hardware on the platform.
- Solves routine problems.
- Solves typical hardware and software problems.
- Uses diagnostic tools to solve complex problems.
- Executes standards.

4. Advanced

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- Demonstrates in-depth knowledge of an area of expertise.
- Contributes to high-level architecture.
- Evaluates/pilots new technologies, assesses the results, identifies how they integrate with the platform and implements them.
- Carries out performance measurement and capacity planning.
- Incorporates business requirements such as high availability, redundancy and disaster recovery into platform design.
- Resolves complex problems.
- Develops and monitors/enforces standards and procedures for new technology configuration and implementation.
- Mentors/guides individuals and cross-functional teams.

5. Expert

- Demonstrates expert knowledge of platform principles, technology, government-wide technology initiatives and technological trends.
- Demonstrates an intimate knowledge of the environment, interdependencies and impact of change.
- Provides effective strategic direction to enterprise-wide platform design and initiatives.
- Develops enterprise-wide multi-disciplinary architectural and design documents.
- Resolves very complex problems and recommends capacity and performance improvements.
- Conducts procurement for platform hardware and services.
- Sets standards and technology direction for the platform.
- Leads the development of people in the infrastructure domain.

[This competency does not include network/telecommunication systems (See competency 8).

6. IT Project Management

- Knowledge and ability to apply formal project management principles and practices during the planning, implementation, monitoring and completion of projects, ensuring effective management of scope, resources, time, cost, quality, risk and communications. Includes Roles such as Project Director; Project Manager; Team Lead.

Knowledge requirements:

- Enhanced Management Framework for the management of information technology/projects
- Project management concepts, techniques, methods and tools and industry best practices in the management of projects in an IT environment (e.g., Project Management Body of Knowledge (PMBoK))
- Project estimating and planning techniques
- Project progress monitoring

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- Management of change, risk and problem
- Human resources management
- HONI policies and standards

1. Introductory

- Understands basic concepts (e.g., project goals, risk, scope, participants' roles, planning and the importance of project management principles such as time, cost and quality management).
- Provides input to project plan.

2. Basic

- Understands project reporting.
- Develops simple project plans including work breakdown structure and estimates.
- Identifies and escalates issues and potential delays.
- Manages small, straightforward projects or specific components of larger projects.

3. Intermediate

- Manages a complete multi-stage project in own area.
- Identifies, allocates and manages resources needed to meet project objectives.
- Develops and manages the project plan, including timelines, deliverables, milestones and costs.
- Identifies potential roadblocks and risks and develops contingency plans to deal with them.
- Oversees implementation of the project plan, monitors progress, resource usage and quality, and makes needed adjustments.

4. Advanced

- Manages complex, multifaceted/ interrelated projects that span own area or department boundaries.
- Conducts comprehensive risk assessment and develops plans for eliminating or mitigating the risks identified.
- Mentors other project managers.
- Understands the impact of the project on the department as a whole.
- Develops complex plans (e.g., with interdependencies or cross-department).
- Implements standards.

5. Expert

- Oversees/manages large, highly complex, diverse or strategic projects that impact the organization as a whole.
- Develops departmental policies and standards.

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- Markets project management principles and benefits across the department.
- Sets/evolves the vision of how project management should be done.
- Changes project management practices.
- Experienced in multiple project management disciplines.

7. (Data) Network

- Knowledge and ability to implement the methods, practices and policies governing the design, analysis, development, management and use of the hardware and software used to transfer information such as data, voice, images and video. Includes Roles such as Telecom Analyst.

Knowledge requirements:

- Theories and concepts, methods, policies and practices to design, develop, plan network infrastructure systems (e.g., calculation of peak and mean bandwidth requirements, response time, propagation delays, priorities, traffic types, traffic flows (point-to-point, multicast, broadcast), error detection and protection, security, interoperability, growth, quality of service, availability)
- Installation, configuration, operation and maintenance of telecommunications infrastructure hardware and software
- Standards describing the structure of data exchange between systems (e.g., OSI seven layer reference model)
- Standards describing the format content and exchange mechanisms between systems, such as communication protocols (including protocols that relate to the convergence of technologies, such as Voice over IP), connection oriented versus connectionless protocols
- Classes of networking systems (e.g., Local Area Network (LAN), Metropolitan Area Network (MAN), Department Wide Area Network (DWAN), Wide Area Network (WAN), Virtual Private Network (VPN), Voice Network System, Remote Access Networks, associated hardware and software, operating systems and protocols)
- Network topologies (physical and logical) and their characteristics
- Classes of telecommunication media, such as wire based (e.g., copper, fibre) and wireless (characteristics of various frequency bands from HF to microwave)
- The purpose and use of different networks (e.g., Internet, Intranets, Extranets)
- Value added networks (i.e., services added within a communications network beyond data transfer such as message routing, resource management and conversion facilities)
- Performance analysis, diagnosis, capacity planning and data communications monitoring/management practices, protocols and tools
- Data, voice and video requirements and services
- Traffic and transmission management
- Common carrier services - data transmission and telephony service offerings provided by private sector companies

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- Security, including specific methods, policies and best practices to secure information within the telecommunications network infrastructure
- Industry regulations and tariffs (e.g., CRTC)

1. Introductory

- Demonstrates basic understanding of data communications and components, definitions, key concepts, communication protocols and platforms (e.g., Firewalls, Security, Frame Relay, SNA, ATM, Hubs/Routers/ Gateways switches, VOIP, ISDN, routing protocols).
- Understands need for capacity planning and performance management.

2. Basic

- Understands data communications routing and switching technology.
- Understands how basic concepts relate to each other and applies them (e.g., vendor-specific standards).
- Understands how data communications integrate with other environments (e.g., mainframe) and are distributed, at a basic level, from an end-user perspective.
- Assists in the design of basic connections (e.g., connecting 100 people to a WAN or designing a small site (less than 50)).
- Troubleshoots basic physical or software connectivity problems, network congestion (e.g., cables/connections, defective equipment, logging in to network equipment, checking configuration of routers/switches).
- Uses data communications diagnostic tools.
- Tests, configures, installs and supports hardware and software at any typical site.
- Talks clients through troubleshooting.

3. Intermediate

- Understands how data communications integrate with other environments such as mainframe, distributed, E-commerce, firewalls and external networks, at a component level.
- Demonstrates and applies wide range of concepts to the corporate/vendor environment.
- Understands vendor-specific network switching and routing products.
- Translates multiple client network connectivity requirements and limitations into technical specifications for building/site designs.
- Designs complex building environments using existing standards (e.g., complex site layouts (many buildings and requirements)).
- Resolves typical hardware and software problems (e.g., connectivity, network congestion, protocols, uses diagnostic tools).
- Conducts certification testing.
- Executes standards.

4. Advanced

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- Incorporate business requirements (e.g., high availability, redundancy, disaster recovery) into data communications design using analytical techniques.
- Evaluates/pilots new technologies, identifies how they integrate with the corporate network and implements.
- Resolves unusual or atypical network problems without clear precedents and/or that have significant impact or consequence on the business or service.
- Creates or reviews certification testing.
- Develops standards and procedures for new technology configuration and implementation.
- Mentors/guides individuals and cross-functional teams.
- Deals with major client groups (e.g., regional or national client).

5. Expert

- Demonstrates expert knowledge of data communications principles, network technology, government-wide technology initiatives and technological trends.
- Demonstrates broad-based knowledge of information technology.
- Develops enterprise-wide multi-disciplinary architectural documents.
- Develops business cases for enterprise-wide network technology initiatives as a direct response to business drivers.
- Provides effective strategic direction to enterprise-wide network design.
- Guides and oversees multiple-concurrent network projects.
- Conducts procurement for network solutions network hardware and services procurements.

8. Security/Information and Application Protection

- Knowledge and ability to ensure there are adequate technical and organizational safeguards to protect the continuity of IT infrastructure services by the implementation of IT security principles, methods, practices, policies and tools that are used in securing IT resources including information and operations security, physical security,business continuity/disaster recovery planning, methods to deal with security breaches and security assessment in a technical environment. Includes Roles such as Security Analyst; Security Specialist.

Knowledge requirements:

IT security principles methods, policies, practices and tools

- Information Protection/IT security principles, threat and risk assessment methodology, practices, procedures and tools (e.g., Government privacy and security related legislation and policies, biometric and cryptographic principles, firewalls, intrusion logs, encryption and digital (numeric) signature)
- Theories, processes and methodologies involved in developing, implementing, monitoring and reporting IT security planning

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frameworks, policies, measures, counter-measures and monitoring programs, procedures and guidelines
- Management tools such as data classification and risk assessment/analysis to identify threats, classify assets and to rate system vulnerabilities
- IT software and hardware security requirements
- Preparation and conduction of Privacy Impact Assessments (PIA), Statement of Sensitivity (SOS), Threat Risk Assessments (TRA), Vulnerability Assessments (VA)
- Accreditation procedures, policies and practices
- Security certification procedures
- Security hardware and software
- Hydro One Network Inc BIT, IT standards and policies regarding the development and support of infrastructure systems and networks, including security policies and operational standards

IT Operations Security
- Protection techniques for the entire facility, from the outside perimeter to the inside office space, including all of the information system resources and methods to deal with security breaches
- Requirements of hardware, media and of the operators and administrators with access privileges to these resources
- Application product level security, access management and remote access
- Auditing and monitoring the mechanisms, tools and facilities to permit the identification of security events and to assess operations security capacity
- Viruses
- Computer crimes laws and regulations and the measures and technologies used to investigate computer crime incidents
- Cryptographic, graphic and hardware applications

Business Continuity/Disaster Recovery Planning
- Disaster recovery strategies, plans, tests and management
- Preservation and business recovery planning, practices, policies and procedures
- Rollback and contingency strategies, planning practices and tools
- Business continuity analysis procedures and exercise frameworks
- Activities within the response, recovery, restoration and resumption phases applicable to business continuity plans
- Roles and responsibilities of IT operational functions during business continuity exercises
- Hydro One Networks Inc business continuity planning policies and programs, including HONI BIT Standards

1. Introductory

- Demonstrates awareness of security requirements.
- Demonstrates awareness of certification policies.
- Demonstrates awareness of privacy requirements and standards.

2. Basic

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- Understands concepts of IT security and its application to computer systems architecture.

3. Intermediate

- Executes security test plans.
- Deals with low impact threats.
- Acts to protect integrity of system data at operation level (e.g., single key incident).
- Performs security certifications.
- Provides advice on disaster recovery planning.
- Participates in disaster recovery tests.
- Recommends security safeguards.
- Executes standards.

4. Advanced

- Demonstrates a broad understanding or very detailed area of expertise in security subject(s).
- Demonstrates a broad knowledge of security policies and interprets policies.
- Understands a specific security application or tool and how it works.
- Conducts risk assessments.
- Assesses security safeguards.
- Deals with threats and serious incidents.
- Deals with intrusions at a high threat level.

5. Expert

- Demonstrates an expert understanding or very detailed area of expertise in multiple security subject(s).
- Demonstrates expert knowledge of law, regulation and policies, and interprets policies and standards.
- Is an expert in multiple security applications and tools.
- Leads risk and security safeguards assessments.
- Mitigates threats and serious security incidents at the enterprise level.
- Consults on security issues and recommends corporate strategies.
- Leads the development of enterprise policies and standards.
- Directs employees and consultants and mentors others.

9. Testing

- Knowledge and ability to perform testing of software and/or hardware using a systematic approach (i.e., the orderly progression of testing in which software elements, hardware elements or both are combined and tested until the entire system has been integrated). Includes Roles such as Test Manager; Test Team Lead, Tester.

Knowledge requirements:

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- Quality assurance and control
- Testing approaches and strategies
- System and application testing methodologies, practices and principles (e.g., end-to-end)
- Testing/validation in relation to the systems development life-cycle
- Types of testing (e.g., volume, unit, compatibility, bandwidth, integration, system, end-to-end, web-stress)
- Testing standards (e.g., Treasury Board and department, International organization for standardization (ISO))
- Testing and readiness functions and assessments including release processes and packages, change control and system integration
- Testing tools including automated tools, test scripts and reporting/tracking tools
- Certification and accreditation of new applications

1. Introductory

- Demonstrates awareness of testing principles and processes.
- Understands testing terminology.

2. Basic

- Tests and debugs software modules.
- Conducts unit testing.
- Understands testing methodologies and principles.
- Understands standards for testing.
- Executes test scripts.
- Reports test results.
- Understands and applies IT system security for applications.
- Uses a testing tool.

3. Intermediate

- Understands systems integration principles (i.e., the methods, practices and policies that are used during a systems integration process, including hardware, software, network and applications).
- Understands release and certification processes.
- Prepares test cases/scripts.
- Carries out complex testing/ validation (e.g., volume testing, integration testing).
- Ensures other applications are not affected.
- Matches results with expectations in the design document.
- Troubleshoots/resolves issues.
- Implements test tools.
- Applies standards for testing.

4. Advanced

- Conducts application testing.
- Conducts complex series test scenarios.

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- Prepares test plans and strategies.
- Researches/tests testing tools and makes recommendations.
- Develops test practices.
- Implements and monitors standards for testing.
- Tests standards.
- Understands the impact of testing on the environment and other tests being carried out.
- Ensures that the right/appropriate tests are being carried out.
- Mentors others.
- Guides application stakeholders in testing methods and tools.

5. Expert

- Manages integration testing.
- Sets standards for cycle testing.
- Designs testing methodologies.
- Develops test standards, best practices and policies.

10. Service Management Processes

- Knowledge and ability to implement the methods, practices and policies governing the design, development and use of the IT support processes designed to keep the IT environment functioning efficiently, effectively and securely.

Knowledge requirements:

- Service Management Principles
  - Relationship between different IT support processes and between support processes and clients
  - Implementation and management of services using the principles and methods associated with industry best practices (e.g., Information Technology Infrastructure Library (ITIL))
  - Service level agreements and performance evaluations
  - Processes and practices to ensure the Agreement and Statements of Work or contracts are met while taking steps to minimize any adverse impact on service quality
  - Hydro One Networks Inc and department policies and standards (e.g., Service Management Life Cycle Framework)
- Change Management
  - Processes and practices to ensure changes to the IT environment are introduced successfully and on a scheduled basis
  - Planning, scheduling, distribution, application and tracking of changes to the IT environment
- Configuration Management
  - Management of the physical and logistical properties of resources and their relationships (e.g., physical connections and dependencies)

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    - Configuration management technologies that affect the IM/IT environment including the physical and logistical properties of resources
- Release Management
    - Processes and practices to ensure the introduction and maintenance of all IS/IT infrastructure and that existing infrastructure falls within the standards and the technology suppliers supported release levels
- Problem Management
    - Detection, reporting, analysis, recovery, resolution and tracking of problems
- Service Desk/Help Desk/Client Support
    - Concepts, techniques and practices of help desk operations and service delivery
    - Provision of a single point of contact for all users of the IT infrastructure services
    - Installation, configuration, troubleshooting and application software support
    - Techniques and practices for client queries, troubleshooting and problem resolution and prioritization

1. Introductory

- Understands service management processes and concepts (e.g., incident management, change management, release management).
- Understands concepts, techniques and practices of help desk operations and service delivery.

2. Basic

- Understands and follows a process in problem management, change management or configuration management.
- Provides IT help desk support services.
- Gathers information from end-users to determine the nature of problems and resolve them.
- Monitors SLAs and escalates problems.
- Performs initial evaluation of problem and routes as necessary.
- Understands the requirements of process (e.g., involvement of service management early in the process).

3. Intermediate

- Understands interrelationships and interdependencies between service management processes.
- Installs, configures, troubleshoots and supports application software.
- Analyzes, evaluates and diagnoses technical problems and proposes solutions.
- Manages process ensuring it is followed (e.g., change, problem, testing, costing, backup and recovery, QA release).
- Schedules release after ensuring absence of conflicts.
- Serves as a point of escalation.

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- Conducts customer satisfaction surveys.
- Guides others in processes.
- Implements changes to processes.

4. Advanced

- Implements and manages services using the principles and methods associated with Information Technology Infrastructure Library (ITIL) and other industry best practices.
- Identifies who to call for severe or complex problems.
- Manages the provision of help desk services and problem resolution.
- Analyzes problem trends and makes recommendations.
- Develops service management processes.
- Writes/negotiates SLAs for operational level agreements and internal SLAs.
- Develops customer satisfaction surveys.
- Sets guidelines for others to follow.

5. Expert

- Negotiates, develops, implements and manages service level agreements.
- Develops service management standards, practices and policies.
- Builds and maintains a network of experts.
- Develops SLA templates.
- Negotiates complex SLAs.
- Provides guidelines for service management (e.g., recommends changes based upon results of a customer satisfaction survey).
- Recommends continual improvements in service management strategy and processes.

11. Change Management Processes

CM Manager(s) – Lead overall Change program on Programs/Major Projects, and Projects (CM Practitioners, LOB CM resources). The CM Manager is responsible for delivering on the Change portion of the effort. Strong skills and competency across all elements of Change Management is mandatory. Prosci experience is preferred. Must also have experience in project management methodology

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Appendix D

Rates

Pricing and Volume Discounts

Volume Discounts

Subject to Purchaser's compliance with its obligations under the Agreement and as specified under each Statement of Work, and its timely payment of fees to Consultant, Purchaser will be eligible for the following discounts ("Discounts"):

- If in a contract year Purchaser has paid Consultant an aggregate amount for professional fees under the Agreement in excess of [redacted] (CND) but less than [redacted] fees for any additional services performed under the Agreement during the remainder of that contract year will be reduced by [redacted] from the applicable rates for that contract year;
- If in a contract year Purchaser has paid Consultant an aggregate amount for professional fees under the Agreement in excess of [redacted] (CND) but less than [redacted] (CND), fees for any additional services performed under the Agreement during the remainder of that contract year will be reduced by [redacted] from the applicable rates for that contract year;
- If in a contract year Purchaser has paid Consultant an aggregate amount for professional fees under the Agreement in excess of [redacted] fees for any additional services beyond [redacted] performed under the Agreement during the remainder of that contract year will be reduced by [redacted] from our applicable rates for that contract year;

The Discounts outlined above are not cumulative and are reset to zero at the beginning of each contract year. The calculation of the total amounts paid by Purchaser to determine eligibility for Discounts shall exclude expenses, taxes, and all amounts that are unpaid, set off and/or withheld by Purchaser.

Illustration of Discounts:

[redacted]

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Rate Cards

The rates cards for Categories 1 and 2 are below. The first COLA adjustment will be January 1, 2016. A COLA adjustment is by a factor equal to the unadjusted Core Consumer Price Index of Canada published by the Bank of Canada.

Rate Card Assumptions
[redacted]

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Category 1	[redacted]		[redacted]	
Project: e				
ROLE	[redacted]	NUMBER OF PERSONNEL AVAILABLE	[redacted]	MINIMUM HOURS BILLED PER DAY
Project Manager	[redacted]	80	[redacted]	8 on/9 off
Enterprise Architect	[redacted]	80	[redacted]	8 on/9 off
Security Analyst	[redacted]	220	[redacted]	8 on/9 off
Infrastructure Analyst	[redacted]	220	[redacted]	8 on/9 off
SAP Functional Consultants	[redacted]	260	[redacted]	8 on/9 off
SAP Functional Consultants	[redacted]	260	[redacted]	8 on/9 off
Project: Cu				
ROLE	[redacted]	NUMBER OF PERSONNEL AVAILABLE	[redacted]	MINIMUM HOURS BILLED PER DAY
Project Manager	[redacted]	80	[redacted]	8 on/9 off
Enterprise Architect	[redacted]	80	[redacted]	8 on/9 off

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Security Analyst	[redacted]	220	[redacted]		8 on/9 off
SAP Functional Consultants		260			8 on/9 off
SAP Functional Consultants		260			8 on/9 off
Project: M					
ROLE		NUMBER OF PERSONNEL AVAILABLE			MINIMUM HOURS BILLED PER DAY
Project Manager		80			8 on/9 off
Enterprise Architect		80			8 on/9 off
Security Analyst		220			8 on/9 off
SAP Functional Consultants		220			8 on/9 off
SAP Functional Consultants		260			8 on/9 off

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Project: P[redacted]			
ROLE	[redacted]	NUMBER OF PERSONNEL AVAILABLE	[redacted] MINIMUM HOURS BILLED PER DAY
Project Manager		80	8 on/9 off
Enterprise Architect		80	8 on/9 off
SAP Functional Consultants		260	8 on/9 off
SAP Functional Consultants		260	8 on/9 off

Project: Su[redacted]			
ROLE	[redacted]	NUMBER OF PERSONNEL AVAILABLE	[redacted] MINIMUM HOURS BILLED PER DAY
Project Manager		800	8 on/9 off

Project: SA[redacted]			
ROLE	[redacted]	NUMBER OF PERSONNEL AVAILABLE	[redacted] MINIMUM HOURS BILLED PER DAY
Project Manager		800	8 on/9 off

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Rate Cards For Project Delivery Services

Sub Category: General Project Delivery

ROLE	AVERAGE NUMBER OF YEARS AND RELATED EXPERIENCE	NUMBER OF PERSONNEL AVAILABLE
Solution Architect	16	4,300
Technical Architect	8	4,300
Data Architect	8	4,300
Functional Specialist	7	3,040
Junior Developers	3	720
Senior Developers	5	4,300
Senior System / Business / Data / Process Analysts	5	3,860
Junior System / Business / Data / Process Analysts	3	3,860
Report / KPI Development Analysts	2	4,720
Application Rationalization Architect Team Lead	10	5,750
Project Management / Team Leader	8	3,100
Business Process Management Lead	5	3,100
Account / Relationship Manager	17	1,700

Sub Category: Business Intelligence

ROLE	AVERAGE NUMBER OF YEARS AND RELATED EXPERIENCE	NUMBER OF PERSONNEL AVAILABLE

[redacted]

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Solution Architect	16	1,600
Technical Architect	8	1,600
Data Architect	8	1,600
Functional Specialist	7	2,820
Junior Developers	3	1,240
Senior Developers	5	4,900
Senior System / Business / Data / Process Analysts	5	2,420
Junior System / Business / Data / Process Analysts	3	2,420
Report / KPI Development Analysts	2	4,780
Application Rationalization Architect Team Lead	10	6,100
Project Management / Team Leader	8	1,350
Business Process Management Lead	5	1,350
Account / Relationship Manager	17	550

Sub Category: SAP Minor Enhancement and Break Fix

ROLE	AVERAGE NUMBER OF YEARS AND RELATED EXPERIENCE	NUMBER OF PERSONNEL AVAILABLE
Solution Architect	16	700
Technical Architect	8	700
Data Architect	8	700
Functional Specialist	7	2,850
Junior Developers	3	2,500
Senior Developers	5	6,150
Senior System / Business / Data / Process Analysts	5	2,050
Junior System / Business / Data / Process Analysts	3	2,050

[redacted]

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Report / KPI Development Analysts	2	5,050
Application Rationalization Architect Team Lead	10	7,300
Project Management / Team Leader	8	800
Business Process Management Lead	5	800
Account / Relationship Manager	17	100

Sub Category: Smart Meter and AMI

ROLE	AVERAGE NUMBER OF YEARS AND RELATED EXPERIENCE	NUMBER OF PERSONNEL AVAILABLE
Solution Architect	16	20
Technical Architect	8	20
Data Architect	8	20
Functional Specialist	7	60
Junior Developers	3	60
Senior Developers	5	220
Senior System / Business / Data / Process Analysts	5	20
Junior System / Business / Data / Process Analysts	3	220
Report / KPI Development Analysts	2	120
Application Rationalization Architect Team Lead	10	250
Project Management / Team Leader	8	15
Business Process Management Lead	5	15
Account / Relationship Manager	17	20

[redacted]

