

DEFINITIONS

This Schedule 1.1 is an appendix to the AMSA.

“*ABSBC*” shall have the meaning specified in the preamble of this AMSA.

“*ABSBC Assumed Agreements*” shall mean ABSBC-Assumed BCH Agreements and Partnership Assumed Newco Agreements.

“*ABSBC-Assumed BCH Agreements*” shall have the meaning specified in Section 6.1(c).

“*ABSBC Contract Executive*” shall have the meaning specified in Section 8.1(a).

“*ABSBC Contract Manager*” shall have the meaning specified in Section 8.1(a).

“*ABSBC Functional Owner*” shall have the meaning specified in Section 8.1(a).

“*ABSBC Indemnitees*” shall have the meaning specified in Section 15.2.

“*ABSBC-Managed Agreements*” shall mean the ABSBC BCH Managed Agreements and the Partnership Managed Newco Agreements.

“*ABSBC-Managed BCH Agreements*” shall have the meaning specified in Section 6.1(a).

“*ABSBC-Managed BCH Resources*” shall have the meaning specified in Section 6.2(a).

“*ABSBC Service Locations*” means those locations from which Services will be provided that are owned, leased, licensed or under the control of ABSBC (or its subcontractors).

“*ABSBC Software*” shall have the meaning specified in Section 6.6(a).

“*ABSBC Warranty Item*” shall have the meaning specified in Section 11.5(a).

“*Accenture*” means Accenture, Inc., a corporation organized under the laws of Ontario.

“*Additional Executive Satisfaction Survey*” shall have the meaning specified in Schedule 5.1.

“*Adjustment Payment*” shall have the meaning specified in Section 3.9(b).

“*Affiliate*”, when used to indicate a relationship with a specified Person, means another Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person. Notwithstanding the foregoing, for the purposes of this AMSA, “Affiliate” with respect to BCH, Newco or any other subsidiary of BCH, shall be deemed not to include the Province of British Columbia or any corporation or other legal entity owned, directly

or indirectly, by the Province of British Columbia, other than through BCH. For the purpose of this definition, “control” (including “controlled by” and “under common control with”), as used in respect of any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“**Aggregate Benchmarked Variance**” shall have the meaning specified in Section 5.3(d).

“**Agreement Term**” shall have the meaning specified in Section 2.2.

“**Aligned Services**” means services (a) of a kind that are generally aligned with or relate to the In-Scope Services, and (b) are generally aligned with the skills of employees of ABSBC, Accenture and/or their respective Affiliates that can be reasonably and lawfully assigned to perform such services for BCH in British Columbia or elsewhere if requested or authorized by BCH.

“**AMSA**” means this Amended and Restated Master Services Agreement, as amended, supplemented or otherwise modified from time to time.

“**AMSA Commencement Date**” shall have the meaning specified in Section 3.1(b).

“**AMSA Effective Date**” shall have the meaning specified in the preamble to this AMSA.

“**AMSA Transition**” shall have the meaning specified in Section 3.8(a).

“**AMSA Transition Plan**” shall have the meaning specified in Section 3.8(a).

“**Annual Review**” shall have the meaning specified in Section 8.7.

“**Applicable Base Index**” shall have the meaning specified in Section 10.5.

“**ARC**” shall have the meaning specified in Schedule 10.1.

“**Assets**” means property, assets and rights, tangible and intangible, of any kind, nature and description, whether real, personal or mixed, including without limitation, software, hardware, inventory, equipment, contracts, licenses and other agreements.

“**Asset Withdrawal Notice**” shall have the meaning specified in Section 6.8(c).

“**At Risk Amount**” shall have the meaning specified in Schedule 5.1.

“**Authority**” shall have the meaning specified in Section 12.1(d).

“**Available Assets**” means BCH Available Assets and Newco Available Assets, collectively.

“**Backlog**” shall have the meaning specified in Section 19.2(f).

“**Base Minimum Threshold Event**” shall have the meaning specified in Schedule 10.1.

“**Base Services**” shall have the meaning specified in Section 4.2.1(c)(i).

“**Base Service Charges**” shall have the meaning specified in Schedule 10.1.

“**Base Service Domain**” shall have the meaning in Section 4.2.1(c)(i).

“**Baseline Volume Bands**” shall have the meaning specified in Schedule 10.1.

“**BCH**” shall have meaning specified in the preamble of this AMSA.

“**BCH Available Assets**” means, at the relevant time, all assets set forth on Schedule 6.1(a), Schedule 6.2(a), Schedule 6.3(a) or Schedule 6.4(a) hereto and that are required by ABSBC at such time to provide the Services.