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Sub Category: Mobile IT		
ROLE	AVERAGE NUMBER OF YEARS AND RELATED EXPERIENCE	NUMBER OF PERSONNEL AVAILABLE
Solution Architect	16	80
Technical Architect	8	80
Data Architect	8	80
Functional Specialist	7	260
Junior Developers	3	200
Senior Developers	5	660
Senior System / Business / Data / Process Analysts	5	220
Junior System / Business / Data / Process Analysts	3	220
Report / KPI Development Analysts	2	520
Application Rationalization Architect Team Lead	10	750
Project Management / Team Leader	8	80
Business Process Management Lead	5	80
Account / Relationship Manager	17	20
Sub Category: GIS		
ROLE	AVERAGE NUMBER OF YEARS AND RELATED EXPERIENCE	NUMBER OF PERSONNEL AVAILABLE
Solution Architect	16	25
Technical Architect	8	25
Data Architect	8	25

[redacted]

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Functional Specialist	7	25
Junior Developers	3	20
Senior Developers	5	60
Senior System / Business / Data / Process Analysts	5	25
Junior System / Business / Data / Process Analysts	3	25
Report / KPI Development Analysts	2	50
Application Rationalization Architect Team Lead	10	70
Project Management / Team Leader	8	20
Business Process Management Lead	5	20
Account / Relationship Manager	17	10
Sub Category: SDx		
ROLE	**AVERAGE NUMBER OF YEARS AND RELATED EXPERIENCE**	**NUMBER OF PERSONNEL AVAILABLE**
Solution Architect	16	4,300
Technical Architect	8	4,300
Data Architect	8	4,300
Functional Specialist	7	3,040
Junior Developers	3	720
Senior Developers	5	4,300
Senior System / Business / Data / Process Analysts	5	3,860
Junior System / Business / Data / Process Analysts	3	3,860
Report / KPI Development Analysts	2	4,720

[redacted]

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Application Rationalization Architect Team Lead	10	5,750	[redacted]
Project Management / Team Leader	8	3,100	
Business Process Management Lead	5	3,100	
Account / Relationship Manager	17	1,700	

Category 2 - Immediate Requirements				
Role: Project Manager-ADS Ph1 Rel 2 - Conservation Voltage Reduction				
ROLE	[redacted]		**NOTICE REQUIRED PRIOR TO START (BUSINESS DAYS)**	[redacted]
Candidate 1			10	
Candidate 2			10	
Role: Project M				
ROLE			**NOTICE REQUIRED PRIOR TO START (BUSINESS DAYS)**	
Candidate 1			10	
Candidate 2			10	
Role: GIS Specia			**ion**	
ROLE			**NOTICE REQUIRED PRIOR TO START (BUSINESS DAYS)**	
Candidate 1			15	
Candidate 2			10	
Role: Business Analyst-CDM-DSM Module				

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ROLE	[redacted]	NOTICE REQUIRED PRIOR TO START (BUSINESS DAYS)	[redacted]
Candidate 1		10	
Candidate 2		10	
Role: Project M			
ROLE		NOTICE REQUIRED PRIOR TO START (BUSINESS DAYS)	
Candidate 1		10	
Candidate 2		10	
Role: Project M			
ROLE		NOTICE REQUIRED PRIOR TO START (BUSINESS DAYS)	
Candidate 1		10	
Candidate 2		15	
Role: Project M			
ROLE		NOTICE REQUIRED PRIOR TO START (BUSINESS DAYS)	
Candidate 1		10	
Candidate 2		10	
Role: Project M			
ROLE		NOTICE REQUIRED PRIOR TO START (BUSINESS DAYS)	
Candidate 1		10	

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Candidate 2	[redacted]	10	[redacted]
Candidate 3		10	
Candidate 4		10	
Candidate 5		10	
Candidate 6		10	
Role: Project M			
ROLE		**NOTICE REQUIRED PRIOR TO START (BUSINESS DAYS)**	
Candidate 1		15	
Candidate 2		10	
Role: Project M			
ROLE		**NOTICE REQUIRED PRIOR TO START (BUSINESS DAYS)**	
Candidate 1		10	
Candidate 2		10	
Role: Project M			
ROLE		**NOTICE REQUIRED PRIOR TO START (BUSINESS DAYS)**	
Candidate 1		10	
Candidate 2		10	

Category 2

IT Staffing												

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Proponent Name:		Accenture
Role	**Level**	[redacted]
Application Development/Support and Maintenance	Introductory	
Application Development/Support and Maintenance	Basic	
Application Development/Support and Maintenance	Intermediate	
Application Development/Support and Maintenance	Advanced	
Application Development/Support and Maintenance	Expert	
Architecture	Introductory	
Architecture	Basic	
Architecture	Intermediate	
Architecture	Advanced	

Proprietary and Confidential.

Architecture	Expert	[redacted]											
Business Analysis	Introductory												
Business Analysis	Basic												
Business Analysis	Intermediate												
Business Analysis	Advanced												
Business Analysis	Expert												
Database Design and Management	Introductory												
Database Design and Management	Basic												
Database Design and Management	Intermediate												
Database Design and Management	Advanced												
Database Design and Management	Expert												
Infrastructure/Platforms	Introductory												
Infrastructure/Platforms	Basic												
Infrastructure/Platforms	Intermediate												
Infrastructure/Platforms	Advanced												
Infrastructure/Platforms	Expert												
IT Project Management	Introductory												
IT Project Management	Basic												

Proprietary and Confidential.

IT Project Management	Intermediate	[redacted]										
IT Project Management	Advanced											
IT Project Management	Expert											
(Data) Network	Introductory											
(Data) Network	Basic											
(Data) Network	Intermediate											
(Data) Network	Advanced											
(Data) Network	Expert											
Security/Information and Application Protection	Introductory											
Security/Information and Application Protection	Basic											
Security/Information and Application Protection	Intermediate											
Security/Information and Application Protection	Advanced											
Security/Information and Application Protection	Expert											
Testing	Introductory											
Testing	Basic											
Testing	Intermediate											
Testing	Advanced											
Testing	Expert											

Proprietary and Confidential.

Service Management	Introductory	[redacted]											
Service Management	Basic												
Service Management	Intermediate												
Service Management	Advanced												
Service Management	Expert												
Change Management	Introductory												
Change Management	Basic												
Change Management	Intermediate												
Change Management	Advanced												
Change Management	Expert												

Proprietary and Confidential.

Travel and Expense Guidelines – Service Providers (Contractors)

Overview

If the contract document expressly allows for Recoverable Expenses which are not embedded in the rates. the following outlines the expenses that may be recoverable at cost, provided they are necessary and reasonable, and are directly and properly incurred for the performance of the work.

Subject to these guidelines, Contractors will be reimbursed in accordance with the specific terms of the contract document. Contractors may be required to submit copies of original itemized receipts with their invoices. Contractors must retain copies of all such records on file for a period of seven years and, upon request, must make them available for audit purposes by either Hydro One Networks Inc. internal or external audit personnel. Such records shall be in a form and contain sufficient information to substantiate the amounts invoiced.

In order to determine what time and expenses may be invoiced to Purchaser, unless the contract document states otherwise, the following guidelines shall be used.

Definitions

Contractor: The individual, partnership, Consultant or corporation who has been retained by the Purchaser to provide the contracted services/work.

Hydro One Home Location Area: An area within a 75 kilometer radius of 483 Bay Street, Toronto, Ontario M5G 2P5 also known as the Greater Toronto Area.

Purchaser: Hydro One Inc. or one of its subsidiaries, whichever of those corporations has been designated in the contract document.

Contract: The contractual document containing the terms and conditions under which the Purchaser has engaged the services of the Contractor normally consisting of the Purchase Order.

Recoverable Expenses: Necessary and reasonable expenses incurred by the Contractor that were directly and properly incurred for in the course of the performance of the work and that are allowable and reimbursable under the Contract. Such expenses are recoverable at cost.

Personal Vehicles: Vehicle owned, rented or leased by the Contractor Employee or Contractor's sub-contractor employee and not rented or leased at the direction of Hydro One. The rental or lease charges are not a Recoverable Expense.

Project/Contract Manager: The individual designated as the authorized representative of the Purchaser for the purposes of ensuring the performance of the work and receipt of deliverables and reports.

Governing Principles

Where a Contractor has obtained verbal approval from the Project/Contract Manager before incurring an expense, the documentation supporting the claim must note that verbal approval was received, including providing the name and position of the individual who provided the verbal approval, along with date and time. Verbal approval should be followed up with written (e-mail is acceptable) approval to be obtained upon the first reasonable opportunity. Under no circumstances can verbal approval be considered approval for travel outside of Ontario; such approval must be received by the Contractor from the Purchaser in writing prior to incurring or committing to any expense.

Purchaser assumes no responsibility to reimburse expenses that are not approved under the Contract and that do not comply with these guidelines. Purchaser shall provide Contractor with the current Hydro One Travel and Expense policies and guidelines. Contractors have an obligation to inform themselves of the requirement of these guidelines and to seek clarification as needed.

No agent, employee or other representative of the Purchaser has authority to make any changes to these guidelines and any promise, agreement, or representation shall not bind the Purchaser unless so incorporated in the Contract.

Unless agreed to otherwise in the Contract, travel by Contractors on behalf of Hydro One should be booked through the Purchaser Designated Travel Agency.

Time

1. Purchaser will not reimburse the Contractor for travel time to commute to and from the normal place of work specified in the Contract.
2. No travelling or lodging expenses will be reimbursable if the Contractor has an office within the Hydro One Home Location Area and Contractor personnel is required to travel to any location within the Hydro One Home Location Area, unless specified in the Contract.
3. If the Contractor's attendance at a different place of work is required at the beginning or end of a day (or the whole day) Purchaser will reimburse for the incremental commuting time by the most direct route. For example: If it takes 1 hour to commute to the Hydro One location at Trinity and 1 ½ hours to commute to the alternative place of work, Purchaser will pay for ½ hour of time each way in addition to the time worked Travel time in this case will be reimbursed at straight time. This does not apply to fixed priced Contracts (in such cases such travel would not be reimbursable).
4. If the Contractor's attendance is required away from the normal workplace during the day, but the day starts and ends at the normal place of work, Purchaser will reimburse the Contractor at straight time for the travel time between the normal place

of work and the alternative place of work as part of the normal day's work. This does not apply to fixed priced Contracts (in such cases such travel is not reimbursable).

5. The use of overtime hours for the work is subject to the Purchaser's prior written approval. Overtime hours will be compensated at straight time hourly rates. This does not apply to fixed priced Contracts (in such cases such time would not be reimbursable).

<u>Recoverable Expenses</u> (does not apply to fixed price Contracts unless expenses are recoverable as specifically outlined in the Contract)

1. Purchaser will not reimburse the Contractor for the cost of commuting from their residence to the Hydro One Home Location Area.
2. With Project/Contract Manager pre-approval, a rented vehicle may be used. Mileage rates do not apply to such rented vehicles.
3. All expense receipts must show the vendor GST/HST number wherever possible
4. Invoices shall indicate distances travelled in kilometers and the rate/km applied.
5. The Contractor shall use MapQuest or similar map search to calculate the mileage claim. The supporting document must be attached to the Contractor's invoice to validate the mileage being claimed.
6. Contractors driving their Personal Vehicles for business purpose must disclose using their Personal Vehicle to perform the work of the Contract to their insurer, and carry insurance coverages covering, but not limited to, public liability and property damage.
7. Purchaser will not reimburse for any additional insurance costs incurred for business use coverage or collision and liability coverage when using a Personal Vehicle for business rather than pleasure.
8. Recoverable Expenses related to travel inside Ontario must be pre-approved by the Project/Contract Manager unless otherwise specified in the SOW.
9. Recoverable Expenses inside of Ontario may be pre-approved verbally by the Project/Contract Manager and must be obtained prior to incurring an expense. The documentation supporting the claim must note that verbal approval was received, including providing the name and position of the individual who provided the verbal approval, along with date and time. Verbal approval should be followed up with written (e-mail is acceptable) approval to be obtained upon the first reasonable opportunity.
10. Recoverable Expenses related to travel Outside Ontario but within Canada and the Continental USA requires additional pre-approvals at levels above Project/Contract Manager. The Project/Contract Manager will advise the Contractor, in writing, when such approval has been obtained.
11. Recoverable Expenses related to travel Outside Canada and the Continental USA requires additional pre-approvals above those in item 10 above. The Project/Contract Manager will advise the Contractor, in writing, when such approval has been obtained.
12. No Recoverable Expenses outside of Ontario shall be incurred prior to Project/Contract Manager written approval.
13. The onus is on the Contractor to confirm advice of any request to incur such Recoverable Expenses related to travel is provided to the Project/Contract Manager in a timely fashion to allow for the appropriate approval processes indicated in items 8, 9, 10, 11 and 12 above.

14. Air travel will be economy class or its equivalent with respect to cost. Air travel will be based on lowest negotiated cost.
    Travel by rail must be economy class or its equivalent with respect to cost.
15. Vehicle rentals will be for small or intermediate size vehicles unless otherwise approved in writing by the Project/Contract Manager. The size of the rental car must be the most economical and practical required for the business task and number of occupants. Luxury and sports car rentals are prohibited. Consideration may be given for a car rental upgrade based on the number of passengers, type and amount of travel estimated (i.e. highway vs. local), weather conditions (i.e. winter vs. summer) or for other safety reasons. Mileage rates do not apply to vehicle rentals. The Contractor will make the following selections when asked to select insurance coverage :
    (a) where collision damage waiver is provided through the credit card company, the Contractor will decline collision damage waiver insurance; and
    (b) where collision damage waiver is not provided through the credit card company, the Contractor will accept collision damage waiver insurance.

16. Travel should reflect the most practical and economical form of travel given the destination, timing of the trip or any other relevant considerations, such as Contractor's safety. When booking ticketed travel (air and rail), accommodation, or renting vehicles, Contractors should select the most economical and practical option.
17. Contractors should consider other practical solutions to minimize travel costs and related expenses. Examples include: the use of teleconferencing; purchase of tickets in advance for best fare; alternative itineraries (e.g. overnight stays, different departure/arrival times) to obtain lower fares and lower overall costs; use of public transportation or taxis may be a lower cost alternative to car rentals; and the use of hotel and airport shuttle services, where practical. Consideration should be given to a long-term lease when a rental vehicle or accommodations are required for lengthy work assignments (that is, more than 30 consecutive days).
18. Reimbursement for hotel or other travel accommodation will be made for single accommodation in a standard room, and no reimbursement will be made for suites, executive floors, or concierge levels. Hotels should be selected that are conveniently located and situated in a safe environment while ensuring expenses are economic, reasonable and appropriate in the circumstances. Such expense shall be preapproved by the Project/Contract Manager prior to being incurred. Contractors will not be reimbursed for meals or any other expenses covered under "Hospitality, Food, and Incidental Expenses" (see section below) charged to the hotel room or accommodations where they are staying. .

Use of Personal Vehicles – Mileage

Recoverable Expenses for mileage shall require the pre-approval of the Project/Contract Manager and will be reimbursed at the rate as stipulated in the Contract and at a rate not to exceed the maximum allowable rate for Hydro One employees, which for the 2014 year the Hydro One employee maximum allowable rate is $0.55/km.

Hospitality, Food, and Incidental Expenses (applies to all Contracts)

Under no circumstances will any expenses be recoverable by the Contractor from the Purchaser, either directly or indirectly, for any hospitality, incidental, or food or beverage expenses incurred by Contractor personnel, or anyone acting on behalf of Contractor, including but not limited to expense in respect of:

- meals, snacks and beverages, unless specified in the Contract;
- gratuities;
- laundry, dry cleaning and valet services;
- dependant care;
- hotel telephone calls;
- internet usage;
- cellular telephones, data devices (for example, Blackberries) or other communication devices;
- personal, non business-related entertainment, recreational and similar expenses incurred while traveling for work performed for Purchaser business (e.g. video rentals, mini-bar, gymnasium, etc.);
- spouses or companion's expenses (e.g. airfare, meals, cost difference between single and double lodging);
- expenses which would have been incurred as a normal activity by the Contractor;
- traffic and parking violations;
- alcoholic beverages;
- headsets or other in-flight expenses;
- credit card interest or other credit card expenses.

Invoices

1. Unless the Contract terms are based on a "fixed price", invoices shall detail the hours by individual, their charge-out rates, and a reasonable description of the work that the fees relate to. The Currency shall be clearly stated (if not Canadian dollars).
2. The Contractor shall deduct all recoverable GST/HST paid from Recoverable Expenses before adding GST/HST to amounts to be invoiced to the Purchaser.
3. All Recoverable Expenses denominated in a currency other that the currency of the Contract are, for the purposes of invoicing, to be converted to the Contract currency as of the date of invoice using the Bank of Canada nominal noon exchange rate, as posted on the Bank of Canada website (currently located at www.bankofcanada.ca).
4. Invoices for mileage for use of Personal Vehicle must be submitted with distances calculated in kilometres.
5. The Contractor shall use MapQuest or similar map search to calculate the mileage claim. The supporting document must be attached to the Contractor's invoice to validate the mileage being claimed.

Invoices to be submitted in accordance with the Contract. Unless otherwise agreed to in the Contract, the Contractor will attach to each invoice the official itemised receipts for each Recoverable Expense claimed (including airline, railway or bus

ticket passenger coupons or electronic tickets, boarding passes, vehicle rental contracts, itemised hotel bills and travel itineraries). The Contractor will separate expenses for each individual. Debit card and credit card receipts alone are not acceptable.

6. If the Contractor fails to deliver an invoice to the Purchaser for a Recoverable Expense within six months of the expense being incurred, the Purchaser will not be obligated to reimburse the Contractor for such expense.
7. The Purchaser will not provide any advances respecting Recoverable Expenses. The Contractor is exclusively responsible for the reimbursement of expenses to any of its employees and/or subcontractors.
8. Failure of the Contractor to comply with the requirements of these guidelines may result in delay of reimbursement of expenses or rejection of any invoice for such expenses in whole or in part.

Use of Purchaser Designated Travel Agency if specified in the Contract

1. To make Recoverable Expense transportation (flight and rail) and accommodation arrangements, Contractor must complete a Travel Profile Form and submit via email to the Purchaser Designated Travel agency (http://www.vision2000.ca/accts/hydroone/). Forms can also be found on the Travel Portal available via the Hydro One intranet home page.
2. Within the Travel Profile, Contractor must identify themselves as a Contractor/Consultant.
3. The name of the Project/Contract Manager must be identified during the booking of any/all arrangements.
4. Contractors must not use Purchaser Designated Travel Agency for personal use.

Appendix F

Insurance Requirements

1.0 When used in these insurance provisions, the term "Consultant" shall mean the Purchaser's opposite party, whether described as the Company, Contractor or otherwise in this agreement. The Consultant agrees to maintain in full force and effect with insurance carriers with an A.M. Best's rating of A- or higher, the following insurance which shall remain in effect during the term hereof or any extension thereof or as otherwise specified herein:

1.1 **Commercial General Liability Insurance** with limits o[redacted] per occurrence and in the aggregate inclusive for both bodily injury, including death, personal injury and damage to property, including loss of use thereof, for each occurrence. To achieve the desired limits, Excess or Umbrella coverages may be used. Coverage shall specifically include:

- Blanket Contractual Liability;
- Damage to property of the Purchaser including loss of use thereof;
- Products & Completed Operations to be continuously maintained through the operational liability insurance;
- Contingent Employer's Liability;
- Contingent Non-Owned Automobile Liability; **Not applicable where company's auto liability insurance covers non-owned autos as in U.S. policies**;

1.2 **Errors and Omissions Insurance:** If Consultant provides any design, engineering, contract management or other professional services and its professional errors or omissions could result in loss, damages to, or claims against, the Purchaser, then the Consultant shall carry [redacted] per claim and in the annual aggregate of Errors and Omissions Insurance with insurers with an A.M. Best's rating of A- or higher Coverage shall remain in effect for no less than 1 year following final completion of Work

1.3 **Worker Compensation:** Consultant and/or its sub consultants shall qualify under and shall satisfy all the workers compensation laws of all jurisdictions in which the "Work" and any portion of the Work is to be performed and any other applicable provisions of said laws. The Consultant, upon commencement of any work at the site, shall submit a list of all employees who will be employed at the site.

1.4 **Crime insurance**, including Employee Theft and Computer Fraud coverage for theft of money or securities that Consultant holds for or on behalf of the Purchaser or for which Consultant is legally liable, arising out of employee thefts by Consultant or its sub consultants employees, acting alone or in collusion with others, or through the use of Consultant's computer system to fraudulently cause a transfer, with coverage in a minimum amount US [redacted] per loss and in the aggregate.

2.0 **Certificates of Insurance:**

2.1 In accordance with the provisions herein, the Consultant will supply and cause its sub consultants to supply Purchaser a certificate of insurance completed by a duly authorized representative of their respective insurers evidencing that the coverages required here are in effect. Should the policies be cancelled or materially reduced Consultant shall provide 30 days advance written notice by mail:

Hydro One Networks Inc.
Attn: Garnet Umali
483 Bay Street, 14th Floor, North Tower,
Toronto, Ontario M5G 2P5

(with copy to Hydro One Inc., Risk & Insurance Department, 483 Bay Street, TCT 08, South, Toronto, Ontario. M5G 2P5)

2.1(a) Failure of Purchaser to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Purchaser to identify a deficiency from evidence provided will not be construed as a waiver of the Consultant's obligation to maintain such insurance. No one acting on behalf of the Purchaser has any authority to waive the any insurance requirement herein, unless done so by making specific reference to the provision being affected, and done so in a written instrument signed by hand (and not electronically) by the Purchaser's authorized signing authority.

2.1(b) The Purchaser's acceptance of delivery of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by the Purchaser that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.

2.1(c) The Consultants failure to maintain the required insurance, or to provide such certificate or other evidence of full compliance with these insurance requirements, as set forth here may result in termination of this contract at Purchaser's option.

2.1(d) If any of the coverages are required to remain in force after final payment, an annual certificate evidencing continuation of such coverage will be submitted.

2.1(e) Certificates of insurance are required to be provided prior to the Work beginning.

2.2 All deductibles shall be to the account of the Consultant and/or its sub consultants.

2.3 To the extent necessary for Consultant to meet its obligations under this Agreement, the general liability policy shall specify that it is primary coverage and not contributory with or in excess of any other insurance that may be maintained by Purchaser.

2.4 All limits and deductibles are expressed in Canadian dollars.

2.5 Purchaser shall be included as an Additional Insured on the Commercial General Liability but only with respect to their rights and interest in the operations of the Consultants.

2.6 Coverages noted in Commercial General Liability and Excess/Umbrella Liability shall contain a Cross Liability clause and a Severability of Interests clause.

3.0 The aforementioned insurance requirements shall be in force prior to the commencement of services under the contract and shall remain in force during the entire term of the contract. Notwithstanding anything else in the contract:

3.0(a) the Consultant shall not commence providing the said services prior to the Purchaser's receipt of a valid Standard Insurance Certificate evidencing compliance with all terms of this clause;

3.0(b) if the required insurance coverage expires during the Contract term the Consultant shall confirm that replacement insurance coverage as required above shall be in place immediately so that coverage shall be continuously maintained; and the Consultant shall provide a renewal certificate within 14 days of expiration evidencing continued compliance with all terms of this clause.

Appendix G1

Personnel Risk Assessment

A soft copy of Personnel Risk Assessment is embedded below. A hardcopy of the embedded document is to be attached to the execution copy.

PRA_Forms_2010.pdf

PART 1 – PERSONNEL RISK ASSESSMENT

hydro one	**Hydro One Networks Inc.** Corporate Security Services: 483 Bay Street, 15th Floor North Tower, Toronto, Ontario Canada M5G 2P5

REQUEST FOR PERSONNEL RISK ASSESSMENT (PRA)

Completed Part 1 and Part 3 documents and where applicable, complete Part 2

PLEASE PRINT CLEARLY

Surname	First and Middle Names in full (no initials)	Gender M F
Address: (Please state FULL residential address, including, street name, city and postal code.)		Number of years at current address: (If it is less than 7 years, Part 2 is required)
Birth Date: (Day, Month, Year)	Driver's License #:	Province/State of Issue:
Hydro One Job Title (or) Vendor Company Name:	Hydro One Location Code (or) RFP Number:	Proposed Commencement Date:

Hydro One Manager/Requisitioner Requesting PRA:	Phone #:
Job Title:	Hydro One Location Code:
Date	Signature:

Name and Phone # of someone in your office who can provide more information, if needed if different from Hydro One Manager/Requisitioner Requesting PRA requesting PRA:

REQUESTOR – Please check off all items to which the job applicant may have access/exposure if he or she is accepted for the position applied for.	☐	Hydro One Financial Business Planning Information	☐	Hydro One Human Resources/ Labour Relations or Marketing / Business Strategy Information
	☐	Access to/use of Hydro One vehicles	☐	Hydro One Proprietary Information
	☐	Access to critical cyber or operational assets, transformer stations or a grid control facility	☐	Other: (Please State)

REQUESTOR Please initial those checks you require in ADDITION to the standard criminal records history check.	Initials	**What checks are required?**	**Special Notes**
		Credit & Financial History	Required only for particular positions/assignments
		Job Specific &/or Mandatory Education - Credentials	Must include clear photocopies of certificates, degrees, diplomas, etc., wanting verified
		Driver's Licence History	Required only if driving on Hydro One related business or parking on Hydro One owned or leased property
	Mandatory	**Criminal Records History**	**Local, Provincial, Federal and International**

FOR SECURITY USE ONLY

Authorization	Date:	PRA Status:
	International Data Accessed	A = Acceptable A* = Acceptable with concerns D = Declined

Version January, 2010

Hydro One Networks Inc.
Corporate Security Services: 483 Bay Street, 8th Floor South Tower, Toronto, Ontario Canada M5G 2P5

ADDITIONAL ADDRESS LISTING

A seven year residential address history is required

(include the number of years at the address listed on Part 1)

Address: (Please state **FULL** residential address, including city and postal code.)	Number of years at this address:

Address: (Please state **FULL** residential address, including city and postal code.)	Number of years at this address:

Address: (Please state **FULL** residential address, including city and postal code.)	Number of years at this address:

Address: (Please state **FULL** residential address, including city and postal code.)	Number of years at this address:

Address: (Please state **FULL** residential address, including city and postal code.)	Number of years at this address:

Address: (Please state **FULL** residential address, including city and postal code.)	Number of years at this address:

PART 3 – PERSONNEL RISK ASSESSMENT CONSENT, AUTHORIZATION AND RELEASE OF INFORMATION

I am an employee, consultant, director or officer of a service provider or supplier seeking to enter into a contract with Hydro One Networks Inc., its parent corporation or one of the other subsidiaries of its parent corporation (collectively, "the Hydro One Companies") to provide services to one or more of the Hydro One Companies;

or I am an employee, consultant, director or officer of a subcontractor of the said service provider or supplier;

or I am a person applying for employment with one of the Hydro One Companies;

or I am an employee of a Hydro One Company seeking unescorted access to "critical cyber assets" and/or "critical cyber asset information".

This information is being collected by Hydro One Companies for the sole purpose to evaluate my application for access to the critical cyber assets, critical cyber asset information, critical operational assets, properties and/or offices of the Hydro One Companies, and/or to enable the Hydro One Companies to evaluate my application for access to the confidential or proprietary information of the Hydro One Companies.

I hereby:

(a) authorize the Hydro One Companies to contact, and to receive information about me from, persons and/or organizations named in my curriculum vitae, application letter, application form and/or any attachments thereto;

(b) authorize the Hydro One Companies to contact, and receive information about me from, credit reporting agencies, credit bureaus, any other person, corporation, firm or enterprise with whom I have or propose to have a financial relationship; **(Not required for jobs or contract work that does not involve access to and/or manipulation of financial information or data)**

(c) authorize the Hydro One Companies to contact, and receive information about me from organizations as may be required, including law enforcement, motor vehicle licensing, criminal history data collection and national or international security agencies;

(d) authorize the Ontario Provincial Police ("the OPP") to release, to the Hydro One Companies, records of criminal convictions for which a pardon has not been granted, records of discharges which have not been removed from the CPIC system in accordance with the *Criminal Records Act*, and any convictions registered, charges pending and any other judicial order issued, under any statute of Canada or a province of Canada;

(e) release and forever discharge Her Majesty the Queen in right of Ontario, the Commissioner of the OPP, and all members and employees of the OPP, from any and all actions, claims and demands for damages, loss or injury, howsoever arising, which may hereafter be sustained by me or by any corporation of which I am an officer or director, as a result of the disclosure of information by the OPP to the Hydro One Companies;

and I hereby consent to the said contacts by, and receipt of information by, the Hydro One Companies.

Surname: *PLEASE PRINT CLEARLY*	First Name in full:	Middle Name (s) in full – No single initials:
	Check here if you don't have a middle name.	☐
Have you ever been convicted of a criminal offence?	**(Circle correct answer)**	**YES** **NO**

Dated this _____ day of _____, 20_____.

_____ Signature (Witness)

_____ Signature

Version January, 2010

Appendix G2

Letter of Declaration Requirements

1. The letter must state the full legal name of each of the individuals (each an "Individual") to which the letter of declaration pertains.

2. The letter must state that the Individual has been identified in accordance with the requirements of this MSA.

   The requirements for identification are as follows: for each Individual, the Consultant must confirm the following: (i) the full name of the Individual, including first, middle, and last names, as well as maiden name if applicable. (ii) a signature match. (iii) the birth date, and (iv) for Canadian residents - confirmation of a Canadian Social Insurance Number, for U. S. residents - confirmation of a U.S. Social Security Number, and for those Individuals who are neither Canadian nor U.S. residents - passport validation confirming the authenticity of the Individual's passport using the Machine Readable Zone of said passport or other commercially reasonable methods of passport verification.

3. The letter must state that the background checks of this MSA have been performed with respect to each Individual and each Individual has successfully passed the background check requirements outlined in this Appendix G2.

   The background check requirements are as follows:

   (a) The background checks on each Individual must have been done within the past twelve (12) months of the date of the letter of Declaration and go back at least seven (7) years.

   (b) For Individuals who are Canadian or U.S. residents, the Consultant must perform a national criminal records check and confirm that the Individual:

   (i) has not been convicted of any crime involving dishonesty, breach of trust, check kiting or passing bad checks; embezzlement; drug trafficking; forgery; burglary; robbery; theft; perjury; possession of stolen property; identity theft; fraud; money laundering; shoplifting; larceny; falsification of documents and/or (ii) has not been convicted of any sex, weapons, or violent crime including but not limited to murder; attempted murder; homicide; sexual assault; rape; child molestation; extortion; terrorism or terrorist threats; kidnapping; assault; battery; or illegal weapon possession, sale or use.

   (c) For Individuals who are neither Canadian nor U.S. residents, the Consultant must perform:

   (i) Global Criminality Database Search through the WorldCheck Data Base confirming that the Individual has not been identified as having any global sanctions or risks associated with that Individual, and (ii) International Criminal Check (also referred to as "Comprehensive Country Criminal Check") confirming that the Individual does not have a criminal record in any other country where the Individual has resided for the past 7 years for a duration of greater than 3 months. This search is only completed in countries where comprehensive and reliable criminal records are maintained and is subject to the local legal and/or legislative requirements, as applicable.

4. The letter must be signed by an executive of the Consultant.

FIRST AMENDING AGREEMENT

THIS FIRST AMENDING AGREEMENT (the "First Amending Agreement") is made as of the 19th day of October, 2016

BETWEEN:

ACCENTURE INC.

("Consultant")

-and-

HYDRO ONE NETWORKS INC.

("Purchaser or "Hydro One")

RECITALS:

A. Consultant and Purchaser entered into a Master Services Agreement for Project Delivery Services effective as of the 11th day of May, 2015 (the "MSA"),

B. Purchaser issued Request for Proposal 7000006616 on April 18, 2016, as amended, for Project Delivery Services ("RFP") and Consultant submitted a response to the RFP ("RFP Response"),

C. The parties wish to utilize the MSA as the agreement between the parties in respect of the RFP and amend the MSA to reflect the RFP Response and the subsequent negotiations and agreements between the parties, as more particularly set forth in this First Amending Agreement.

NOW THEREFORE, in consideration of the Contract Price payable by Hydro One to the Consultant in accordance MSA as amended by this First Amending Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby irrevocably acknowledged by the parties, the parties agree as follows:

1.1 The MSA is amended such that, as of the date of this First Amending Agreement for all Statements of Work entered into on or after the date of this First Amending Agreement, all references in the MSA to the "RFP" shall be interpreted as references to RFP 7000006616.

1.2 The MSA is amended to add the following definitions:

"Consultant Personnel" includes any director, officer, employee, contractor, subcontractor, supplier or agent of the Consultant or its affiliates.

"Product" means the materials, equipment, hardware, software, goods, products, or articles furnished by the Consultant, as the case may be, or components thereof, the delivery or supply thereof, pertaining to the Agreement.

"Personal Risk Assessment" means a documented background check that includes, at a minimum, a confirmation of identity and a seven year criminal history records check that includes current residence and all other locations the individual resided for six consecutive months during the previous seven (7) years, as well as any other verification or reviews as reasonably deemed necessary by the Purchaser and subject to Section 35 of the Contract Standard.

1.3 The MSA is amended by the addition of the following Section 2.6:

"2.6 The initial term of this Agreement is extended from May 11, 2015 until three (3) years from the effective date of the First Amending Agreement (October 18, 2018) ("Initial Term"). No less than thirty (30) days prior to the expiry of the then current Term, the Purchaser will notify to Consultant if it intends to extend the Agreement, which may be exercised for up to two (2) additional one (1) year periods, on the same terms and conditions set out herein, and, unless the Consultant notifies the Purchaser prior to the expiry of the then current Term that it desires to change the pricing (such change in pricing to be discussed and agreed to by the parties), the Agreement will be so extended. Thereafter, this Agreement may be further extended upon mutual written agreement of the parties. Each extension after the Initial Term is an Extension Term, and the Initial Term plus all Extension Terms are herein defined as the "Term"."

1.4 Section 4.3, Section 4.4, Section 4.7 and Appendices G1 and G2 of the MSA are hereby deleted.

1.5 Section 4.8 of the MSA is deleted and replaced with the following:

"Section 29 of the Contract Standard deleted in its entirety and replaced with the following:

29.(a) The Consultant and all Consultant Personnel shall obey all policies, rules, regulations and procedures, including with respect to protection against computer viruses, established by the Purchaser regarding the assets, information, systems, and Purchaser's premises to which the Consultant has access and projects for which the Consultant and Consultant Personnel perform the Work, communicated to Consultant in writing in advance or to which the Consultant has been provided access and directed in advance to review. The Consultant agrees that such Consultant Personnel complete such training as required by the Purchaser related thereto. If there is a cost to Consultant in relation to such training, the reimbursement of such costs must be agreed in advance by the Purchaser in writing.

(b) The Consultant shall protect Purchaser's assets, property, systems, networks and computer resources to which the Consultant may have access, against damage including, without limitation, (i) using appropriate authentication and other measures to permit and control access only to necessary individuals (ii) to the extent Consultant is using its own devices or software or connects to any Hydro One system or network, the Consultant will utilize anti-virus and malicious software prevention tools to detect, deter, prevent and mitigate the introduction, exposure and propagation of malware in its performance of its Work, (iii) be alert to and immediately notify Purchaser of any security events or incidents known to the Consultant, (iv) follow industry standard and Purchaser procedures provided to or to which Consultant is directed, for protection and secure access, storage, transit, use, destruction and disposal of Purchaser information, and (v) follow all rules and requirements established by Purchaser related thereto as per section 29(a).

(c) When any Product is provided or Work is to be performed regarding any of the Purchaser's assets, systems, offices, properties, or project site, or any Consultant Personnel are expected to have access to any confidential or proprietary information of the Purchaser, the Consultant:

(i) upon Purchaser's request, will provide a list of such Consultant Personnel that require access to any of Purchaser's assets, properties, systems, sites or premises or proprietary or confidential information;

(ii) if asked by the Purchaser, will complete and submit to Purchaser, a Personnel Risk Assessment, in respect of relevant Consultant Personnel as requested by the Purchaser; and

(iii) subject to Section 35 of the Contract Standard, shall provide and shall be responsible to have Consultant Personnel provide to the Purchaser such personal and other information as the Purchaser's security and other authorized representatives may reasonably require for the purposes of such security and reference checks as the Purchaser, in its discretion, may reasonably deem necessary.

(d) Commencement of Work and access to the Purchaser's assets, systems, offices, property, premises, project sites and/or proprietary or confidential information is subject to the following:

Where any of the Work under the Agreement involves the Consultant or Consultant Personnel having any of the following:

physical access, or electronic access as a super user (including root, administrator), or access as system support, developer, system control operator or general user access to certain critical assets, cyber assets, system or system control assets or information, or providing Products, patches or updates to such assets, systems or information;

the Consultant, after submitting a Personal Risk Assessment to the Purchaser, must have first received written approval from the Purchaser that each such Consultant Personnel requiring such access has, in the Purchaser's determination, acceptable security clearance before commencing or continuing the Work; and, shall require such Consultant Personnel to present such proof of such approval prior to access to Purchaser's assets, systems, offices, properties, premises, project sites or any confidential or proprietary information to the extent required by the Purchaser.

(e) Notwithstanding any Purchaser approval of a Personal Risk Assessment or permission provided by the Purchaser to access any of Purchaser's assets, systems, offices, property, premises and/or any project site or confidential or proprietary information, the Consultant will remain completely responsible and liable for all actions and failures to act of all Consultant Personnel while at the Purchaser's premises or in relation to access to any of Purchaser's assets, systems, offices, property, or project sites and will not be relieved of any of its obligations under the Agreement.

(f) If any Consultant Personnel cease to be employed or engaged by the Consultant, or is reassigned or no longer requires access to Purchaser's assets, properties, systems, premises, project sites or proprietary or confidential information for the performance of the Work, or the security status of any Consultant Personnel changes during the term of the Agreement, Consultant shall immediately notify the Purchaser and shall revoke access and immediately cease using the Consultant Personnel to perform the Work under the Agreement.

(g) Where there is a change in the security status of any Consultant Personnel, the Consultant will immediately provide an updated Personal Risk Assessment and shall not allow such Consultant Personnel access to Purchaser's assets, properties, systems, premises, project sites or proprietary or confidential information or utilize such Consultant Personnel for the performance of the Work until such time as the Consultant receives written approval from the Purchaser. In such an event, the Consultant shall endeavour to diligently complete the Work in accordance with the schedule set forth in the Agreement and, if necessary, will increase the level of effort necessary to ensure the schedule is maintained. Any price or funding limitations shall not be exceeded without the Purchaser's prior written authorization, notwithstanding any extra efforts required to maintain the schedule.

(h) In addition to any other remedy that Hydro One may have against the Provider as a result of the Provider's failure to comply with all of the terms set out herein, the Provider shall, to the extent that delay in providing the said Services occurs as a result of the non-delivery of signed and witnessed documents that are required by the PRA, excluding reasonable delays caused by unanticipated requests from the Purchaser for new/refreshed background checks, be liable to Hydro One for all damages arising out of the said delay, subject to the limitations of liability under Section 11.0 of the MSA.

(i) The Purchaser retains the right to stop all or any part of the Work, remove any Consultant Personnel, revoke access at any time and/or terminate for cause the Agreement should the Purchaser determine that any Consultant Personnel is a security risk and/or the information provided in the Personnel Risk Assessment was misleading or incorrect.

1.6 The MSA is hereby amended to replace, in its entirety Appendix C to the MSA with Exhibit A of this First Amending Agreement and incorporate same into the MSA as if contained therein, which Exhibit A shall become the technical competencies as of and from the date hereof.

1.7 The MSA is hereby amended to replace, in its entirety Appendix D to the MSA with Exhibit B of this First Amending Agreement and incorporate same into the MSA as if contained therein, which Exhibit B shall become the Rate Card as of and from the date hereof.

1.8 Volume Discounts shall be in effect for the duration of the Agreement. Volume Discounts shall be provided pursuant to the Volume Discount Agreement currently in effect between the parties, a copy of which is attached as Exhibit C. This Agreement is an "Other Agreement" as that term is defined in the Volume Discount Agreement.

ARTICLE 2.
MISCELLANEOUS

2.1 Capitalized terms not otherwise defined in this First Amending Agreement have the meaning attributed to them in the MSA or the Contract Standard.

2.2 Except as expressly amended pursuant to this First Amending Agreement, all provisions of the MSA are and will remain unamended and in full force and effect.

2.3 In the event of any inconsistency between the terms and conditions of the MSA and this First Amending Agreement, the terms and conditions of this First Amending Agreement will govern and prevail to the extent of such inconsistency.

2.4 This First Amending Agreement shall be governed by, subject to, and interpreted in accordance with the laws of the Province of Ontario and the parties agree to submit to the jurisdiction of the courts of the Province of Ontario.

2.5 This First Amending Agreement may be signed electronically and in counterparts and each of such counterparts will constitute an original document and such counterparts, taken together, will constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this First Amending Agreement on the date first above written.

ACCENTURE INC.

By: _____

Name: Jane L. Kerr
Title: Managing Director, Resources Canada

HYDRO ONE NETWORKS INC.

By: _____

Name: Robert Berardi
Title: (Acting) VP, Shared Services

Exhibit A

(Technical Competencies (Role Descriptions) - Appendix C to Agreement)

[soft copy attached here]

APPENDIX A
DESCRIPTIONS.docx

[hard copy attached to Execution version]

ROLE	DESCRIPTION AND REQUIREMENTS
Application Development	
Project Manager ("PM") – Application Development	Knowledge and ability to apply formal project management principles and practices during the planning, implementation, monitoring and completion of projects, ensuring effective management of scope, resources, time, cost, quality, risk, and communications. Includes positions such as Project Director, Project Manager, and Team Lead. **Knowledge requirements:** ▪ Enhanced Management Framework for the management of IT / projects; ▪ Project management concepts, techniques, methods and tools and industry best practices in the management of projects in an IT environment (e.g., Project Management Body of Knowledge ["PMBoK"]); ▪ Project estimating and planning techniques; ▪ Project progress monitoring; and ▪ Management of change, risk, and problem.
Business Analyst	Knowledge and ability to apply the principles of business analysis in the planning, reengineering, requirement gathering for Hydro One Networks Inc. ("HONI") business environments, operations, processes, and practices. **Knowledge requirements:** ▪ HONI / business knowledge in various application areas (e.g., financial / accounting, human resources, purchasing, supply, policing, and corrections.); ▪ Common HONI / business management and decision-making concepts, principles, activities and practices (e.g., HONI corporate planning cycles and processes, accountability and budgetary cycles and processes); ▪ Business architecture (at a project level) and how it augments organizational design, planning systems and financial controls; ▪ Impact analysis and environmental scan methods, techniques and tools used to evaluate an organization's strengths and challenges; ▪ Business case / cost benefit methodology and standards including return on investment ("ROI") and total cost of ownership ("TCO"); ▪ Typical organization structures, job functions, work activities, and workflow; ▪ Business process analysis and business process reengineering methods and design benefits, methodologies, and tools, and roles in support of business change; ▪ Costing and cost recovery; ▪ Industry, business line and the technical aspects of the business line; ▪ Relationship between the business architecture and other architectures; and ▪ Transaction processing theory and principles, and flow and design.
Developer	Knowledge and ability to design, define, construct, enhance, support and maintain application software on one or more platforms. **Knowledge requirements:** ▪ Systems analysis and design; ▪ Requirements analysis; ▪ General / external design (includes design principles); ▪ Use of established techniques to assist in the analysis of business data / information flows and database construction (e.g., data and functional modeling); ▪ Application Development and Commercial Off-The-Shelf ("COTS") Management; ▪ Programming languages (e.g., software language structures, machine, assembly, procedural, non-procedural, object-oriented languages); ▪ Standards and methods used in developing and maintaining a repository of information and processes (e.g., development standards including programming, user interface, design, naming, and specifications) ; ▪ System development processes, tools and methodologies (e.g., Systems Development Life

ROLE	DESCRIPTION AND REQUIREMENTS
	Cycle including principles, best practices and standards used in designing and maintaining a formal procedure and a related repository of information); ▪ Unit testing processes and practices; ▪ Application development tools (e.g., COTS development tools, technical productivity tools, and workstation operating systems); ▪ Policies and practices related to office productivity tools; and ▪ Policies and practices related to website design and use of Inter / Intranet technologies within the Public Service.
Tester	Knowledge and ability to perform testing of software and / or hardware using a systematic approach (i.e., the orderly progression of testing in which software elements, hardware elements or both are combined and tested until the entire system has been integrated). **Knowledge requirements:** ▪ Quality assurance and control; ▪ Testing approaches and strategies; ▪ System and application testing methodologies, practices and principles (e.g., E2E); ▪ Testing / validation in relation to the systems development life-cycle; ▪ Types of testing (e.g., volume, unit, compatibility, bandwidth, integration, system, end-to-end, web-stress); ▪ Testing standards (e.g., Treasury Board and department, International organization for standardization ["ISO']); ▪ Testing and readiness functions and assessments including release processes and packages, change control and system integration; ▪ Testing tools, including automated tools, test scripts and reporting / tracking tools; and ▪ Certification and accreditation of new applications.
Solution Architect	Requisite knowledge and experience in converting requirements into architecture and design that will constitute the blueprint for a system technology solution. Experience in leading the development effort within a program or project in the design, planning, and governance of projects. **Knowledge requirements:** ▪ Leverage design patterns from knowledge, experience or published reference architectures and guidance from enterprise architecture to produce the solution; ▪ Application of architecture frameworks to ensure traceability from requirements through design to implementation; ▪ Experience as a development team leader; and ▪ Ensures that the solution architecture aligns with the roadmaps established by the enterprise architecture.
Infrastructure and Operations	
Project Manager ("PM") – Infrastructure	Refer to "PM – Application Development." Descriptions and requirements are similar, but, instead, applied in an Infrastructure context.
Service Management Specialist	Knowledge and ability to implement the methods, practices, and policies governing the design, development and use of the IT support processes designed to keep the IT environment functioning efficiently, effectively and securely. **Knowledge requirements:** ▪ Relationship between different IT support processes and between support processes and clients; ▪ Implementation and management of services using the principles and methods associated with industry best practices (e.g., IT Infrastructure Library ["ITIL"]); ▪ Service level agreements and performance evaluations; ▪ Processes and practices to ensure the Agreement and Statements of Work ("SOW") or

ROLE	DESCRIPTION AND REQUIREMENTS
	contracts are met while taking steps to minimize any adverse impact on service quality
System Administrator	Knowledge and experience to provide operational maintenance and support for computing platforms. **Capability requirements:** ▪ Administration, installation, configuration and operational experience for a variety of key business computing systems; ▪ Ability to provide expert-level system support including troubleshooting and service restoration; ▪ Ability to perform testing and conduct Proof of Concept ("POC") evaluations for new equipment / application implementations; ▪ Experience in performing back-ups and server restorations; ▪ Ability to analyze server performance reports; ▪ Familiar with ITIL concepts required to support change and incident management processes; ▪ Ability to produce technical documentation and deliver operations training on operational topics; ▪ Proven experience in analyzing system performance and failures and providing system recommendations; ▪ Working knowledge of various scripting languages to support integrations; and ▪ Solid communications skills.
Database Manager	Knowledge and ability to apply the methods, practices and policies that are used in the design and the management of databases. **Knowledge requirements:** ▪ Concepts, policies, principles, theories, practices, and techniques associated with information management and IT, as it relates to database design and management; ▪ Relationship between database design / management and application performance; ▪ Database design and architecture – logical structure and physical structure (e.g., functional, metadata and process models); ▪ Database types (e.g., data warehouse, decision support, operational, query, ERP and relationship to technologies) ; ▪ Data security and recovery; ▪ Database integrity, capacity planning, performance and tuning; ▪ Database Management System ("DBMS") and data warehouse principles, best practices and standards; ▪ Interoperability; ▪ Database software installation processes and techniques; ▪ Database tools to design and manage databases (e.g., data management tools, data modeling tools, database integration tools) ; ▪ Languages for data modeling, manipulation, control and database query; and ▪ Database trends and directions.
Network Engineer	Knowledge and ability to implement the methods, practices and policies governing the design, analysis, development, management and use of the hardware and software used to transfer information such as data, voice, images and video. Also includes Telecom Analyst positions. **Knowledge requirements:** ▪ Theories and concepts, methods, policies and practices to design, develop, plan network infrastructure systems (e.g., calculation of peak and mean bandwidth requirements, response time, propagation delays, priorities, traffic types, traffic flows (point-to-point ["P2P"], multicast, broadcast, error detection and protection, security, interoperability, growth, quality of service, and availability); ▪ Installation, configuration, operation and maintenance of telecommunications

ROLE	DESCRIPTION AND REQUIREMENTS
	infrastructure hardware and software; ▪ Standards describing the structure of data exchange between systems (e.g., OSI seven-layer reference model); ▪ Standards describing the format content and exchange mechanisms between systems, such as communication protocols (including protocols that relate to the convergence of technologies, such as Voice over Internet Protocol ["IP']), connection-oriented versus connectionless protocols; ▪ Classes of networking systems (e.g., Local Area Network ["LAN'], Metropolitan Area Network ["MAN"], Department Wide Area Network ["DWAN"], Wide Area Network ["WAN"], Virtual Private Network ["VPN"], Voice Network System, Remote Access Networks, associated hardware and software, operating systems and protocols); ▪ Network topologies (physical and logical) and their characteristics; ▪ Classes of telecommunication media, such as wire based (e.g., copper, fibre) and wireless (characteristics of various frequency bands from HF to microwave); ▪ The purpose and use of different networks (e.g., Internet, Intranets, and Extranets); ▪ Value-added networks (i.e., services added within a communications network beyond data transfer such as message routing, resource management and conversion facilities); ▪ Performance analysis, diagnosis, capacity planning and data communications monitoring / management practices, protocols and tools; ▪ Data, voice and video requirements and services; ▪ Traffic and transmission management; ▪ Common carrier services – data transmission and telephony service offerings provided by private sector companies; ▪ Security, including specific methods, policies and best practices to secure information within the telecommunications network infrastructure; and ▪ Industry regulations and tariffs (e.g., CRTC).
Infrastructure Architect	Knowledge and ability to support the enterprise computing infrastructure (e.g., enterprise servers, client server, storage devices and systems, hardware and software) in the provision, management, storage, operation, scheduling, support and maintenance of the infrastructure. **Knowledge requirements:** ▪ Principles, practices, standards, methods and techniques related to interoperability of hardware / software configuration controls; ▪ Platform environment (e.g., client-server environment and enterprise server / mainframe environment); ▪ Storage and retrieval (e.g., area network, mainframe storage, media storage, and virtual storage); ▪ Systems hardware and its characteristics (e.g., mainframe computers, mini and micro-computers, CPU, memory, disk, registers, bus, and channel); ▪ Hardware / software and connection, implementation and maintenance; ▪ Operating systems, communications and software utilities used on enterprise server / mainframe and distributed computer systems; ▪ Cooperative processing (two [2] or more computers simultaneously processing portions of the same program or operating on the same data such as multiple-CPU systems, distributed systems); ▪ Monitoring of systems software (i.e., the operating system and all utility programs that manage computer resources at a low level) including compilers, loaders, linkers, and debuggers; ▪ Operations performance monitoring and capacity planning of the delivery platform; and ▪ Treasury Board and corporate IT standards and policies regarding the development and support of infrastructure systems and networks.

ROLE	DESCRIPTION AND REQUIREMENTS
SCADA Specialist	Knowledge and ability to apply expertise in the design, implementation, and maintenance of Supervisory Control and Data Acquisition ("SCADA") systems, devices, and networks. **Knowledge requirements:** ▪ Understanding of SCADA platforms and their protocols; ▪ Installation and configuration of SCADA systems; ▪ SCADA protocol implementations; ▪ Network-level protocol troubleshooting and analysis; and ▪ SCADA database configuration and extraction / transformation.
Operating Technology Architect	Knowledge and ability to apply frameworks and methodology to develop roadmaps and solutions in an operating technology context. **Knowledge requirements:** ▪ Application and use of operating technology in a utility context; ▪ Application of architecture frameworks to ensure traceability from requirements through design to implementation; and ▪ Understand fundamental characteristics of real-time plant control environments.
Management	
Project Manager ("PM") – Integration	Refer to "PM – Application Development." Descriptions and requirements are similar, but applied to large integration, more complex, projects.
Change Management ("CM") Specialist	Covers positions from Change Analyst to Change Lead, depending on Seniority level. **Knowledge requirements:** ▪ Processes and practices to ensure changes to the IT environment are introduced successfully and on a scheduled basis; and ▪ Planning, scheduling, distribution, application and tracking of changes to the IT environment.
Enterprise Architect	Knowledge and ability to apply architecture theories, principles, concepts, practices, methodologies, and frameworks. **Knowledge requirements:** ▪ Implementation / enforcement of policies and support; ▪ Architecture functions and the interrelationships with the organization's vision; and ▪ Architecture direction, policies and practices, with a focus on HONI's priorities.
Security Specialist	Knowledge and ability to ensure there are adequate technical and organizational safeguards to protect the continuity of IT infrastructure services by the implementation of IT security principles, methods, practices, policies and tools that are used in securing IT resources, including information and operations security, physical security, business continuity / disaster recovery ("DR") planning, methods to deal with security breaches and security assessment in a technical environment. Includes positions, such as Security Analyst. **Knowledge requirements:** ▪ IT security principles methods, policies, practices and tools: • Information Protection / IT security principles, threat and risk assessment methodology, practices, procedures and tools (e.g., government privacy and security-related legislation and policies, biometric and cryptographic principles, firewalls, intrusion logs, encryption and digital [numeric] signature); • Theories, processes, and methodologies involved in developing, implementing, monitoring and reporting IT security planning frameworks, policies, measures, counter-measures and monitoring programs, procedures, and guidelines; • Management tools, such as data classification and risk assessment / analysis to identify

ROLE	DESCRIPTION AND REQUIREMENTS
	threats, classify assets and to rate system vulnerabilities; • IT software and hardware security requirements; • Preparation and conduction of Privacy Impact Assessments ("PIA"), Statement of Sensitivity ("SOS"), Threat Risk Assessments ("TRA"), Vulnerability Assessments ("VA"); • Accreditation procedures, policies, and practices; • Security certification procedures; • Security hardware and software; • HONI's Business IT ("BIT"), IT standards and policies regarding the development and support of infrastructure systems and networks, including security policies and operational standards; ▪ IT Operations Security: • Protection techniques for the entire facility, from the outside perimeter to the inside office space, including all of the information system resources and methods to deal with security breaches; • Requirements of hardware, media and of the operators and administrators, with access privileges to these resources; • Application product level security, access management, and remote access; • Auditing and monitoring the mechanisms, tools and facilities to permit the identification of security events and to assess operations security capacity; • Viruses; • Computer crimes laws and regulations and the measures and technologies used to investigate computer crime incidents; and • Cryptographic, graphic and hardware applications. ▪ Business Continuity / DR Planning: • DR strategies, plans, tests, and management; • Preservation and business recovery planning, practices, policies and procedures; • Rollback and contingency strategies, planning practices and tools; • Business continuity analysis procedures and exercise frameworks; • Activities within the response, recovery, restoration and resumption phases applicable to business continuity plans; • Roles and responsibilities of IT operational functions during business continuity exercises; and • HONI's business continuity planning policies and programs, including HONI BIT Standards.

3.1 Standardized Seniority Levels

In order for Hydro One to be able to appropriately and fairly compare bids, it asks Proponents to bid on standardized seniority levels. The seniority levels are defined based on years of relevant experience; general expectations are provided for indicative purposes.

LEVEL	RELEVANT EXPERIENCE (IN YEARS)	GENERAL EXPECTATIONS
Expert	**15+**	▪ Demonstrates expert knowledge and ability, and can apply the competency in the most complex situations; ▪ Develops new approaches, methods or policies in the area; ▪ Is recognized as an expert, internally, and / or externally; and ▪ Leads the guidance of other professionals.
Senior	**10-14**	▪ Demonstrates advanced knowledge and ability, and can apply

		the competency in new or complex situations; and ▪ Guides other professionals.
Intermediate	**5-9**	▪ Demonstrates solid knowledge and ability, and can apply the competency with minimal or no guidance in the full range of typical situations; and ▪ Would require guidance to handle novel or more complex situations.
Junior 2	**2-4**	▪ Demonstrates basic knowledge and ability and, with guidance, can apply the competency in common situations that present limited difficulties.
Junior 1	**0-1**	▪ Demonstrates introductory understanding and ability and, with guidance, applies the competency in a few simple situations.

Exhibit B

(Rates - Appendix D to Agreement)

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05 Pricing Form - Accenture (6-1-16).xls

[hard copy attached to Execution version]

Cost of living adjustment (COLA) will be made each contract year (including any Extension Term) commencing July 1, 2017. COLA is by a factor equal to the Canadian Consumer Price Index (CANSIM Table 326-0020, Canada for all items).

Rate Card Assumptions:

1. Expenses for travel to Hydro One locations outside the GTA are excluded. Hydro One agrees to pay Consultant for travel and accommodate expenses (case by case basis and only if pre-approved, in writing) between Hydro One locations outside the Greater Toronto Area ("GTA") (e.g., Barrie, ON).

2. [redacted]

3. Overtime may be required in some cases. Any overtime is subject to pre-approval by Hydro One. Approved overtime would be charged at the same rates used for regular business hours as per the rate card.

4. Rate cards are exclusive of applicable taxes such as GST, HST and QST.

RFP 7000006616 **Bid Table 1 - Rates**

Full Legal Name of Proponent **Accenture Inc** *Please enter your Company's full legal name in D4*

Instructions: Complete the table for all the categories for which you want to bid, as specified in Schedule D.

Type of mandate	Type of role	Seniority level	[redacted]
Staff Augmentation	PM - Application Development	Expert	
Staff Augmentation	PM - Application Development	Senior	
Staff Augmentation	PM - Application Development	Intermediate	
Staff Augmentation	PM - Application Development	Junior 2	
Staff Augmentation	PM - Application Development	Junior 1	
Staff Augmentation	Business Analyst	Expert	
Staff Augmentation	Business Analyst	Senior	
Staff Augmentation	Business Analyst	Intermediate	
Staff Augmentation	Business Analyst	Junior 2	
Staff Augmentation	Business Analyst	Junior 1	
Staff Augmentation	Developer	Expert	
Staff Augmentation	Developer	Senior	
Staff Augmentation	Developer	Intermediate	
Staff Augmentation	Developer	Junior 2	
Staff Augmentation	Developer	Junior 1	
Staff Augmentation	Tester	Expert	
Staff Augmentation	Tester	Senior	
Staff Augmentation	Tester	Intermediate	
Staff Augmentation	Tester	Junior 2	
Staff Augmentation	Tester	Junior 1	
Staff Augmentation	Solution Architect	Expert	
Staff Augmentation	Solution Architect	Senior	
Staff Augmentation	Solution Architect	Intermediate	
Staff Augmentation	Solution Architect	Junior 2	
Staff Augmentation	Solution Architect	Junior 1	
Staff Augmentation	PM - Infrastructure	Expert	
Staff Augmentation	PM - Infrastructure	Senior	
Staff Augmentation	PM - Infrastructure	Intermediate	
Staff Augmentation	PM - Infrastructure	Junior 2	
Staff Augmentation	PM - Infrastructure	Junior 1	
Staff Augmentation	Service Management Specialist	Expert	
Staff Augmentation	Service Management Specialist	Senior	
Staff Augmentation	Service Management Specialist	Intermediate	
Staff Augmentation	Service Management Specialist	Junior 2	
Staff Augmentation	Service Management Specialist	Junior 1	
Staff Augmentation	System Administrator	Expert	

RFP 7000006616 **Bid Table 1 - Rates**

Full Legal Name of Proponent **Accenture Inc** *Please enter your Company's full legal name in D4*

Instructions: Complete the table for all the categories for which you want to bid, as specified in Schedule D.

Type of mandate	Type of role	Seniority level	[redacted]
Staff Augmentation	System Administrator	Senior	
Staff Augmentation	System Administrator	Intermediate	
Staff Augmentation	System Administrator	Junior 2	
Staff Augmentation	System Administrator	Junior 1	
Staff Augmentation	Database Manager	Expert	
Staff Augmentation	Database Manager	Senior	
Staff Augmentation	Database Manager	Intermediate	
Staff Augmentation	Database Manager	Junior 2	
Staff Augmentation	Database Manager	Junior 1	
Staff Augmentation	Network Engineer	Expert	
Staff Augmentation	Network Engineer	Senior	
Staff Augmentation	Network Engineer	Intermediate	
Staff Augmentation	Network Engineer	Junior 2	
Staff Augmentation	Network Engineer	Junior 1	
Staff Augmentation	Infrastructure Architect	Expert	
Staff Augmentation	Infrastructure Architect	Senior	
Staff Augmentation	Infrastructure Architect	Intermediate	
Staff Augmentation	Infrastructure Architect	Junior 2	
Staff Augmentation	Infrastructure Architect	Junior 1	
Staff Augmentation	SCADA Specialist	Expert	
Staff Augmentation	SCADA Specialist	Senior	
Staff Augmentation	SCADA Specialist	Intermediate	
Staff Augmentation	SCADA Specialist	Junior 2	
Staff Augmentation	SCADA Specialist	Junior 1	
Staff Augmentation	Operating Technology Architect	Expert	
Staff Augmentation	Operating Technology Architect	Senior	
Staff Augmentation	Operating Technology Architect	Intermediate	
Staff Augmentation	Operating Technology Architect	Junior 2	
Staff Augmentation	Operating Technology Architect	Junior 1	
Staff Augmentation	PM - Integration	Expert	
Staff Augmentation	PM - Integration	Senior	
Staff Augmentation	PM - Integration	Intermediate	
Staff Augmentation	PM - Integration	Junior 2	
Staff Augmentation	PM - Integration	Junior 1	
Staff Augmentation	Change Management Specialist	Expert	
Staff Augmentation	Change Management Specialist	Senior	

RFP 7000006616 **Bid Table 1 - Rates**

Full Legal Name of Proponent **Accenture Inc** *Please enter your Company's full legal name in D4*

Instructions: Complete the table for all the categories for which you want to bid, as specified in Schedule D.

Type of mandate	Type of role	Seniority level	[redacted]
Staff Augmentation	Change Management Specialist	Intermediate	
Staff Augmentation	Change Management Specialist	Junior 2	
Staff Augmentation	Change Management Specialist	Junior 1	
Staff Augmentation	Enterprise Architect	Expert	
Staff Augmentation	Enterprise Architect	Senior	
Staff Augmentation	Enterprise Architect	Intermediate	
Staff Augmentation	Enterprise Architect	Junior 2	
Staff Augmentation	Enterprise Architect	Junior 1	
Staff Augmentation	Security Specialist	Expert	
Staff Augmentation	Security Specialist	Senior	
Staff Augmentation	Security Specialist	Intermediate	
Staff Augmentation	Security Specialist	Junior 2	
Staff Augmentation	Security Specialist	Junior 1	
Project Delivery	PM - Application Development	Expert	
Project Delivery	PM - Application Development	Senior	
Project Delivery	PM - Application Development	Intermediate	
Project Delivery	PM - Application Development	Junior 2	
Project Delivery	PM - Application Development	Junior 1	
Project Delivery	Business Analyst	Expert	
Project Delivery	Business Analyst	Senior	
Project Delivery	Business Analyst	Intermediate	
Project Delivery	Business Analyst	Junior 2	
Project Delivery	Business Analyst	Junior 1	
Project Delivery	Developer	Expert	
Project Delivery	Developer	Senior	
Project Delivery	Developer	Intermediate	
Project Delivery	Developer	Junior 2	
Project Delivery	Developer	Junior 1	
Project Delivery	Tester	Expert	
Project Delivery	Tester	Senior	
Project Delivery	Tester	Intermediate	
Project Delivery	Tester	Junior 2	
Project Delivery	Tester	Junior 1	
Project Delivery	Solution Architect	Expert	
Project Delivery	Solution Architect	Senior	
Project Delivery	Solution Architect	Intermediate	

RFP 7000006616 **Bid Table 1 - Rates**

Full Legal Name of Proponent **Accenture Inc** *Please enter your Company's full legal name in D4*

Instructions: Complete the table for all the categories for which you want to bid, as specified in Schedule D.

Type of mandate	Type of role	Seniority level	[redacted]
Project Delivery	Solution Architect	Junior 2	
Project Delivery	Solution Architect	Junior 1	
Project Delivery	PM - Infrastructure	Expert	
Project Delivery	PM - Infrastructure	Senior	
Project Delivery	PM - Infrastructure	Intermediate	
Project Delivery	PM - Infrastructure	Junior 2	
Project Delivery	PM - Infrastructure	Junior 1	
Project Delivery	Service Management Specialist	Expert	
Project Delivery	Service Management Specialist	Senior	
Project Delivery	Service Management Specialist	Intermediate	
Project Delivery	Service Management Specialist	Junior 2	
Project Delivery	Service Management Specialist	Junior 1	
Project Delivery	System Administrator	Expert	
Project Delivery	System Administrator	Senior	
Project Delivery	System Administrator	Intermediate	
Project Delivery	System Administrator	Junior 2	
Project Delivery	System Administrator	Junior 1	
Project Delivery	Database Manager	Expert	
Project Delivery	Database Manager	Senior	
Project Delivery	Database Manager	Intermediate	
Project Delivery	Database Manager	Junior 2	
Project Delivery	Database Manager	Junior 1	
Project Delivery	Network Engineer	Expert	
Project Delivery	Network Engineer	Senior	
Project Delivery	Network Engineer	Intermediate	
Project Delivery	Network Engineer	Junior 2	
Project Delivery	Network Engineer	Junior 1	
Project Delivery	Infrastructure Architect	Expert	
Project Delivery	Infrastructure Architect	Senior	
Project Delivery	Infrastructure Architect	Intermediate	
Project Delivery	Infrastructure Architect	Junior 2	
Project Delivery	Infrastructure Architect	Junior 1	
Project Delivery	SCADA Specialist	Expert	
Project Delivery	SCADA Specialist	Senior	
Project Delivery	SCADA Specialist	Intermediate	
Project Delivery	SCADA Specialist	Junior 2	

RFP 7000006616 **Bid Table 1 - Rates**

Full Legal Name of Proponent **Accenture Inc** *Please enter your Company's full legal name in D4*

Instructions: Complete the table for all the categories for which you want to bid, as specified in Schedule D.

Type of mandate	Type of role	Seniority level	[redacted]
Project Delivery	SCADA Specialist	Junior 1	
Project Delivery	Operating Technology Architect	Expert	
Project Delivery	Operating Technology Architect	Senior	
Project Delivery	Operating Technology Architect	Intermediate	
Project Delivery	Operating Technology Architect	Junior 2	
Project Delivery	Operating Technology Architect	Junior 1	
Project Delivery	PM - Integration	Expert	
Project Delivery	PM - Integration	Senior	
Project Delivery	PM - Integration	Intermediate	
Project Delivery	PM - Integration	Junior 2	
Project Delivery	PM - Integration	Junior 1	
Project Delivery	Change Management Specialist	Expert	
Project Delivery	Change Management Specialist	Senior	
Project Delivery	Change Management Specialist	Intermediate	
Project Delivery	Change Management Specialist	Junior 2	
Project Delivery	Change Management Specialist	Junior 1	
Project Delivery	Enterprise Architect	Expert	
Project Delivery	Enterprise Architect	Senior	
Project Delivery	Enterprise Architect	Intermediate	
Project Delivery	Enterprise Architect	Junior 2	
Project Delivery	Enterprise Architect	Junior 1	
Project Delivery	Security Specialist	Expert	
Project Delivery	Security Specialist	Senior	
Project Delivery	Security Specialist	Intermediate	
Project Delivery	Security Specialist	Junior 2	
Project Delivery	Security Specialist	Junior 1	

RFP 7000006616 **Bid Table 2 - Capacity**

Full Legal Name of Proponent **Accenture Inc**

Instructions: Fill in the table below with the number of resources available for each Role and Seniority level for which you submit bids, as specified in Schedule D.

Seniority Level	Available resources	
	Staff Augmentation only	Staff Augmentation and Project Delivery
PM - Application Development		
Expert	4	4
Senior	23	23
Intermediate	36	36
Junior 2	50	50
Junior 1	0	0
Business Analyst		
Expert	7	7
Senior	28	28
Intermediate	37	37
Junior 2	13	13
Junior 1	0	0
Developer		
Expert	5	5
Senior	6	6
Intermediate	8	8
Junior 2	0	0
Junior 1	0	0
Tester		
Expert	19	19
Senior	31	31
Intermediate	50	50
Junior 2	14	14
Junior 1	0	0
Solution Architect		
Expert	1	1
Senior	4	4
Intermediate	3	3
Junior 2	0	0
Junior 1	0	0
PM - Infrastructure		
Expert	1	1
Senior	6	6
Intermediate	2	2
Junior 2	0	0
Junior 1	0	0
Service Management Specialist		
Expert	0	0
Senior	5	5
Intermediate	3	3
Junior 2	1	1
Junior 1	0	0
System Administrator		
Expert	1	1
Senior	8	8
Intermediate	11	11

RFP 7000006616 **Bid Table 2 - Capacity**

Full Legal Name of Proponent **Accenture Inc**

Instructions: Fill in the table below with the number of resources available for each Role and Seniority level for which you submit bids, as specified in Schedule D.

Seniority Level	Available resources	
	Staff Augmentation only	Staff Augmentation and Project Delivery
Junior 2	0	0
Junior 1	0	0
Database Manager		
Expert	1	1
Senior	2	2
Intermediate	7	7
Junior 2	2	2
Junior 1	0	0
Network Engineer		
Expert	0	0
Senior	0	0
Intermediate	1	1
Junior 2	0	0
Junior 1	0	0
Infrastructure Architect		
Expert	4	4
Senior	6	6
Intermediate	16	16
Junior 2	0	0
Junior 1	0	0
SCADA Specialist		
Expert	0	0
Senior	0	0
Intermediate	0	0
Junior 2	0	0
Junior 1	0	0
Operating Technology Architect		
Expert	0	0
Senior	2	2
Intermediate	0	0
Junior 2	0	0
Junior 1	0	0
PM - Integration		
Expert	6	6
Senior	32	32
Intermediate	56	56
Junior 2	70	70
Junior 1	0	0
Change Management Specialist		
Expert	5	5
Senior	18	18
Intermediate	19	19
Junior 2	15	15
Junior 1	0	0
Enterprise Architect		
Expert	2	2

RFP 7000006616 **Bid Table 2 - Capacity**

Full Legal Name of Proponent **Accenture Inc**

Instructions: Fill in the table below with the number of resources available for each Role and Seniority level for which you submit bids, as specified in Schedule D.

Seniority Level	Available resources	
	Staff Augmentation only	Staff Augmentation and Project Delivery
Senior	3	3
Intermediate	14	14
Junior 2	0	0
Junior 1	0	0
Security Specialist		
Expert	2	2
Senior	2	2
Intermediate	0	0
Junior 2	0	0
Junior 1	0	0

RFP 7000006616 **Bid Table 3 - Volume discounts**

Full Legal Name of Proponent **Accenture Inc**

Instructions: For each trigger amount (total business volume with Hydro One), indicate the corresponding annual discount in percentage of total spend, as specified in Schedule D.

[redacted]

Exhibit C

(Volume Discount Agreement)

VOLUME DISCOUNT AGREEMENT

THIS VOLUME DISCOUNT AGREEMENT is entered into and effective as of the 19th day of October, 2016, **by and between:**

Hydro One Networks Inc., a company incorporated under the laws of the Province of Ontario, having its head office at 483 Bay Street, South Tower, 8th Floor, Toronto, Ontario, Canada, M5G 2P5

("Hydro One")

- and -

Accenture Inc. a company incorporated under the laws of the Province of Ontario, having its head office at 5450 Explorer Drive, Suite 200, Mississauga, Ontario, Canada, L4W 5N1

(the "Provider")

WHEREAS Hydro One, on its own behalf and on behalf of its affiliates, wishes to purchase Services and Deliverables from the Provider and Provider affiliates, and the Provider, on its own behalf and on behalf of its affiliates, wish to provide such Services and Deliverables to Hydro One and its affiliates, pursuant to the terms and conditions of other agreements, separately entered into between the parties ("Other Agreements");

AND WHEREAS the Provider and its affiliates are willing to provide volume discounts ("Volume Discounts") to Hydro One and its affiliates based on the volume of business under such Other Agreements;

AND WHEREAS the parties are entering into this Volume Discount Agreement to set forth the terms and conditions by which Provider and its affiliates will provide Volume Discounts to Hydro One and its affiliates;

NOW THEREFORE in consideration of the mutual covenants contained in this Volume Discount Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Parties), the Parties hereby agree as follows:

1.1 This Volume Discount Agreement only applies to each Other Agreement that specifically states that this Volume Discount Agreement applies to such Other Agreement ("Applicable Other Agreement). A "Discount Year" is the yearly period commencing November 1 of one year and ending October 31st of the following year. A list of the Applicable Other Agreements as of the effective date of this Agreement is set out in Attachment A, and such Attachment A may be updated by the parties from time to time. A list of Provider affiliates that are within the scope of this Agreement, as of the effective date of this Agreement is set out Attachment B, and such Attachment B may be updated by the parties from time to time.

1.2 Volume Discounts will be provided each year on the cumulative undisputed paid invoice amount for fees only and excludes taxes, expenses and all amounts that are unpaid, set off and/or withheld by Purchaser ("Invoiced Amount") under all Applicable Other Agreements during a Discount Year for all services and deliverables provided by the Provider and its affiliates under such Applicable Other Agreements. Applicable Other Agreements Invoiced Amount will be calculated annually. For the first year of an Applicable Other Agreement, where the first invoice is dated July 1st or thereafter, all amounts invoiced and paid from July 1st to October 31st of that first year will be rolled forward and added into the next Discount Year. Provider will provide a report ("Volume Discount Report") detailing the annual Applicable Other Agreement Invoiced Amount to Hydro One no later than thirty (30) days following the anniversary date of the end of a Discount Year. The Volume Discount Report shall be provided using Microsoft Excel and will detail at minimum, the following information; Applicable Other Agreement name, Statement of Work Title, Purchase Order Number and delivery date, Invoice Number, Applicable Other Agreement amount invoiced and paid.

1.3 Volume Discount Reports shall be submitted annually to:

Attn: Susan Wylie
Hydro One Networks Inc.
483 Bay Street
Toronto, Ontario M5G 2C2
Susan.Wylie@HydroOne.com

With a copy sent to:

Attn: Ed Petrovacki
Hydro One Networks Inc.
483 Bay Street
Toronto, Ontario M5G 2C2
Edvin.Petrovacki@HydroOne.com

1.4 Hydro One reserves the right to review and validate the Volume Discount Report for accuracy. Hydro One will provide acceptance of the final agreed upon Volume Discount Report in writing, no later than thirty (30) days after receiving the Volume Discount Report from the Provider.

1.5 Volume Discounts will be calculated based on the Volume Discount Rate multiplied by the cumulative Applicable Other Agreement Invoiced Amount that exceeds the discount threshold in the Volume Discount Table over the Discount Year. For each new Discount Year, the Invoiced Amount resets to zero (0). Achieved Volume Discounts will be returned to Hydro One via a credit memo. Credit memos will be provided to Hydro One within thirty (30) days of Hydro One's written acceptance and agreement to the Volume Discount Report provided by the Provider.

[redacted]

1.6 The Parties agree to meet in a timely manner, review, and re-negotiate in good faith, any applicable changes or amendments to this Volume Discount Agreement in the event that the last tier in the Volume Discount Table in section 1.5 is reached, or a transaction is proposed where it appears that the last tier in the volume discount table in section 1.5 will be reached or exceeded as a result of such transaction.

1.7 Hydro One and Provider agree to meet and review this Volume Discount Agreement annually.

1.8 Notwithstanding the above, any change to this Volume Discount Agreement shall require mutual agreement of the Parties in writing.

1.9 This Volume Discount Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein. If any provision of this Volume Discount Agreement is held to be invalid, illegal or unenforceable, all other provisions will nevertheless continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Volume Discount Agreement through a duly authorized representative as of the date first written above.

Hydro One Networks Inc.		**Accenture Inc.**	
By:	Robert Berardi	By:	
Name:	Robert Berardi (PLEASE PRINT NAME)	Name:	Jane Kerr (PLEASE PRINT NAME
Title:	VP, Shared Services (PLEASE PRINT TITLE)	Title:	Managing Director (PLEASE PRINT TITLE)
Date:	May 05/2017	Date:	April 25, 2017
	I have the authority to bind the company.		I have the authority to bind the company.

ATTACHMENT "A"

Applicable Other Agreements

Master Services Agreement for Project Delivery Services, effective May 11, 2015

ATTACHMENT "B"

Provider Affiliates

None

MASTER SERVICES AGREEMENT
FOR
PROJECT DELIVERY

THIS MASTER SERVICES AGREEMENT is entered into and effective as of the 19th day of August, 2016, **by and between:**

Hydro One Networks Inc., a company incorporated under the laws of the Province of Ontario, having its head office at 483 Bay Street, South Tower, 8th Floor, Toronto, Ontario, Canada, M5G 2P5

("Hydro One")

- and -

PricewaterhouseCoopers LLP, a limited liability partnership formed under the laws of Ontario, having its head office at 18 York Street, Suite 2600, Toronto, Ontario, M5A 0B2

(the "Provider")

WHEREAS Hydro One wishes to purchase Services and Deliverables, and the Provider wishes to provide such Services and Deliverables on the terms and conditions of this Agreement;

AND WHEREAS the parties are entering into this Agreement to set forth the terms and conditions by which Provider will provide the Services and Deliverables to Hydro One;

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Parties), the Parties hereby agree as follows:

1.0 INTERPRETATION

1.1 **Definitions** – As used in this Agreement, unless the context otherwise requires:

"Affiliate" shall have the meaning set out in the *Canada Business Corporations Act* extended to include unincorporated persons.

"**Agreement**" means the following "contract documents": (1) the Hydro One Purchase Order ("Purchase Order"), (2) Statement of Work, (3) this Master Services Agreement, (including its Appendices and Statements of Work, as the same may be amended or supplemented from time to time), (4) the Provider's Proposal and (7) the RFP documents (other than those listed above). Appendices, schedules, exhibits and attachments to any contract documents shall be considered part of such document. These contract documents shall, only to the extent of any inconsistency or conflict, take precedence in the order in which they are named.

"**Business Day**" means a day, other than a Saturday or Sunday, on which the principal commercial banks of Toronto, Ontario, Canada are open for business during normal banking hours.

"**Change Request**" has the meaning set out in Section 3.1.

"**Confidential Information**" means any information identified as confidential, sensitive or proprietary or which, given the nature of the information and circumstances of the disclosure, the Receiving Party knew or ought to have known, was or should be treated as confidential (including all documents, information and data conveyed, relayed, transmitted, received, observed, recorded or stored in any form and includes any Work Product and Deliverable and Intellectual Property related thereto, text, letter, specification, equipment, design, blueprint, memorandum, sound recording, video, film, photograph, chart, graph, map, survey, diagram, model, sketch, book of account, product, information about or related to any electrical transmission or distribution equipment, system or architecture, computer software, hardware, firmware, data bases, data processing, telecommunication, communications networking system, practices, processes or procedures or other internal systems, security, or controls (in any stage of development), used, licensed, owned, or developed (or in development) and related documentation, records, accounts, technical data, research, products, financial information, plans or strategies, forecasts or forecast assumptions, business practices, and personal information) regarding the Disclosing Party, its affiliates, suppliers or customers disclosed to or discovered by the Receiving Party in connection with any Requisition, Project Delivery RFP, Statement of Work or this Agreement or in the performance of the Services, provision of the Deliverables or production of the Work Product.

"**Contact Person**" means the person designated by a Party pursuant to section 2.13(b).

"**Deliverable**" means any and all Work Product, Software, Hardware, and / or Services that Provider provides or undertakes to provide to Hydro One hereunder.

"**Disclosing Party**" means collectively, the Party, its Affiliates, suppliers, outsourcers, contractors, customers and third party agents that disclose or make available Confidential Information.

"**Expenses**" means the out-of-pocket expenses incurred by the Provider in the performance of this Agreement, as further described in Section 5.4 of this Agreement.

"**Fee**" means the fees payable by Hydro One to the Provider hereunder.

"**Intellectual Property" or "IP**" means anything that is or may be protected by an Intellectual Property Right.

"**Intellectual Property Right**" means any right that is or may be granted or recognized under any common or civil law principle regarding intellectual and industrial property or Canadian or foreign legislation regarding patents, copyrights, neighbouring rights, moral rights, trade-marks, trade names, service marks, confidential information (including Confidential Information as defined herein), software, firmware, databases, data, instructions, notes, memoranda, records, plans, designs, drawings, documentation, discoveries, inventions, concepts, ideas, formulae, algorithms, methods, processes, procedures, trade secrets, know-how, industrial designs, mask works, integrated circuit topographies, whether registered or unregistered, or any other statutory provision and including rights in any application for any of the foregoing.

"**Mini RFP**" has the meaning set out in Section 2.1.

"**Party**" means either of Hydro One or the Provider, and "**Parties**" means both of them.

"**Personal Information**" has the meaning set out in Section 7.6.

"**Personnel**" means an employee or contractor of the Provider or its Subcontractor.

"**Pre-Existing IP**" has the meaning set out in Section 7.1.

"**Privacy Laws**" has the meaning set out in Section 7.6.

"Project" means a project being carried out for Hydro One.

"Receiving Party" means collectively, the Party, and anyone acting for or on behalf of that Party, that receives Confidential Information from the Disclosing Party.

"Requisition" has the meaning set out in Section 2.1.

"Appendix" as used herein means an appendix to this Agreement.

"Services" means the work to be performed and provided by the Provider pursuant to this Agreement and as may be more particularly described in the Statement of Work.

"Specifications" means the requirements and specifications identified or set out in, and in the following order of precedence, Statement of Work, this Master Services Agreement ("MSA"), the Proponent's Proposal / Response to a Mini RFP, and in Hydro One's Mini-RFP / Requisition.

"Statement of Work" or **"SOW"** means the document attached hereto signed by the Parties in writing.

"Subcontractor" means contractors, consultants, advisors, agents of Provider and vendors of Provider, and includes, without limitation, Affiliates of Provider and third party service providers of Provider.

"Subject Matter" means the intended type of activities and products that Hydro One may ask Provider to perform or provide pursuant to this Agreement as set out in Appendix A.

"Work Product" means all work product of any kind created, developed, authored, conceived, originated, or reduced to practice by the Provider in the performance of this Agreement including: (i) all research, assessments, studies, tests, developments, tools, models, working papers, analysis, results, observations, reports, recommendations, plans, notes, records, trade secrets, data, drawings, documents, estimates, summaries, calculations, designs, software, completed work and work in progress and other Intellectual Property, developed by the Provider as part of the Services hereunder; and (ii) all methods, methodologies, processes, practices, and procedures, created by the Provider as part of the Services hereunder; and (iii) all Intellectual Property Rights in the foregoing.

2.0 PROVISION OF THE SERVICES AND DELIVERABLES

2.1 **Services** – Hydro One anticipates requiring Services and Deliverables within the Subject Matter set out in Appendix A from time to time over the term of this Agreement. Hydro One may either specifically approach and request Provider to provide Services or Deliverables ("Requisition") or may issue mini requests for proposals to Provider and others for Services or Deliverables pursuant to a secondary competitive process ("Mini RFP"). The Provider shall provide the Services to Hydro One in accordance with this Agreement.

2.2 In the event that Hydro One intends to engage Provider based on Provider's response to Hydro One's Requisition, or based on Provider's response to Hydro One's Mini RFP, such engagement will be documented in a SOW signed by the parties. Neither party will be contractually bound in relation to any engagement unless a SOW is signed by both Parties.

2.3 The Parties acknowledge and agree that:

a) the Services performed and Deliverables provided for Hydro One under this Agreement may include providing Services and Deliverables for an Affiliate of Hydro One;

b) the execution of this Agreement, in and of itself, shall not be construed as Hydro One's authorization to proceed with the provision of any Services, Deliverables or Work Product;

c) the type of Services and Deliverables described in the Subject Matter of Appendix A are not all-inclusive, and Hydro One may ask Provider, through a Requisition or Mini RFP to provide Services and Deliverables not specifically identified therein;

d) the type of Services and Deliverables described in the Subject Matter of Appendix A is not a guarantee that that Provider will be asked to provide all such Services and Deliverables;

e) by entering into this Agreement, Hydro One is not making any representation, warranty or guarantee to Provider as to the value or volume of business to Provider, and the Provider acknowledges that the value or volume of business to Provider under this Agreement during any year or years, or over the term may be zero (0);

f) in order to be awarded any specific business Provider may be required to participate in a Mini RFP competitive process, which may alter or introduce additional terms and conditions, at the end of which: Hydro One will not be bound to award the provision of any Services, Deliverables, or Work Product to Provider and / or any third party, Hydro One may award the provision of any or all of the Services, Deliverables and / or Work Product to Provider, or Hydro One may award the provision of any or all of the Services, Deliverables and Work Product to Provider and to third parties, and

g) the arrangement represented by this Agreement is not exclusive, is for the convenience of Hydro One only and does not in any way oblige Hydro One to make Requisitions, issue Mini RFPs or seek offers from Provider or restrict Hydro One's freedom to contract with any third party for any services, work or deliverables at any time.

2.4 Hydro One may identify in the Requisition or Mini RFP: the proposed start date, length of time for the engagement and / or delivery date, number of Personnel required, identification of technical competencies, Specifications, description of the Services, Deliverables or Work Product, responsibilities, duties and deliverables that Hydro One expects the Provider to provide, location where the Services are to be performed, and such other relevant information, terms and conditions as Hydro One deems applicable.

2.5 Hydro One may also specify in the Requisition or Mini RFP whether the Services and / or Deliverables are to be provided: (i) on time and materials basis in which case the Services and / or Deliverables will be provided at rates no higher than the billing rates as set out in Appendix D, (ii) on a fixed deliverable / milestone basis, (iii) fixed price basis, or (iv) such other basis as specified.

2.6 The Provider will provide a written response to the Requisition or Mini RFP within five (5) business days or such other time period as identified in the Requisition or Mini RFP.

2.7 If Hydro One decides to proceed with the Provider based upon the Provider's response to the Requisition or Mini RFP, the parties will document the engagement in a SOW. The SOW will include the following information, as applicable:

start date, length of time, location where the Services are to be performed, Hydro One Home Location Area if such area is different than what is set out in Section 5.4, description of the Services, Work Product, including Deliverables, additional Specifications, project plan, milestones, delivery dates, acceptance criteria, number of Personnel, identification of technical competencies, contact person, estimated number of hours to complete the Services and / or Deliverables per Personnel, estimate of Fees and Expenses, payment scheme, and other relevant information, as applicable.

2.8 The Provider agrees that during the performance of any Services under a SOW, Hydro One, shall have, at all reasonable times, access to the Work Product, or any component thereof.

2.9 Where the Services, Deliverables or Work Product is to be produced on a time and materials basis, such Services, Deliverables and Work Product will be paid based on actual hours worked from timesheets approved by Hydro One at the rates set out in Appendix D. Each Personnel must obtain approval from Hydro One each time such Personnel wishes to charge Hydro One for more than forty (40) hours per week. Overtime hours shall be compensated at straight time hourly rates. **Specifications, Rules, Policies and Procedures** – The Provider shall ensure that the Services and Deliverables conform in all respects to the Specifications and is provided to Hydro One within the timeframe(s) set out in the SOW. The Provider agrees to comply with all rules, processes, policies and procedures of Hydro One applicable to its performance of this Agreement.

2.10 **Use of Personnel** – Prior to the performance of any Services by any Personnel, Provider shall provide to Hydro One, (i) the name of each such Personnel; (ii) a resume of such Personnel, including a general description of the skills of each such Personnel; and (iii) such other information as Hydro One, may reasonably request. It is the Provider's responsibility to ensure that the Provider's Personnel have the credentials and required skill sets. Hydro One may interview any proposed Provider Personnel prior to any Personnel performing the Services. All Provider Personnel, prior to performing any Services, are subject to prior written approval of Hydro One. The Provider will be solely responsible to ensure that it and any and all Personnel performing Services comply at all times with applicable laws, including immigration laws and regulations. The Provider agrees not to remove any Provider Personnel, or substitute with other Personnel to perform the Services without obtaining the prior written consent of Hydro One, unless the Provider is terminating the Provider Personnel in question for cause or the Provider Personnel has chosen to leave the employ of Provider.

2.11 **Replacement of Personnel** – Hydro One may, at any time, as it determines acting reasonably in its sole discretion, request that a Personnel be removed or replaced in connection with the performance of Services hereunder by requesting same from the Provider. At Hydro One's request and with two (2) Business Days prior written notice from Hydro One, the Provider shall use commercially reasonable efforts to promptly replace the Personnel requested to be removed or replaced with other Personnel who are professional and knowledgeable in the areas of expertise required for performance of the applicable Services and meet or exceed the requirements set out in the SOW, at rates no greater than the rates Provider previously agreed to. Hydro One, reserves the right to interview and approve any proposed replacement for a removed or replaced Personnel prior to such Personnel's engagement in the provision of any Services.

2.12 Hydro One shall not be responsible to pay any fees or expenses arising out of or in connection with any replacement of Provider Personnel, including costs or expenses associated with replacement Personnel becoming familiar with the Services, relocation or training.

2.13 **Governance** – Each Party agrees:

a) with respect to this Agreement in general, on or soon after the effective date of this Agreement, each will assign at least one person ("Authorized Representative") to act as liaison between the parties for the communication of matters of mutual interest and concern and the coordination of the Services and Work under this Agreement;

b) to appoint a contact person who shall be identified in the SOW by name and contact information to represent the Provider ("Contact Person") and Hydro One in connection with the Services and Deliverables under such SOW. All Personnel of the Provider performing Services under a SOW shall deal exclusively with the Hydro One contact person and such other persons as specifically designated by Hydro One to the exclusion of any other persons in relation to the performance of the Services under the SOW.

2.14 **Escalation** – In the event that there are any problems or difficulties with respect to the Services and Deliverables, such problems and difficulties shall first be brought to the attention of, and to be dealt with, by the contact person identified in the applicable SOW. If such contact person is unable to resolve such problem or difficulty, then such problem or difficulty shall be escalated to the Parties' respective Authorized Representatives. If such problem or difficulty is unable to be resolved by the Parties respective Authorized Representative, then such problem or difficulty shall be dealt with pursuant to the dispute resolution process set out in Section 6.6.

2.15 **Reporting** – The Provider agrees to report to and consult with Hydro One through its Contact Person regarding the Provider's progress and performance in respect of the providing the Services and Deliverables as may be further set out in the SOW.

2.16 **Code of Business Conduct** – The Provider has read, reviewed, understands and agrees to comply with Hydro One Inc.'s Code of Business Conduct at all times during the term of this Agreement. The Code of Business Conduct is attached hereto as Appendix "B".

2.17 **Workplace Safety and Insurance Board** – Before performing any Services under a SOW, at the request of Hydro One, the Provider will supply and cause any Personnel performing the Services to supply to Hydro One evidence that it is in good standing with the Workplace Safety and Insurance Board by providing a copy of its most recent WSIB certificate. The Provider will be solely responsible for all Workplace Safety and Insurance Board claims related to the Provider or its Personnel with respect to Services performed by Provider's Personnel. The Provider agrees to indemnify the Hydro One in respect of any such claims.

3.0 CHANGE PROCESS

3.1 The Parties agree that, during the term of a SOW, Hydro One may request the Provider to change the scope or schedule or revise, change or remove tasks, Services or Deliverables or to perform additional tasks, Services or provide additional Deliverables that are not described in the SOW. Hydro One agrees to request such change in scope, schedule or Services or revised, changed, removed or additional Deliverables in writing (a "Change Request"). In respect of such Change Request, the Provider agrees:

a) to provide Hydro One with a written response regarding the impact on scope, timing, schedule, Services, Deliverables, resources, personnel, Fees, Expenses, and charges, and a written estimate of any applicable additional Fees and Expenses ("Change Proposal"); and

b) not to stop working on existing tasks, Services or Deliverables, or proceed with the altered or additional tasks, Deliverables or Services until Hydro One approves the Change Proposal in writing and an instruction notice or revised purchase order is issued by Hydro One to the Provider related thereto.

3.2 The Parties agree that the business arrangements for additional Deliverables or revised Services will be documented only by an approved and signed Change Request and that such Change Request will be deemed to amend and form a part of the applicable SOW. For greater certainty, whenever the provisions of a Change Request conflict with the provisions of the SOW, the provisions of the Change Request control and take precedence for the purposes only of that SOW and Change Request.

3.3 The Provider agrees to promptly notify Hydro One in writing of any event that may affect the scope, timing, schedule, personnel, Services, Deliverables, resources, Fees, Expenses or charges or if, in the course of providing the Services or producing the Deliverables, it becomes apparent to the Provider that the estimate of the time, schedule, Fees, Expenses, charges, personnel or resources to produce the Deliverables or Services is likely to be exceeded. Provider will provide to Hydro One a Change Proposal with respect to any such change proposed by Provider, however any change to the scope, timing, schedule, Services, Deliverables, resources, Fees, Expenses or charges described in a SOW will be of no force or effect unless such Change Proposal is approved by Hydro One in writing, and an instruction notice or revised purchase order is issued by Hydro One to the Provider related thereto.

4.0 ACCEPTANCE

4.1 **Acceptance** – The following acceptance provisions shall apply to the Services and Deliverables under each SOW, unless otherwise set out in the applicable SOW.

a) The Provider shall provide upon completion to Hydro One each Deliverable and the Services for Hydro One's acceptance. In order to verify the conformity of the Services and Deliverables to the Specifications, Hydro One shall review the Services and Deliverables for approval. Hydro One shall grant approval if the Deliverables conform to the Specifications. In the event of Hydro One's rejection of a Deliverable, Hydro One shall provide a written statement, which identifies its reasons for rejection.

b) The Provider shall have up to thirty (30) calendar days from notice of rejection in which to complete all corrective actions or changes in order for such Services and Deliverables to conform to the Specifications, at Provider's sole cost.

c) The Parties may expressly agree, in writing, to extend the period of time allotted for any review, correction or change under this Section. Unless expressly agreed in writing otherwise, any such extension of time shall not affect the schedule for any other Services or Deliverables.

d) Upon acceptance of the applicable Services and Deliverables as set out in the SOW or as otherwise specified in the SOW (in the absence of which, upon acceptance of the final Deliverable), Hydro One will make the necessary payment in accordance with Section 5.

e) The Provider understands and agrees that final acceptance shall be granted upon confirmation from Hydro One that all Services and Deliverables as described in such Statements of Work conform to the Specifications.

4.2 If the Provider does not make all of the Services and Deliverables conform to the Specifications as set out above, Hydro One may:

a) terminate the applicable SOW, in whole or in part, and the Provider shall refund the amounts paid by Hydro One and which relate to the non-conforming Services and Deliverable(s), as well as amounts paid which relate to any other Service or Deliverable(s) that is / are rendered non-compliant or have diminished value due to the non-conforming Service or Deliverable(s);

b) directly or through a third party correct the deficiency at the cost of the Provider; and / or

c) exercise such other remedies as may be set out in the SOW.

4.3 For greater certainty, Hydro One shall not be obligated to pay Fees and, if applicable, Expenses with respect to: (i) any part of the Services, Deliverables and / or Work Product which is deficient and / or does not conform with the Specifications or is not delivered within the timeframes specified herein (including the applicable SOW); and (ii) any other Service or Deliverable(s) that is / are rendered non-compliant or have diminished value due to the deficiency and / or non-conformity of the part of the Service or Deliverable in subsection (i) of this paragraph.

5.0 COMPENSATION

5.1 **Billing** – Unless otherwise set out in the applicable SOW, Provider will bill as set out below.

a) For time and materials arrangements, Fees for Deliverables and Services rendered and reimbursable Expenses will be billed monthly at the billing rates set out in Appendix D;

b) For arrangements based on milestones, Provider will bill for Services and Deliverables based on confirmation by Hydro One of completion of the applicable milestones; and

c) For all other arrangements, Provider will bill based on completion, delivery and acceptance by Hydro One of the Services and / or Deliverables.

5.2 **Fees; GST / HST** – For the satisfactory and timely delivery of the Services and Deliverables under the applicable SOW, Hydro One shall pay the Provider the Fee on the terms and the conditions set forth in this Agreement and in the applicable SOW, and subject to acceptance in accordance with Section 4.0. Unless expressly stated otherwise in Hydro One's purchase order, the Provider's price for the Services and Deliverables shall be deemed to be a gross price. For greater certainty, the Provider's price for the Services and Deliverables will include, without limitation, all applicable taxes (except for GST / HST), premiums, levies, duties, and any and all other charges of every nature and kind attributable to the Services and Deliverables, whether or not they are statutory or otherwise. Harmonized Sales Tax ("HST") shall be shown separately from the Fees on all invoices. The Provider shall deduct all recoverable HST paid from reimbursable expenses before adding HST to amounts to be invoiced to Hydro One. If the Provider incorrectly charges HST to Hydro One, Hydro One shall not reimburse the Provider for interest or penalties arising from the incorrect application of such tax.

5.3 **Volume Discounts** – Volume Discounts shall be in effect for the duration of the Agreement. Volume Discounts shall be provided pursuant to the Volume Discount Agreement set out in Appendix E. This Agreement is an "Other Agreement" as that term is defined in the Volume Discount Agreement set out in Appendix E.

5.4 **Expenses** – Unless the Parties otherwise agree in writing in the SOW, the Provider shall be solely responsible for the payment of all expenses incurred by the Provider and the Personnel in the performance of any Services, including, without restriction, office, personnel, equipment and travel expenses. If Hydro One agrees in the SOW to reimburse the Personnel for Expenses incurred hereunder, then such reimbursement shall be subject to Hydro One's written approval of such Expenses before they are incurred. Furthermore, unless otherwise set out in a SOW, Hydro One may require delivery of a receipt for such Expenses to Hydro One at the time of the request for reimbursement.

If the SOW expressly allows for recoverable expenses, unless otherwise agreed in writing, the following expenses will be recoverable in accordance with Hydro One's travel expense guidelines, at cost, provided they are necessary and reasonable, and were directly and properly incurred for the delivery of the Services ("Expenses"):

a) travelling and lodging expenses for Provider personnel while away from their home office (as established for the purpose of this Agreement), provided that the anticipated Expenses are approved in writing in advance by Hydro One. No traveling or lodging expenses will be reimbursable if the Provider has an office within the Hydro One Home Location Area and Provider personnel is required to travel to any location within the Hydro One Home Location Area;

b) special drawings or reproduction charges;

c) printing or copying of documents for delivery to Hydro One in excess of 15 sets; and

d) other items approved in advance in writing by Hydro One.

Under no circumstances will any costs be recoverable by the Provider from Hydro One, either directly or indirectly, for any expenses incurred that are not in accordance with the Hydro One travel expense guideline, hospitality and incidental expenses, or expenses for food or beverages consumed by Provider personnel, or anyone acting on behalf of Provider, including but not limited to expense in respect of:

i) meals, snacks and beverages;
ii) gratuities;
iii) laundry, dry cleaning and valet services;
iv) dependent care; and
v) personal telephone calls.

For the purposes of subsection 5.4, "Hydro One Home Location Area" – means an area within a 75 kilometer radius of 483 Bay Street, Toronto, Ontario, Canada, M5G 2P5, and such other Hydro One locations in Ontario designated as such in any of the documents forming part of this Agreement.

5.5 **Invoices** – The Provider shall submit invoices to Hydro One, for payment of Fees and Expenses (if applicable) under the SOW according to the schedule and in the manner set forth in this Agreement or as otherwise set out in such SOW. Unless expressly stated otherwise in the SOW, invoices shall only request payment of Fees for Services actually performed and Deliverables actually accepted by Hydro One up to the date of the production of the invoice. Invoices shall be in such detail and format as specified from time to time by Hydro One. Undisputed Invoices will be paid within forty-five (45) days after receipt. Hydro One is not required to pay any invoice unless such invoice is accurate, correctly submitted and includes the required information.

5.6 **Non-Resident Personnel** – The Provider is solely responsible for applying to the Government of Canada for admission of personnel into Canada and for obtaining work permits where required. The Provider will be required to obtain customs clearance and pay duties and taxes where applicable, for goods or tools used in the performance of this Agreement or imported into Canada. Assistance with clearance of goods may be provided by Hydro One if requested.

5.7 **Withholding Tax** – Certain amounts paid or credited to non-residents of Canada are subject to income tax withholding in accordance with rates and conditions set forth in the *Income Tax Act* (Canada) and tax treaties. This tax is remitted to Canada Customs and Revenue Agency ("CCRA"). If the Provider is based outside of Canada, Hydro One Networks shall comply with its withholding tax obligations under the *Income Tax Act* and the applicable tax treaties. (A fifteen percent [15%] withholding tax shall be required on the gross amount payable for any services rendered hereunder in Canada [i.e., consulting fees, maintenance fees], and ten percent (10%) withholding tax shall be required on rentals, royalties and similar payments [including payments for the rights to use computer software] made hereunder.) In such case, Hydro One shall issue a CCRA form, either a NR4 or T4A-NR (depending upon the nature of the payment made), to the Provider for payments made.

Certain amounts paid or credited to non-residents of Canada are subject to income tax withholding in accordance with rates and conditions set forth in the *Income Tax Act* and tax treaties. This tax is remitted to Canada Revenue Agency ("CRA").

For U.S.-based Providers:

a) a fifteen percent (15%) withholding tax is required on the gross amount payable for services rendered in Canada (e.g., consulting fees, maintenance fees);

b) a withholding tax is required on rentals, royalties and similar payments (including payments for the rights to use computer software). The rate is twenty-five percent (25%) but is generally reduced to ten percent (10%) under the Canada-U.S. Tax Convention, and is zero in certain circumstances. Where the Provider either provides representation acceptable to the Hydro One, that it does not carry on or has not carried on business in Canada through a permanent establishment ("p.e.") and that the payments are not effectively connected to such p.e., or alternatively, the Hydro One is provided with a CRA waiver from the withholding requirement, the Hydro One will apply the ten percent (10%) withholding or zero withholding to the payments, as applicable. In either case, the Provider must indemnify the Hydro One for any tax, penalties and interest that may be assessed to the Hydro One by the CRA for failure to withhold the required tax (i.e., 25%) from the payments. The Provider agrees to notify the Hydro One within thirty (30) days of commencing to carry on a business in Canada through a permanent establishment to which the payments due under this Agreement are effectively connected; and

c) Each February, the Hydro One issues CRA forms, either a NR4 or T4A-NR (depending upon the nature of the payment made) to all non-resident Providers who were paid by the Hydro One during the previous year.

Under no circumstances will Hydro One:

i) make any tax equalization payments of any kind;
ii) have any liability for any of the Provider's income, payroll, or capital (including large corporation) taxes imposed by any governmental authority in connection with the contract.

5.8 **Accounts and Records** – The Provider shall:

a) Upon request by Hydro One, provide Hydro One with its GST / HST number;

b) keep and maintain, in accordance with generally-accepted accounting principles ("GAAP"), complete and accurate books, records, and accounts of all costs and expenditures relating to the provision of the Services including invoices, receipts, time sheets and vouchers;

c) within five (5) Business Days of receiving a request of Hydro One, make available to Hydro One or its representatives for examination, such representative to be agreed to by Provider, acting reasonably, reproduction, audit, review or any other reasonable purpose every such book, record, invoice, receipt, time sheet and voucher, account and any writings in support thereof during regular business hours; and

d) endeavour that the writings described in section 5.8(b) are not destroyed without Hydro One's prior written authorization for a period of six (6) years following the expiry or earlier termination of this Agreement.

6.0 TERM AND TERMINATION

6.1 **Term** – Unless sooner terminated in accordance with this Agreement or extended upon the mutual agreement of both Parties, the term of this Agreement shall begin on the date of set out above and shall continue until the later of the following: (a) three (3) years following the date of execution of this Agreement unless further extended by Hydro One for up to two additional successive one-year (1-year) periods upon no less than thirty (30) days written notice of Hydro One to Provider prior to the expiry of the then current term; and (b) all Services and Deliverables set out in all Statements of Work pursuant to this Agreement have been delivered, completed and performed.

6.2 **Termination for Convenience – Agreement** -- Hydro One may terminate this Agreement, in whole or in part, for convenience upon not less than thirty (30) days' prior written notice to the Provider, termination to take effect upon the expiration of such thirty-day (30-day) period. Termination of this Agreement shall not terminate any Statements of Work entered into pursuant to this Agreement for which any Services and / or Deliverables remain to be provided and / or delivered and accepted, and this Agreement shall continue to remain in force in respect of such Statements of Work until such Services or Deliverables are provided and / or delivered and accepted.

6.3 **Termination for Convenience – SOW** – Hydro One may terminate any SOW, in whole or in part, for convenience upon not less than fourteen (14) days' prior written notice to the Provider, termination to take effect upon the expiration of such fourteen-day (14-day) period. If any SOW, in whole or in part, is terminated by Hydro One for convenience, Hydro One, shall be liable for only those Fees and Expenses incurred pursuant hereto up to the effective date of such termination provided that the Provider has carried out its obligations under such SOW and this Agreement in accordance with the terms and conditions hereof to the reasonable satisfaction of Hydro One. Provider shall make all reasonable efforts to mitigate all such costs, Fees and Expenses and shall not make any forward commitment after receipt of the notice of termination.

6.4 **Termination for Breach** – Hydro One may terminate this Agreement and / or any SOW, in whole or in part, for breach of this Agreement or SOW upon giving to the Provider thirty (30) days (except in the case of the Provider's bankruptcy, insolvency, winding up or similar proceedings, in which case, no notice will be required to be given by Hydro One) prior, written notice specifying the breach. If such breach is not cured by the Provider within such period, termination shall take effect upon the expiry of such thirty-day (30-day) period unless otherwise mutually agreed upon in writing by the Parties.

6.5 **The Provider's Obligation on Expiration / Termination** – Upon the expiration or earlier termination of this Agreement or at the request of Hydro One, the Provider shall immediately:

a) return or, at Hydro One's written instruction, destroy any Confidential Information of Hydro One in the possession or control of the Provider;

b) deliver to Hydro One all property (tangible or intangible) proprietary to Hydro One, its Affiliates and / or third-party vendors and licensors which is in the Provider's possession or control; and

c) destroy any copies or extracts of any of the foregoing in its possession or control and the Provider shall certify to Hydro One that it has done so.

Notwithstanding anything to the contrary herein, it is understood and agreed that the Provider's computer systems and the computer systems of persons and legal entities to whom the Confidential Information was disclosed in accordance with this Agreement, may automatically back-up Confidential Information disclosed to it or them under this Agreement. To the extent that such computer back-up procedures create copies of the Confidential Information, the Provider may retain such copies in its archival or back-up computer storage for the period it normally archives backed-up computer records, provided that such back-up copies shall be subject to the provisions of this Agreement until the same are destroyed, and shall not be accessed by the Provider during such period of archival or back-up storage other than as might be permitted herein.

Notwithstanding anything to the contrary herein, Provider may keep an archival set of its working papers together with such copies of Hydro One's Confidential Information deemed necessary to comply with Provider's professional obligations provided such Confidential Information contain therein continues to be protected in accordance with this Agreement.

6.6 **Dispute Resolution Process** – Any and all disputes, controversies or claims arising under or relating to this Agreement or the breach, termination or invalidation thereof shall upon written notice, be referred to a senior management representative from each of the Parties who will confer in good faith to attempt to resolve the matter. The Party sending the first written notice (the "Initial Notice") shall: (1) set forth in detail all of its claims or issues in dispute; and (2) designate its representative. The other Party shall have five (5) Business Days to designate its representative and add any other issues or claims for resolution not identified in the Initial Notice. The representatives shall have thirty (30) days from the date of the Initial Notice to resolve the issues identified in the notices.

If the dispute or claim is not fully resolved pursuant to the process described above, either Party may, after ninety (90) days, initiate litigation in an appropriate court.

Either Party may at any time, without inconsistency with this Agreement, seek from a court of general jurisdiction any equitable, interim or provisional relief.

The Parties intend all statements made and documents provided or exchanged in connection with this dispute resolution process to be confidential and neither Party shall disclose the existence or content of the dispute or claim, or the results of any dispute resolution process, to third parties other than outside counsel, except with the prior written consent of the other Party or pursuant to legal process.

The Parties may, in a SOW, set-up project escalation and resolution processes, and agree to dates and times other than those set forth in this section.

7.0 INTELLECTUAL PROPERTY & CONFIDENTIALITY

7.1 **Pre-Existing IP** – Both parties retain all rights to all proprietary interests, including knowledge, experience, know-how, software, working papers, general skills, know-how, processes, or other intellectual property, materials, technology, documents, data, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices, and specifications brought to the Work Product and used therein, or independently developed by such party (collectively "Pre-Existing IP"). The Provider shall not knowingly incorporate into the Work Product any data, software or hardware the use of which by Hydro One violates the proprietary rights of third parties.

7.2 **Ownership of Work Product** – All right, title, and beneficial ownership interests to all intellectual property, including without limitation, products, methods, processes, inventions, ideas, discoveries (patented or otherwise), copyright, of any form, software, data (hard copies and machine readable) that are conceived, designed, written, produced, developed or reduced to practice in the course of the Work Product (excluding Pre-Existing IP) shall irrevocably vest in and remain with Hydro One. Provider shall not do any act which may compromise or diminish Hydro One's interests as aforesaid.

Unless otherwise expressly set out in an SOW to the contrary, the Provider grants to Hydro One a non-exclusive, paid-up, irrevocable, perpetual license to use, copy and modify for use in conjunction with its utilization of the Work Product any Provider Pre-Existing IP incorporated into the Work Product by the Provider hereunder and to sublicense such rights to its Affiliates, respective contractors and vendors provided that such licenses contain reasonable reservations of proprietary rights that protect the Provider's Pre-Existing IP (which may alternatively be covered by a general reservation by Hydro One, but shall contain the same order of legal protection as Hydro One uses when distributing such data or property to third parties) or provided the use of same does not expose information proprietary to the Provider. Furthermore, unless otherwise set out in an SOW, to the extent that the Provider incorporates any third party intellectual property into the Work Product, the Provider shall ensure that such third party grants or shall have granted to the Provider a non-exclusive, paid-up, irrevocable, perpetual license to use, copy and modify such third party's intellectual property incorporated into the Work Product by the Provider hereunder and to sublicense such rights to its Affiliates, respective contractors and vendors subject to the terms contained in Section 7 of the Agreement. Provider shall identify such Provider Pre-Existing IP and third party intellectual property incorporated into such Deliverables prior to submitting such Deliverables for acceptance by Hydro One.

The Provider disclaims any contractual or duty of care to third parties based upon the Services or Deliverables. For clarity, the immediately preceding sentence does not in any way whatsoever supersede, minimize nor diminish in any way whatsoever the Provider's indemnification obligations set out in Section 11 nor any other responsibility of Provider to third parties (if any) that are expressly set out in this Agreement. Hydro One may disclose any materials that do not contain Provider's name or other information that could identify Provider as the source (either because Provider provided a Deliverable without identifying information or because Hydro One subsequently removed it) to any third party if Hydro One first accepts and represents them as its own and makes no reference to Provider in connection with such materials.

7.3 Hydro One acknowledges and agrees that nothing herein prevents Provider from using itself or with respect to other of its customers the general knowledge, skills and experience that are not Hydro One proprietary or Confidential Information, acquired in the course of performing Services under this Agreement and incidentally retained in intangible form ("Residual Knowledge").

7.4 **Confidentiality** – The Receiving Party shall not permit disclosure or use of any Confidential Information except as expressly permitted by this Agreement or as otherwise agreed in writing by the Disclosing Party. The Receiving Party shall only disclose Confidential Information to those of its personnel who have a need to know such Confidential Information and who have signed a written acknowledgement to confidentiality obligations with terms to maintain the confidentiality of Confidential Information no less strict than the terms hereof. Provider and its personnel shall only use and be permitted to use Confidential Information to the extent required to perform the Services, provide the Deliverables and produce the Work Product under this Agreement, and for no other purpose. The Receiving Party shall be responsible and liable for any Confidential Information received by any of its partners, employees, subcontractors, advisors, Affiliates and agents. At the expiry or termination of this Agreement, or at any time at the Disclosing Party's request, the Receiving Party will return or destroy all Confidential Information in the possession of Receiving Party (except that, as long as such Confidential Information is held according to the provisions of this Agreement, each Party may retain copies of the other Party's Confidential Information to the extent necessary for its professional obligation, backup, archival and record keeping purposes). This confidentiality provision shall survive termination and expiry of this Agreement. Confidential Information shall not include any information that (1) is at the time of disclosure, or thereafter becomes, through a source other than the Receiving Party, publicly known, (2) is subsequently learned from a third party that does not impose an obligation of confidentiality on the Receiving Party, (3) was known to the Receiving Party at the time of disclosure, or (4) is developed independently by the Receiving Party.

7.5 Except as required by law, neither Party shall make any public statements, announcements, press releases or submissions on behalf of the other Party concerning this Agreement or the Services, Deliverables or Work Product without the express written consent of the other Party. The Provider agrees not to use Hydro One's or any of its Affiliate(s)' name, trade-mark or logo in any way in any of its advertising or other written material provided to third parties, and agrees that it shall not create a link, either directly or indirectly between the Provider's web site and Hydro One's or Affiliates' web sites, without the prior written consent of Hydro One. Either Party may take such actions as it deems necessary to prevent such disclosure if in its sole opinion such disclosure is not mandatory.

7.6 **Privacy**

(a) The Provider and Hydro One acknowledge and agree that the Personal Information Protection and Electronic Documents Act (Canada), as amended, and/or provincial legislation that addresses the protection of Personal Information ("Privacy Laws") apply to and governs the collection, disclosure and use of personal information, meaning information about an identifiable individual that is recorded in any form ("Personal Information") including Personal Information as it may relate to this Agreement. Hydro One acknowledges and agrees it is responsible to obtain prior consent from individuals before furnishing Personal Information to Provider. Hydro One acknowledges and agrees to only make available to Provider with Personal Information as required to provide the Services. With respect to Personal Information collected, processed, disclosed or used by the Provider in respect of the Services, the Provider agrees:

i) to keep Personal Information secure;

ii) to provide the applicable records as relates to Personal Information pertaining to this Agreement to Hydro One within seven (7) calendar days of being directed to do so by Hydro One for any reason including a privacy issue;

iii) not to access any Personal Information unless Hydro One determines, in its sole discretion, that access is necessary in order to perform the Services;

iv) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by Hydro One;

v) to ensure the security and integrity of Personal Information and keep it in a physically secure location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so;

vi) to restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Services;

vii) to implement other specific security measures that in the reasonable opinion of Hydro One would improve the adequacy and effectiveness of the Provider's measures to ensure the security and integrity of Personal Information and Personal Information generally; and,

viii) that any confidential information supplied to Hydro One may be disclosed by Hydro One where it is obligated to do so under Privacy Laws, by an order of a court or tribunal or pursuant to a legal proceeding and, where permissible, the Provider is provided with prompt notice;

b) The Provider agrees that it will receive, collect, use, hold, and disclose such Personal Information in compliance with all applicable Privacy Laws.

c) The provisions of this Section shall prevail over any inconsistent provisions in this Agreement.

d) The provisions of this Section shall survive any termination, cancellation, or expiry of this Agreement.

e) Hydro One may immediately terminate this Agreement upon giving notice to the Provider where the Provider breaches any provision in this Section.

8.0 REPRESENTATIONS AND WARRANTIES

8.1 The Provider hereby represents and warrants to Hydro One (and, in so doing, acknowledges that Hydro One is relying on such representations and warranties in entering into this Agreement) that:

a) it has all necessary capacity and authority to enter into this Agreement and to carry out its respective obligations hereunder and that it is not a party to, bound or affected by or subject to any indenture, mortgage, lease, agreement, instrument, charter or by-law provision, statute, judgment, decree or law which would be violated, contravened, breached by, or under which default would occur as a result of, its execution and delivery of this Agreement and the performance of its respective obligations hereunder;

b) it shall, within the time schedule set forth in the SOW, provide the Services and Deliverables in a good, workmanlike and professional manner;

c) all aspects of the Services and Deliverables shall conform to the Specifications, be satisfactory to Hydro One (acting reasonably) and subject to any exceptions expressly set out in any SOW, the Provider represents, warrants and covenants to Hydro One that: (i) all Work Products will be created only by the personnel identified in the SOW, and (ii) except for Hydro One, no other person will have any Intellectual Property Right in or related to any Work Product, unless otherwise provided for in the SOW;

d) information provided to Hydro One regarding each and every Personnel truthfully and accurately represent the qualifications of such Personnel in all material respects;

e) it has sufficient numbers of Personnel each having the requisite knowledge, skill and professional ability to perform the Services;

f) each Personnel is capable of carrying out that portion of the Services for which such Personnel is responsible, and each Personnel is well-trained in respect thereof;

g) it shall use commercially reasonable efforts to make the specific Personnel who have been set forth in the SOW, available to Hydro One for the entire term of such SOW;

h) it shall comply and cause its Personnel to comply with and observe all the provisions and requirements of all applicable laws, regulations, orders, directives and other subordinate legislation from time to time made pertaining to this Agreement and the provision of the Services and Deliverables;

i) it is the owner or authorized licensor of all Intellectual Property Rights in the Deliverables and Work Products and authorized to grant the licenses described herein and the use of the Deliverables and the Work Products by Hydro One as contemplated in this Agreement will not infringe the Intellectual Property Rights of any third party;

j) it will not introduce any device or feature of any kind that has the effect of disabling or retarding the performance of systems or assets of Hydro One or its Affiliates;

k) the Services and Deliverables, including without limitation, any media on which the Services or Deliverables are delivered, will not contain any "computer viruses" or any other programs that may affect the normal use of the Services or Deliverables.

8.2 EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, PROVIDER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED.

8.3 Without limitation, Provider agrees to correct deficiencies, defects, errors and non-conformities and re-perform or supply corrections, or means to avoid problems caused by the defects in accordance with the warranty provisions hereunder, at no additional charge. In addition, and without limitation, if the Provider does not fully comply with any of its warranties that are contained in this Agreement, Hydro One may (in its sole and absolute discretion) terminate this Agreement and / or the applicable SOW, in whole or in part, and the Provider shall refund the amounts paid by Hydro One and which relate to the non-conforming Services and / or Deliverable(s), as well as amounts paid which relate to any other Services and / or Deliverable(s) that is / are rendered non-compliant or have diminished value due to the non-conforming Services and / or Deliverable(s).

9.0 INSURANCE

9.1 During the term of this Agreement, the Provider will maintain the insurance and comply with the requirements as set forth in Appendix "C" attached hereto, which is incorporated herein by reference.

9.2 Where Provider owned, rented or leased vehicles are used in connection with the work, automotive liability insurance covering all licensed vehicles owned, (and non-owned auto for policies written in U.S.), rented or leased and used in connection with the work to be performed under this agreement. Coverage shall include Bodily Injury and Property Damage Liability, mandatory Accident Benefits and if applicable attached machinery, to a combined inclusive minimum limit of [redacted] To achieve the desired limits, Excess or Umbrella coverage may be used.

10.0 SECURITY

10.1 The Provider and all Provider Personnel shall obey all policies, rules, regulations and procedures established by Hydro One regarding the assets, information, systems, and premises to which the Provider has access and projects for which the Provider and Provider Personnel perform the Services. The Provider agrees to ensure that such Provider Personnel complete such training as required by Hydro One related thereto.

10.2 The Provider shall protect Hydro One's assets, property, systems, networks and computer resources to which the Provider may have access, against damage including, without limitation, (i) using appropriate authentication and other measures to permit and control access only to necessary individuals (ii) utilizing anti-virus and malicious software prevention tools to detect, deter, prevent and mitigate the introduction, exposure and propagation of malware, (iii) be alert to and immediately notify Hydro One of any security events or incidents, (iv) follow industry standard and Hydro One procedures for protection and secure access, storage, transit, use, destruction and disposal of Hydro One information, and (v) follow all rules and requirements established by Hydro One related thereto.

10.3 When any Product is provided or Services are to be performed regarding any of Hydro One's assets, systems, offices, properties, or Project Site, or any Provider Personnel are expected to have access to any confidential or proprietary information of Hydro One, the Provider:

i) upon Hydro One's request, will provide a list of such Provider Personnel that require access to any of Hydro One's assets, properties, systems or premises or proprietary or confidential information;
ii) if asked by Hydro One, will complete and submit to Hydro One, a Personnel Risk Assessment ("PRA") in respect of relevant Provider Personnel as requested by Hydro One; and
iii) shall provide and shall be responsible to have Provider Personnel provide to Hydro One such personal and other information as Hydro One's security and other authorized representatives may reasonably require for the purposes of such security and reference checks as Hydro One, in its discretion, may deem necessary.

10.4 Commencement of Services and access to Hydro One's assets, systems, offices, property, Project Site and / or proprietary or confidential information is subject to the following:

Where any of the Services under the Agreement involves the Provider or Provider Personnel having any of the following:

physical access, or electronic access as a super user (including root, administrator), or access as system support, developer, system control operator or general user access to certain critical assets, cyber assets, system or system control assets or information, or providing Products, patches or updates to such assets, systems or information;

the Provider, after submitting a Personal Risk Assessment to Hydro One, must have first received written approval from Hydro One that each such Provider Personnel requiring such access has, in Hydro One's determination, acceptable security clearance before commencing or continuing the Services; and, shall require such Provider Personnel to present such proof of such approval prior to access to Hydro One's assets, systems, offices, properties, Project Site or any confidential or proprietary information to the extent required by Hydro One.

10.5 Notwithstanding any Hydro One approval of a Personal Risk Assessment or permission provided by Hydro One to access any of Hydro One's assets, systems, offices, property and / or any Project Site or confidential or proprietary information, the Provider will remain completely responsible and liable for all actions and failures to act of all Provider Personnel and will not be relieved of any of its obligations under this Agreement.

10.6 If any Provider Personnel cease to be employed or engaged by the Provider, or is reassigned or no longer requires access to Hydro One's assets, properties, systems, premises or proprietary or confidential information for the performance of the Services, or the security status of any Provider Personnel changes during the term of the Agreement, Provider shall immediately notify Hydro One and shall revoke access and immediately cease using the Provider Personnel to perform the Services under the Agreement.

10.7 Where there is a change in the security status of any Provider Personnel, the Provider will immediately provide an updated Personal Risk Assessment and shall not allow such Provider Personnel access to Hydro One's assets, properties, systems, premises or proprietary or confidential information or utilize such Provider Personnel for the performance of the Services until such time as the Provider receives written approval from Hydro One. In such an event, the Provider shall endeavour to diligently complete the Services in accordance with the schedule set forth in the Agreement and, if necessary, will increase the level of effort necessary to ensure the schedule is maintained. Any price or funding limitations shall not be exceeded without Hydro One's prior written authorization, notwithstanding any extra efforts required to maintain the schedule.

10.8 In addition to any other remedy that Hydro One may have against the Provider as a result of the Provider's failure to comply with all of the terms set out herein, the Provider shall, to the extent that delay in providing the said Services occurs as a result of the non-delivery of signed and witnessed documents that are required by the PRA, be liable to Hydro One for all damages arising out of the said delay.

10.9 Hydro One retains the right to stop all or any part of the Services, remove any Provider Personnel, revoke access at any time and / or terminate for cause the Agreement should Hydro One in its sole discretion determine that any Provider Personnel is a security risk and / or the information provided in the PRA was misleading or incorrect.

11.0 LIABILITY AND INDEMNITY

11.1 Indemnity – The Provider shall, at its expense, defend, indemnify and save harmless Hydro One, its Affiliates and their respective directors, officers, employees and agents from and against third party claims, losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in any manner whatsoever relating to property damage, personal injury and death arising from any manner of breach, default or failure of the Provider under this Agreement and any breach of any covenant or warranty of the Provider contained in this Agreement or from any inaccuracy or misrepresentation in any representation or warranty of the Provider set forth in this Agreement, or from any act, omission or negligence of the Provider or any of its Personnel or personnel in the performance or purported performance of this Agreement or any claim that any of the Work Product, Services or Deliverables or the use, copying, adaptation, and translation thereof infringe upon, violate, or involve a misappropriation of any Intellectual Property Right or moral rights of any third party, provided, however, that (i) Hydro One gives the Provider prompt notification in writing of any such claim and reasonable assistance, at the Provider's expense, in the defense of such claim; and (ii) the Provider has the sole authority to defend or settle such claim, without compromising Hydro One's best interest. **Third Party Intellectual Property Rights Infringement Claims** – If any claim that any Service or Deliverable or Work Product or the use, copying, adaptation, and translation thereof infringe upon, violate, or involve a misappropriation of any Intellectual Property Right or moral rights of any third party ("**Infringement Claim**") is or, in Provider's reasonable belief, is likely to be asserted, Provider will, at its sole option and expense, either (a) procure for Hydro One the right to use and exercise its rights with respect such Service, Deliverable or Work Product as provided in this Agreement; or (b) re-perform or replace the Service, Deliverable or Work Product with other non-infringing Service, Deliverables or Work Product while retaining substantially similar functionality. Provider shall have no obligation for any Infringement Claim arising out of or relating to: (a) a modification created by Hydro One or a third party without the Provider's consent, (b) use of any Service, Deliverable or Work Product other than in accordance with the terms of this Agreement, unless otherwise consented to by Provider; or (c) use of any Service, Deliverable or Work Product in combination with any other third party equipment, hardware, software or other materials which have not been contemplated for such combination where, absent such combination, the infringing Service, Deliverable or Work Product would not be the subject of the Infringement Claim. Also, Provider shall have no liability for hardware, software, information or materials provided by third parties (except PwC Subcontractors) or supplied by Hydro One.

11.2 **Limit of Liability Hydro One** – Hydro One's cumulative liability to the Provider for all claims arising from or related to this Agreement shall not exceed the Fees paid hereunder, regardless of whether such claims arise in tort, equity, warranty, strict liability or for breach of contract except in the case of breach of confidentiality obligations, personal injury, tangible property damage, intellectual property infringement or indemnification obligations. In no event shall Hydro One be liable to the Provider for any punitive damages or damages in respect of special, incidental, consequential or other indirect loss (even if Provider has been advised of the possibility of such loss) including loss of revenue, loss of profits, loss of goodwill, or loss of data.

11.3 **Limit of Liability Provider** – Except with respect to a breach of confidentiality **obligations**, personal injury, tangible property damage, intellectual property **infringement** or indemnification obligations, Provider's cumulative liability to Hydro One for all claims arising from or related to this Agreement shall [redacted] regardless of whether such claims arise in tort, equity, warranty, strict liability or for breach of contract. Except with respect to a breach of confidentiality obligations, personal injury, tangible property damage, intellectual property infringement or indemnification obligations, in no event shall Provider be liable to Hydro One for any punitive damages or damages in respect of special, incidental, consequential other indirect loss (even if Hydro One has been advised of the possibility of such loss) including loss of revenue, loss of profits, loss of goodwill, or loss of data.

The Provider is the Canadian firm of the global network of separate and independent PricewaterhouseCoopers firms (exclusive of the Provider, the "Other PwC Firms"). The Provider may, in its discretion, draw on the resources of the Other PwC Firms, in each case within or outside of Canada in connection with the provision of Work Product and/or for internal, administrative and/or regulatory compliance purposes. Hydro One agrees that the Provider may provide information it receives in connection with this Agreement to the Other PwC Firms for such purposes. The Provider will be solely responsible for the provision of the Work Product (including those performed by the Other PwC Firms) and for the protection of the information provided to the Other PwC Firms. For greater clarity, including without limitation for purposes of the Indemnity in Section 11.1 of this Agreement, any and all acts and omissions of the Other PwC Firms shall be deemed to be acts and omissions of the Provider. Hydro One agrees to bring any claim or any other proceeding arising from the Work Product or deliverables against the Provider and not against the Other PwC Firms. If any Other PwC Firm brings an action against Hydro One and/or its Affiliates arising from the Other PwC Firm's involvement with the Services or Work Product under this Agreement: (i) Provider agrees to consult and take reasonable instructions from, and to diligently protect, defend and enforce Hydro One and its Affiliates rights (including seeking injunctive relief), and act in the best interests of Hydro One and its Affiliates (and not in the interests of any Other PwC Firm) in respect of such action(s); and (ii) without limiting the Indemnity in Section 11.1 of this Agreement, Provider agrees to defend, indemnify and hold harmless Hydro One and/or its Affiliates in respect of such action(s), except to the extent such action(s) arises from Hydro One's or its Affiliates' negligence or breach of this Agreement. The liability limits in this section do not apply in respect of the indemnity for such action.

12.0 RELATIONSHIP OF THE PARTIES

12.1 **Independent Contractors** – Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship or employer-employee relationship between Hydro One and the Provider or between Hydro One and any Personnel. The Provider agrees that the Provider is being engaged by Hydro One and shall provide the Services and Deliverables as an independent contractor. The Provider, the Personnel and the Provider's personnel shall not be considered to be employees of Hydro One for any purpose whatsoever. Accordingly, the Provider agrees that: (i) it shall, in respect of the Personnel and its other personnel, be solely responsible for the arrangement and payment of all severance, benefits, WSIB or those of a similar body, and employee taxes or any similar tax or benefit which is generally associated with the relationship between an employer and its employee and which is required by any local, provincial or federal law, ordinance or regulation; and (ii) Hydro One shall have no liability or responsibility whatsoever for the withholding, collection or payment of income taxes, unemployment insurance, statutory or other taxes or payments of any nature on behalf of or in respect of or for the benefit of the Provider or any Personnel of the Provider, and the Provider hereby agrees to indemnify and hold Hydro One harmless from and against any such liability.

13.0 NOTICE

13.1 **Notice** – Any notice required or permitted to be given or delivered to any Party under this Agreement shall be in writing and may be sufficiently given by delivering the same to such Party at its address set out above or by mailing the same by prepaid registered mail or courier addressed to such Party at such address, attention: General Counsel, Hydro One and if to Provider a copy to PricewaterhouseCoopers LLP, a limited liability partnership formed under the laws of Ontario, having its head office at 18 York Street, Suite 2600, Toronto, Ontario, M5A 0B2. Any such notice delivered as aforesaid shall be deemed to be given at the time of delivery and any such notice mailed as aforesaid shall be deemed to be given on the third business day following the day on which it is so mailed. Any Party may at any time or from time to time by notice given as aforesaid to the other Party change its address whereupon the new

address specified in such notice shall be the address of such Party for all purposes hereof until similarly changed.

14.0 GENERAL

14.1 **Force Majeure** – In the event that performance on the part of either Party is delayed or suspended as a result of circumstances beyond its reasonable control, such as Acts of God or other force majeure events, and without its fault or negligence, then the period of performance and term of this Agreement shall be extended for a period equal to the time during which the Party was subject to the event of force majeure. Neither Party shall incur any liability to the other Party as a result of such delay or suspension, provided, however that if such delay lasts for twenty (20) Business Days or more Hydro One shall be entitled to terminate this Agreement and any applicable SOW by giving written notice to the Provider, such termination to be effective on the date indicated in said notice. In the event of such termination, notwithstanding anything else stated herein, Hydro One shall have no obligation to pay any termination fees whatsoever other than Fees and Expenses incurred up until the effective termination date.

14.2 **Enurement and Assignment** – This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and assigns.

a) The Provider shall not assign nor subcontract this Agreement nor any SOW nor any portion thereof without the prior written consent of the Hydro One. Without limiting any of the Hydro One's rights at law and for greater clarification, the Hydro One may, without the Provider's consent, assign this Agreement or any portion thereof to: any holding body corporate, subsidiary body corporate and / or affiliate, as "holding body corporate", "subsidiary body corporate" and "affiliate" are defined under the Canada Business Corporations Act, R.S.C. 1985, c. C-44, as amended; any entity formed by corporate reorganization, amalgamation, divestiture or merger of the Hydro One; and/or any entity that acquires the assets or business of the Hydro One;

b) Any division, affiliate, group and / or line of business ("LOB") of the Hydro One that is divested from the control of Hydro One by sale of shares, assets, or otherwise ("Divested Business") shall be entitled to continue to order under this Agreement and use the licenses, Services, and / or Deliverables in accordance with the terms including pricing of this Agreement for a transition period of the longer of the Agreement term or twelve (12) months from the effective date of such divestiture ("Transition Period") without being required to enter into a separate agreement or pay the Provider a separate price to continue to receive or utilize the licenses, Services, and / or Deliverables. Notwithstanding the immediately preceding sentence, the Transition Period does not commute the term of any license that has been paid for in accordance with this Agreement that extends beyond the Transition Period;

c) Notwithstanding anything else in this Agreement, during the Transition Period and at no additional charge to the Hydro One or the Divested Business, the Hydro One is entitled to provide services to support the Divested Business which services may include, without limitation, Hydro One purchasing licences, Services, and / or Deliverables under this Agreement on behalf of or for the benefit of the Divested Business, and / or allowing the Divested Business access to, and Hydro One using, the licences, Services, and / or Deliverables to facilitate the business purposes of the Divested Business.

14.3 **Gender and Number** – This Agreement shall be read with all changes of gender and number required by context.

14.4 **Severability** – If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be struck from this Agreement and the remaining provisions of this Agreement shall be interpreted so as best to reasonably effect the intent of the Parties. The Parties further agree to replace any such invalid or unenforceable provisions with valid and enforceable provisions designed to achieve, to the extent possible, the business purposes and intent of such invalid and unenforceable provisions.

14.5 **No Third Party Beneficiaries** – This Agreement is entered solely by and between, and may be enforced only by, the Provider and Hydro One. This Agreement shall not be deemed to create any rights in third parties except as expressly stated herein.

14.6 **Amendment** – No amendment or modification of this Agreement or any SOW shall be valid unless it is in writing and signed by both Parties.

14.7 **Headings** – The headings and captions used in this Agreement are used for convenience of reference only and shall not to be considered in construing or interpreting this Agreement.

14.8 **Entire Agreement** – This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersede all agreements and understandings between Hydro One and the Provider with respect to the subject matter hereof.

14.9 **Survival** – The provisions of this Agreement that are by their nature intended to survive expiration or termination of this Agreement, shall survive such expiration or termination.

14.10 **Further Assurances** – The Provider shall and shall cause all Personnel, from time to time, to deliver all such further documents and instruments and do all acts and things as Hydro One may, at any time, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

14.11 **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and courts of such Province shall have jurisdiction to entertain any action arising in connection therewith.

14.12 **Publicity** – Neither party shall disclose the existence of or the terms or conditions of this Agreement in any press release, advertising or other publicity without the prior written consent of the other party.

14.13 **Waiver** – The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect its right thereafter to enforce such provision. Nor shall waiver by either Party of any breach of any covenant, condition or proviso hereof be taken or held to be a waiver of any further breach of the same covenant, condition or proviso.

14.14 **Time of the Essence** – Time shall be of the essence in this Agreement.

14.15 **Remedies Cumulative** – All rights and remedies provided in this Agreement are cumulative, in addition to and without prejudice to any other right or remedy that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise.

IN WITNESS WHEREOF, the Parties have executed this Agreement through a duly authorized representative as of the date first written above.

Hydro One Networks Inc.

By: _____

Name: Gary Schneider
(PLEASE PRINT NAME)

Title: VP, Shared Services
(PLEASE PRINT TITLE)

Date: Aug 17, 2016

I have the authority to bind the company.

PricewaterhouseCoopers LLP

By: _____

Name: Brian Porter
(PLEASE PRINT NAME

Title: Whilis Principal
(PLEASE PRINT TITLE)

Date: Sept 28/16

I have the authority to bind the company.

14.16 **Right to Withhold** – Hydro One shall have the right to withhold from any sum otherwise payable to the Provider such amount as may be sufficient in Hydro One's reasonable opinion to remedy any loss occasioned by or defect or deficiency in the Provider's performance of this Agreement. This right is in addition to and not a replacement for any other remedies available to Hydro One under the Agreement or at law.

14.17 **Counterparts / Facsimile** – This Agreement may be executed in counterparts and / or by fax, and the faxes and / or counterparts together shall constitute an original.

*** *See Next Page for Signature Page* ***

APPENDIX "A" – SUBJECT MATTER

IT SERVICES

Description of IT Services:

APPENDIX A DESCRIPTIONS.docx

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APPENDIX "A"	
ROLE	**DESCRIPTION AND REQUIREMENTS**
Application Development	
Project Manager ("PM") – Application Development	Knowledge and ability to apply formal project management principles and practices during the planning, implementation, monitoring and completion of projects, ensuring effective management of scope, resources, time, cost, quality, risk, and communications. Includes positions such as Project Director, Project Manager, and Team Lead. **Knowledge requirements:** ▪ Enhanced Management Framework for the management of IT / projects; ▪ Project management concepts, techniques, methods and tools and industry best practices in the management of projects in an IT environment (e.g., Project Management Body of Knowledge ["PMBoK"]); ▪ Project estimating and planning techniques; ▪ Project progress monitoring; and ▪ Management of change, risk, and problem.
Business Analyst	Knowledge and ability to apply the principles of business analysis in the planning, reengineering, requirement gathering for Hydro One Networks Inc. ("HONI") business environments, operations, processes, and practices. **Knowledge requirements:** ▪ HONI / business knowledge in various application areas (e.g., financial / accounting, human resources, purchasing, supply, policing, and corrections.); ▪ Common HONI / business management and decision-making concepts, principles, activities and practices (e.g., HONI corporate planning cycles and processes, accountability and budgetary cycles and processes); ▪ Business architecture (at a project level) and how it augments organizational design, planning systems and financial controls; ▪ Impact analysis and environmental scan methods, techniques and tools used to evaluate an organization's strengths and challenges; ▪ Business case / cost benefit methodology and standards including return on investment ("ROI") and total cost of ownership ("TCO"); ▪ Typical organization structures, job functions, work activities, and workflow; ▪ Business process analysis and business process reengineering methods and design benefits, methodologies, and tools, and roles in support of business change; ▪ Costing and cost recovery; ▪ Industry, business line and the technical aspects of the business line; ▪ Relationship between the business architecture and other architectures; and ▪ Transaction processing theory and principles, and flow and design.
Developer	Knowledge and ability to design, define, construct, enhance, support and maintain application software on one or more platforms. **Knowledge requirements:** ▪ Systems analysis and design; ▪ Requirements analysis; ▪ General / external design (includes design principles); ▪ Use of established techniques to assist in the analysis of business data / information flows and database construction (e.g., data and functional modeling); ▪ Application Development and Commercial Off-The-Shelf ("COTS") Management; ▪ Programming languages (e.g., software language structures, machine, assembly, procedural, non-procedural, object-oriented languages); ▪ Standards and methods used in developing and maintaining a repository of information

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ROLE	**DESCRIPTION AND REQUIREMENTS**
	and processes (e.g., development standards including programming, user interface, design, naming, and specifications) ; ▪ System development processes, tools and methodologies (e.g., Systems Development Life Cycle including principles, best practices and standards used in designing and maintaining a formal procedure and a related repository of information); ▪ Unit testing processes and practices; ▪ Application development tools (e.g., COTS development tools, technical productivity tools, and workstation operating systems); ▪ Policies and practices related to office productivity tools; and ▪ Policies and practices related to website design and use of Inter / Intranet technologies within the Public Service.
Tester	Knowledge and ability to perform testing of software and / or hardware using a systematic approach (i.e., the orderly progression of testing in which software elements, hardware elements or both are combined and tested until the entire system has been integrated). **Knowledge requirements:** ▪ Quality assurance and control; ▪ Testing approaches and strategies; ▪ System and application testing methodologies, practices and principles (e.g., E2E); ▪ Testing / validation in relation to the systems development life-cycle; ▪ Types of testing (e.g., volume, unit, compatibility, bandwidth, integration, system, end-to-end, web-stress); ▪ Testing standards (e.g., Treasury Board and department, International organization for standardization ["ISO']); ▪ Testing and readiness functions and assessments including release processes and packages, change control and system integration; ▪ Testing tools, including automated tools, test scripts and reporting / tracking tools; and ▪ Certification and accreditation of new applications.
Solution Architect	Requisite knowledge and experience in converting requirements into architecture and design that will constitute the blueprint for a system technology solution. Experience in leading the development effort within a program or project in the design, planning, and governance of projects. **Knowledge requirements:** ▪ Leverage design patterns from knowledge, experience or published reference architectures and guidance from enterprise architecture to produce the solution; ▪ Application of architecture frameworks to ensure traceability from requirements through design to implementation; ▪ Experience as a development team leader; and ▪ Ensures that the solution architecture aligns with the roadmaps established by the enterprise architecture.
Infrastructure and Operations	
Project Manager ("PM") – Infrastructure	Refer to "PM – Application Development." Descriptions and requirements are similar, but, instead, applied in an Infrastructure context.
Service Management Specialist	Knowledge and ability to implement the methods, practices, and policies governing the design, development and use of the IT support processes designed to keep the IT environment functioning efficiently, effectively and securely.

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	Knowledge requirements: ▪ Relationship between different IT support processes and between support processes and clients; ▪ Implementation and management of services using the principles and methods associated with industry best practices (e.g., IT Infrastructure Library ["ITIL"]); ▪ Service level agreements and performance evaluations; ▪ Processes and practices to ensure the Agreement and Statements of Work ("SOW") or contracts are met while taking steps to minimize any adverse impact on service quality
System Administrator	Knowledge and experience to provide operational maintenance and support for computing platforms. **Capability requirements:** ▪ Administration, installation, configuration and operational experience for a variety of key business computing systems; ▪ Ability to provide expert-level system support including troubleshooting and service restoration; ▪ Ability to perform testing and conduct Proof of Concept ("POC") evaluations for new equipment / application implementations; ▪ Experience in performing back-ups and server restorations; ▪ Ability to analyze server performance reports; ▪ Familiar with ITIL concepts required to support change and incident management processes; ▪ Ability to produce technical documentation and deliver operations training on operational topics; ▪ Proven experience in analyzing system performance and failures and providing system recommendations; ▪ Working knowledge of various scripting languages to support integrations; and ▪ Solid communications skills.
Database Manager	Knowledge and ability to apply the methods, practices and policies that are used in the design and the management of databases. **Knowledge requirements:** ▪ Concepts, policies, principles, theories, practices, and techniques associated with information management and IT, as it relates to database design and management; ▪ Relationship between database design / management and application performance; ▪ Database design and architecture – logical structure and physical structure (e.g., functional, metadata and process models); ▪ Database types (e.g., data warehouse, decision support, operational, query, ERP and relationship to technologies) ; ▪ Data security and recovery; ▪ Database integrity, capacity planning, performance and tuning; ▪ Database Management System ("DBMS") and data warehouse principles, best practices and standards; ▪ Interoperability; ▪ Database software installation processes and techniques; ▪ Database tools to design and manage databases (e.g., data management tools, data modeling tools, database integration tools) ; ▪ Languages for data modeling, manipulation, control and database query; and ▪ Database trends and directions.

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ROLE	**DESCRIPTION AND REQUIREMENTS**
Network Engineer	Knowledge and ability to implement the methods, practices and policies governing the design, analysis, development, management and use of the hardware and software used to transfer information such as data, voice, images and video. Also includes Telecom Analyst positions. **Knowledge requirements:** ▪ Theories and concepts, methods, policies and practices to design, develop, plan network infrastructure systems (e.g., calculation of peak and mean bandwidth requirements, response time, propagation delays, priorities, traffic types, traffic flows (point-to-point ["P2P"], multicast, broadcast, error detection and protection, security, interoperability, growth, quality of service, and availability); ▪ Installation, configuration, operation and maintenance of telecommunications infrastructure hardware and software; ▪ Standards describing the structure of data exchange between systems (e.g., OSI seven-layer reference model); ▪ Standards describing the format content and exchange mechanisms between systems, such as communication protocols (including protocols that relate to the convergence of technologies, such as Voice over Internet Protocol ["IP']), connection-oriented versus connectionless protocols; ▪ Classes of networking systems (e.g., Local Area Network ["LAN'], Metropolitan Area Network ["MAN"], Department Wide Area Network ["DWAN"], Wide Area Network ["WAN"], Virtual Private Network ["VPN"], Voice Network System, Remote Access Networks, associated hardware and software, operating systems and protocols); ▪ Network topologies (physical and logical) and their characteristics; ▪ Classes of telecommunication media, such as wire based (e.g., copper, fibre) and wireless (characteristics of various frequency bands from HF to microwave); ▪ The purpose and use of different networks (e.g., Internet, Intranets, and Extranets); ▪ Value-added networks (i.e., services added within a communications network beyond data transfer such as message routing, resource management and conversion facilities); ▪ Performance analysis, diagnosis, capacity planning and data communications monitoring / management practices, protocols and tools; ▪ Data, voice and video requirements and services; ▪ Traffic and transmission management; ▪ Common carrier services – data transmission and telephony service offerings provided by private sector companies; ▪ Security, including specific methods, policies and best practices to secure information within the telecommunications network infrastructure; and ▪ Industry regulations and tariffs (e.g., CRTC).
Infrastructure Architect	Knowledge and ability to support the enterprise computing infrastructure (e.g., enterprise servers, client server, storage devices and systems, hardware and software) in the provision, management, storage, operation, scheduling, support and maintenance of the infrastructure. **Knowledge requirements:** ▪ Principles, practices, standards, methods and techniques related to interoperability of hardware / software configuration controls; ▪ Platform environment (e.g., client-server environment and enterprise server / mainframe environment); ▪ Storage and retrieval (e.g., area network, mainframe storage, media storage, and virtual storage); ▪ Systems hardware and its characteristics (e.g., mainframe computers, mini and micro-computers, CPU, memory, disk, registers, bus, and channel);

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	▪ Hardware / software and connection, implementation and maintenance; ▪ Operating systems, communications and software utilities used on enterprise server / mainframe and distributed computer systems; ▪ Cooperative processing (two [2] or more computers simultaneously processing portions of the same program or operating on the same data such as multiple-CPU systems, distributed systems); ▪ Monitoring of systems software (i.e., the operating system and all utility programs that manage computer resources at a low level) including compilers, loaders, linkers, and debuggers; ▪ Operations performance monitoring and capacity planning of the delivery platform; and ▪ Treasury Board and corporate IT standards and policies regarding the development and support of infrastructure systems and networks.
SCADA Specialist	Knowledge and ability to apply expertise in the design, implementation, and maintenance of Supervisory Control and Data Acquisition ("SCADA") systems, devices, and networks. **Knowledge requirements:** ▪ Understanding of SCADA platforms and their protocols; ▪ Installation and configuration of SCADA systems; ▪ SCADA protocol implementations; ▪ Network-level protocol troubleshooting and analysis; and ▪ SCADA database configuration and extraction / transformation.
Operating Technology Architect	Knowledge and ability to apply frameworks and methodology to develop roadmaps and solutions in an operating technology context. **Knowledge requirements:** ▪ Application and use of operating technology in a utility context; ▪ Application of architecture frameworks to ensure traceability from requirements through design to implementation; and ▪ Understand fundamental characteristics of real-time plant control environments.
Management	
Project Manager ("PM") – Integration	Refer to "PM – Application Development." Descriptions and requirements are similar, but applied to large integration, more complex, projects.
Change Management ("CM") Specialist	Covers positions from Change Analyst to Change Lead, depending on Seniority level. **Knowledge requirements:** ▪ Processes and practices to ensure changes to the IT environment are introduced successfully and on a scheduled basis; and ▪ Planning, scheduling, distribution, application and tracking of changes to the IT environment.
Enterprise Architect	Knowledge and ability to apply architecture theories, principles, concepts, practices, methodologies, and frameworks. **Knowledge requirements:** ▪ Implementation / enforcement of policies and support; ▪ Architecture functions and the interrelationships with the organization's vision; and ▪ Architecture direction, policies and practices, with a focus on HONI's priorities.
Security	Knowledge and ability to ensure there are adequate technical and organizational safeguards to

MSA FOR PROJECT DELIVERY – DESCRIPTION OF IT SERVICES	
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ROLE	**DESCRIPTION AND REQUIREMENTS**
Specialist	protect the continuity of IT infrastructure services by the implementation of IT security principles, methods, practices, policies and tools that are used in securing IT resources, including information and operations security, physical security, business continuity / disaster recovery ("DR") planning, methods to deal with security breaches and security assessment in a technical environment. Includes positions, such as Security Analyst. **Knowledge requirements:** ▪ IT security principles methods, policies, practices and tools: • Information Protection / IT security principles, threat and risk assessment methodology, practices, procedures and tools (e.g., government privacy and security-related legislation and policies, biometric and cryptographic principles, firewalls, intrusion logs, encryption and digital [numeric] signature); • Theories, processes, and methodologies involved in developing, implementing, monitoring and reporting IT security planning frameworks, policies, measures, counter-measures and monitoring programs, procedures, and guidelines; • Management tools, such as data classification and risk assessment / analysis to identify threats, classify assets and to rate system vulnerabilities; • IT software and hardware security requirements; • Preparation and conduction of Privacy Impact Assessments ("PIA"), Statement of Sensitivity ("SOS"), Threat Risk Assessments ("TRA"), Vulnerability Assessments ("VA"); • Accreditation procedures, policies, and practices; • Security certification procedures; • Security hardware and software; • HONI's Business IT ("BIT"), IT standards and policies regarding the development and support of infrastructure systems and networks, including security policies and operational standards; ▪ IT Operations Security: • Protection techniques for the entire facility, from the outside perimeter to the inside office space, including all of the information system resources and methods to deal with security breaches; • Requirements of hardware, media and of the operators and administrators, with access privileges to these resources; • Application product level security, access management, and remote access; • Auditing and monitoring the mechanisms, tools and facilities to permit the identification of security events and to assess operations security capacity; • Viruses; • Computer crimes laws and regulations and the measures and technologies used to investigate computer crime incidents; and • Cryptographic, graphic and hardware applications. ▪ Business Continuity / DR Planning: • DR strategies, plans, tests, and management; • Preservation and business recovery planning, practices, policies and procedures; • Rollback and contingency strategies, planning practices and tools; • Business continuity analysis procedures and exercise frameworks; • Activities within the response, recovery, restoration and resumption phases applicable to business continuity plans; • Roles and responsibilities of IT operational functions during business continuity exercises; and • HONI's business continuity planning policies and programs, including HONI BIT Standards.

3.1 Standardized Seniority Levels

In order for Hydro One to be able to appropriately and fairly compare bids, it asks Proponents to bid on standardized seniority levels. The seniority levels are defined based on years of relevant experience; general expectations are provided for indicative purposes.

LEVEL	RELEVANT EXPERIENCE (IN YEARS)	GENERAL EXPECTATIONS
Expert	**15+**	▪ Demonstrates expert knowledge and ability, and can apply the competency in the most complex situations; ▪ Develops new approaches, methods or policies in the area; ▪ Is recognized as an expert, internally, and / or externally; and ▪ Leads the guidance of other professionals.
Senior	**10-14**	▪ Demonstrates advanced knowledge and ability, and can apply the competency in new or complex situations; and ▪ Guides other professionals.
Intermediate	**5-9**	▪ Demonstrates solid knowledge and ability, and can apply the competency with minimal or no guidance in the full range of typical situations; and ▪ Would require guidance to handle novel or more complex situations.
Junior 2	**2-4**	▪ Demonstrates basic knowledge and ability and, with guidance, can apply the competency in common situations that present limited difficulties.
Junior 1	**0-1**	▪ Demonstrates introductory understanding and ability and, with guidance, applies the competency in a few simple situations.

APPENDIX "B" – HYDRO ONE CODE OF CONDUCT

http://www.hydroone.com/CodeofConduct

APPENDIX "C" – INSURANCE REQUIREMENTS

1.0 When used in these insurance provisions, the term "Consultant" shall mean Hydro One's (the Purchaser) opposite party, whether described as the Provider, Company, Contractor or otherwise in this agreement. The Consultant agrees to provide and / or cause its sub consultants to provide and maintain in full force and effect with financially responsible insurance carriers, the following insurance which shall take effect as of the date of this agreement and shall remain in effect during the term hereof or any extension thereof or as otherwise specified herein:

1.1 **Commercial General Liability Insurance** with limits of [redacted] inclusive for both bodily injury, including death, personal injury and damage to property, including loss of use thereof, for each occurrence. To achieve the desired limits, Excess or Umbrella coverage may be used. Coverage shall specifically include but not be limited to the following:

- Blanket Contractual Liability;
- Damage to property of the Purchaser including loss of use thereof;
- Liability arising out of unlicensed equipment;
- Products & Completed Operations to be continuously maintained through the operational liability insurance;
- Employer's Liability;
- Non-Owned Automobile Liability; **Not applicable where company's auto liability insurance covers non-owned autos as in U.S. policies**;
- Broad Form Property Damage;

1.2 **Errors and Omissions Insurance**, if the Consultant provides any design, engineering, contract management or other professional services and its professional errors or omissions could result in loss, damages to, or claims against, the Purchaser, then the Consultant shall carry [redacted] per occurrence and in the annual aggregate of Errors and Omissions Insurance with insurers satisfactory to the Purchaser and shall ensure that such policy or policies do not exclude any liability that could result from its professional errors or omissions in connection with the work. Without limiting the generality of the foregoing, the policy will not contain a design / build exclusion if the Consultant is carrying out designing and building activities in connection with this contract. Coverage shall remain in effect for no less than three (3) years following final completion of work (if applicable to the services being provided under the contract).

1.3 **Workers' Compensation:** The Consultant and / or its sub consultants shall qualify under and shall satisfy all the workers' compensation laws of all jurisdictions in which the "Work" and any portion of the Work is to be performed and any other applicable provisions of said laws. **(Note: For U.S. employees, appropriate State Workers Compensation must be carded including Employees Liability for a minimum limit of [redacted] with a [redacted]**. The Consultant, upon commencement of any work at the site, shall submit a list of all employees who will be employed at the site.

1.4 **Crime Insurance**, including Employee Dishonesty and Computer Fraud coverage for theft of money or securities that the Consultant holds for or on behalf of the Purchaser or for which the Consultant is legally liable, arising out of the dishonest acts committed by the employees of the Consultant or its sub consultants, acting alone or in collusion with others, or through the use of the Consultant's computer system to fraudulently cause a transfer, with coverage in a minimum amount [redacted]

2.0 Certificates of Insurance:

2.1 In accordance with the provisions herein, the Consultant will supply and cause its sub consultants to supply to the Purchaser a certificate of insurance completed by a duly authorized representative of their respective insurers certifying that at least the minimum coverage required here are in effect and that the coverage will not be cancelled, nonrenewed, restricted or reduced without the Consultant's insurer endeavouring to provide thirty (30) days' advance written notice by registered mail, receipt required, to:

Hydro One Networks Inc.
Attention: Rina Da Costa
483 Bay Street, 6th Floor, South Tower
Toronto, Ontario M5G 2P5

with a copy to:

Hydro One Networks Inc.
Risk & Insurance Department
483 Bay Street, 8th Floor, South Tower
Toronto, Ontario M5G 2P5

2.1(a) Failure of the Purchaser to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Purchaser to identify a deficiency from evidence provided will not be construed as a waiver of the Consultant's obligation to maintain such insurance. No one acting on behalf of the Purchaser has any authority to waive the any insurance requirement herein, unless done so by making specific reference to the provision being affected, and done so in a written instrument signed by hand (and not electronically) by the Purchaser's authorized signing authority.

2.1(b) The Purchaser's acceptance of delivery of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by the Purchaser that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.

2.1(c) The Consultant's failure to maintain the required insurance or to provide such certificate or other evidence of full compliance with these insurance requirements, as set forth here may result in termination of this contract at the Purchaser's option.

2.1(d) If any of the coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage will be submitted with the Consultant's final invoice.

2.1(e) Certificates of insurance are required to be provided prior to the work beginning.

2.2 All deductibles shall be to the account of the Consultant and / or its sub consultants.

2.3 With the exception of Automobile Liability Insurance, all insurance noted above shall specify that it is primary coverage and not contributory with or in excess of any other insurance that may be maintained by the Purchaser.

2.4 All limits and deductibles are expressed in Canadian dollars.

2.5 The Purchaser shall be included as an Additional Insured under coverages noted in Commercial General Liability and Excess / Umbrella Liability but only with respect to their rights and interest in the operations of the Consultants and shall be added a Loss Payee as the Purchaser's interest may appear, under-coverage All Risks' Installation Floater.

2.6 Coverages noted in Commercial General Liability and Excess / Umbrella Liability shall contain a Cross Liability clause and a Severability of Interests clause.

2.7 Coverage provided for the Purchaser shall not be invalidated or vitiated by actions or inactions of others.

3.0 The aforementioned insurance requirements shall be in force prior to the commencement of services under the contract and shall remain in force during the entire term of the contract. Notwithstanding anything else in the contract:

3.0(a) The Consultant shall not commence providing the said services prior to the Purchaser's receipt of a valid Standard Insurance Certificate evidencing compliance with all terms of this clause;

3.0(b) If the required insurance coverage expires during the Contract term the Consultant shall ensure that replacement insurance coverage as required above shall be in place immediately so that coverage shall be continuously maintained; and the Consultant shall provide a renewal certificate within fourteen (14) days of expiration evidencing continued compliance with all terms of this clause.

APPENDIX "D" – BILLING RATES

Type of mandate	Type of role	Seniority level	[redacted]
Project Delivery	PM - Application Development	Expert	
Project Delivery	PM - Application Development	Senior	
Project Delivery	PM - Application Development	Intermediate	
Project Delivery	Business Analyst	Expert	
Project Delivery	Business Analyst	Senior	
Project Delivery	Business Analyst	Intermediate	
Project Delivery	Business Analyst	Junior 2	
Project Delivery	Business Analyst	Junior 1	
Project Delivery	Developer	Expert	
Project Delivery	Developer	Senior	
Project Delivery	Developer	Intermediate	
Project Delivery	Developer	Junior 2	
Project Delivery	Developer	Junior 1	
Project Delivery	Tester	Expert	
Project Delivery	Tester	Senior	
Project Delivery	Tester	Intermediate	
Project Delivery	Tester	Junior 2	
Project Delivery	Tester	Junior 1	
Project Delivery	Solution Architect	Expert	
Project Delivery	Solution Architect	Senior	
Project Delivery	Solution Architect	Intermediate	
Project Delivery	PM - Infrastructure	Expert	
Project Delivery	PM - Infrastructure	Senior	
Project Delivery	PM - Infrastructure	Intermediate	
Project Delivery	Service Management Specialist	Senior	
Project Delivery	Service Management Specialist	Intermediate	
Project Delivery	Database Manager	Expert	
Project Delivery	Database Manager	Senior	
Project Delivery	Database Manager	Intermediate	
Project Delivery	Infrastructure Architect	Expert	
Project Delivery	Infrastructure Architect	Senior	
Project Delivery	Infrastructure Architect	Intermediate	
Project Delivery	Operating Technology Architect	Expert	
Project Delivery	Operating Technology Architect	Senior	
Project Delivery	Operating Technology Architect	Intermediate	
Project Delivery	PM - Integration	Expert	
Project Delivery	PM - Integration	Senior	
Project Delivery	PM - Integration	Intermediate	
Project Delivery	Change Management Specialist	Expert	
Project Delivery	Change Management Specialist	Senior	
Project Delivery	Change Management Specialist	Intermediate	
Project Delivery	Change Management Specialist	Junior 2	
Project Delivery	Change Management Specialist	Junior 1	
Project Delivery	Enterprise Architect	Expert	
Project Delivery	Enterprise Architect	Senior	
Project Delivery	Enterprise Architect	Intermediate	
Project Delivery	Security Specialist	Expert	
Project Delivery	Security Specialist	Senior	
Project Delivery	Security Specialist	Intermediate	
Project Delivery	Security Specialist	Junior 2	
Project Delivery	Security Specialist	Junior 1	

APPENDIX "E" – VOLUME DISCOUNT AGREEMENT

THIS VOLUME DISCOUNT AGREEMENT is entered into and effective as of the 19th day of August, 2016, **by and between:**

Hydro One Networks Inc., a company incorporated under the laws of the Province of Ontario, having its head office at 483 Bay Street, South Tower, 8th Floor, Toronto, Ontario, Canada, M5G 2P5

("Hydro One")

- and -

PricewaterhouseCoopers LLP, a limited liability partnership formed under the laws of Ontario, having its head office at 18 York Street, Suite 2600, Toronto, Ontario, M5J 0B2

(the "Provider")

WHEREAS Hydro One, on its own behalf and on behalf of its affiliates, wishes to purchase Services and Deliverables from the Provider and Provider affiliates, and the Provider, on its own behalf and on behalf of its affiliates, wish to provide such Services and Deliverables to Hydro One and its affiliates, pursuant to the terms and conditions of other agreements, separately entered into between the parties ("Other Agreements");

AND WHEREAS the Provider and its affiliates are willing to provide volume discounts ("Volume Discounts") to Hydro One and its affiliates based on the volume of business under such Other Agreements;

AND WHEREAS the parties are entering into this Volume Discount Agreement to set forth the terms and conditions by which Provider and its affiliates will provide Volume Discounts to Hydro One and its affiliates;

NOW THEREFORE in consideration of the mutual covenants contained in this Volume Discount Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Parties), the Parties hereby agree as follows:

1.1 This Volume Discount Agreement only applies to each Other Agreement that specifically states that this Volume Discount Agreement applies to such Other Agreement ("Applicable Other Agreement). A "Discount Year" is the yearly period commencing November 1 of one year and ending October 31st of the following year. A list of the Applicable Other Agreements as of the effective date of this Agreement is set out in Exhibit A, and such Exhibit A may be updated by the parties from time to time. A list of Provider affiliates that are within the scope of this Agreement, as of the effective date of this Agreement is set out Exhibit B, and such Exhibit B may be updated by the parties from time to time.

1.2 Volume Discounts will be provided yearly on the cumulative undisputed invoice amount ("Invoiced Amount") under all Applicable Other Agreements during a Discount Year for all services and deliverables provided by the Provider and its affiliates under such Applicable Other Agreements. Applicable Other Agreements Invoiced Amount will be calculated annually. For the first year of an Applicable Other Agreement, where the first invoice is dated July 1st or thereafter, all amounts invoiced from July 1st to October 31st of that first year will be rolled forward and added into the next Discount Year. Provider will provide a report ("Volume Discount Report") detailing the annual Applicable Other Agreement Invoiced Amount to Hydro One no later than thirty (30) days following the anniversary date of the end of a Discount Year. The Volume Discount Report shall be provided using Microsoft Excel and will detail at minimum, the following information; Applicable Other Agreement name, Statement of Work Title, Purchase Order Number and delivery date, Invoice Number, Applicable Other Agreement amount invoiced.

1.3 Volume Discount Reports shall be submitted annually to:

Attn: Susan Wylie
Hydro One Networks Inc.
483 Bay Street
Toronto, Ontario M5G 2C2
Susan.Wylie@HydroOne.com

With a copy sent to:

Attn: Ed Petrovacki
Hydro One Networks Inc.
483 Bay Street
Toronto, Ontario M5G 2C2
Edvin.Petrovacki@HydroOne.com

1.4 Hydro One reserves the right to review and validate the Volume Discount Report for accuracy. Hydro One will provide acceptance of the final agreed upon Volume Discount Report in writing, no later than thirty (30) days after receiving the Volume Discount Report from the Provider.

1.5 Volume Discounts will be calculated based on the Volume Discount Rate multiplied by the cumulative Applicable Other Agreement Invoiced Amount over the Discount Year. For each new Discount Year, the Invoiced Amount resets to zero (0). Volume Discounts will be returned to Hydro One via a credit memo. Credit memos will be provided to Hydro One within thirty (30) days of Hydro One's written acceptance and agreement to the Volume Discount Report provided by the Provider. Should the credit memo not be received by Hydro One within the agreed upon time frame, Hydro One reserves the right to apply a 1.5% late fee calculated monthly.

[redacted]

1.6 The Parties agree to meet in a timely manner, review, and re-negotiate in good faith, any applicable changes or amendments to this Volume Discount Agreement in the event that the last tier in the Volume Discount Table in section 1.5 is reached, or a transaction is proposed where it appears that the last tier in the volume discount table in section 1.5 will be reached or exceeded as a result of such transaction.

1.7 Hydro One and Provider agree to meet and review this Volume Discount Agreement annually.

1.8 Notwithstanding the above, any change to this Volume Discount Agreement shall require mutual agreement of the Parties in writing.

1.9 This Volume Discount Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein. If any provision of this Volume Discount Agreement is held to be invalid, illegal or unenforceable, all other provisions will nevertheless continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Volume Discount Agreement through a duly authorized representative as of the date first written above.

Hydro One Networks Inc.

By: _____

Name: GARY SCHNEIDER
(PLEASE PRINT NAME)

Title: VP, SHARED SERVICES
(PLEASE PRINT TITLE)

Date: Oct 5, 2016

I have the authority to bind the company.

PricewaterhouseCoopers LLP

By: _____

Name: Brian Park
(PLEASE PRINT NAME

Title: Uhlth Principal
(PLEASE PRINT TITLE)

Date: Sept 28/16.

I have the authority to bind the company.

EXHIBIT "A"

Applicable Other Agreements

EXHIBIT "B"

Provider Affiliates