“**BCH Contract Executive**” shall have the meaning specified in Section 8.2(c)

“**BCH Contract Manager**” shall have the meaning specified in Section 8.2(a).

“**BCH Contractors**” shall have the meaning specified in Section 8.9(a).

“**BCH Data**” means information regarding or relating to BCH under or arising out of data and records of BCH pursuant to this AMSA.

“**BCH End-User Hardware**” shall have the meaning specified in Schedule 6.7.

“**BCH Functional Owner**” shall have the meaning specified in Section 8.2(b).

“**BCH Indemnitees**” shall have the meaning specified in Section 15.1.

“**BCH Internal Controls**” shall have the meaning specified in Section 4.11(d)(i).

“**BCH-Licensed Software**” shall have the meaning specified in Section 6.3(a).

“**BCH-Owned Software**” shall have the meaning specified in Section 6.4(a).

“**BCH-Protected Software**” means the software set forth on Schedule 6.5.

“**BCH Reorganization**” shall have the meaning specified in Section 4.13.

“**BCH Service Location Items**” shall have the meaning specified in Section 7.2.

“**BCH Service Locations**” means those locations owned, leased or under the control of
BCH.

“**BCH Service Responsibilities**” shall have the meaning specified in Section 4.10(a).

“**BCTC**” means the British Columbia Transmission Corporation.

“**BCTC Agreement**” shall have the meaning specified in Section 4.13(b)(iii).

“**BCUC**” means British Columbia Utilities Commission or any successor thereto.

[Redacted]

[Redacted]

[Redacted]

“**Benchmarking Condition**” shall have the meaning specified in Section 5.3(d).

“**Benchmarking Process**” shall have the meaning specified in Section 5.3(a).

“**Benchmarking Report**” shall have the meaning specified in Section 5.3(d).

“**Cancelled Minor Change Order**” shall have the meaning specified in Section 8.12(g).

“**Change Analysis**” shall have the meaning specified in Section 8.12(c).

“**Change Order**” shall have the meaning specified in Section 8.12(d).

“**Change Order Request**” shall have the meaning specified in Section 8.12(a).

“**CIS Agreement**” shall have the meaning specified in the preamble to this AMSA.

[Redacted]

“**Claim**” shall have the meaning specified in Section 15.4(a).

[Redacted]

“**Confidential Information**” shall have the meaning specified in Section 12.1(a).

“**Consents**” means consents, waivers, permits, clearances, approvals, rights and other authorizations.

“**Contingency Plan**” shall have the meaning specification in Section 19.2(a).

“**Contract Year**” means the one-year period initially measured from the Service Commencement Date to the first anniversary of the Service Commencement Date and to and from successive anniversaries thereafter.

“**COR Estimate**” shall have the meaning specified in Section 4.2.1(f).

“**COR Estimate Costs**” shall have the meaning specified in Section 4.2.1(f).

“**Cost Distribution File**” shall have the meaning specified in Section 10.8(a);

“**Covered Opportunity**” shall have the meaning specified in Section 4.8.

“*Critical Service Level*” shall have the meaning specified in Schedule 5.1.

“*Current Index*” shall have the meaning specified in Section 10.5.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

4.2.1(c)(ii). “*Customer Care Service Domain*” shall have the meaning specified in Section

“*Customer Care Services*” shall have the meaning specified in Section 4.2.1(c)(ii).

“*De Minimis Annual Total*” shall have the meaning specified in Section 8.12(h)(i).

“*Demobilization Costs*” shall have the meaning specified in Schedule 17.4(a).

“*Depreciation*” shall have the meaning specified in Section 10.8(b).

[Redacted]

“*Disclosing Party*” shall have the meaning specified in Section 12.1(d).

“*Discontinuance Notice*” shall have the meaning specified in Section 4.6(b).

“*Discontinuance Response*” shall have the meaning specified in Section 4.6(c).

“*Discretionary Services*” shall have the meaning specified in Section 4.2.1(c)(iv).

“*Discretionary Service Domain*” shall have the meaning specified in Section 4.2.2(a).

“*Discretionary Service Request*” shall have the meaning specified in Section 4.2.2(b)(i).

“*Discretionary Service SOW*” shall have the meaning specified in Section 4.2.2(b)(ii).

“*Discussion Period*” shall have the meaning specified in Section 17.1(h).

“*Dispute*” shall have the meaning specified in Section 18.1(a).

“*Disputed Amount*” shall have the meaning specified in Section 18.7(b).

“*Disputed Services*” shall have the meaning specified in Section 18.7(a).

“*Earn-Back Credit*” shall have the meaning specified in Schedule 5.1.

“*Effective Date*” shall have the meaning specified in the preamble of this AMSA.

“*Embedded ABSBC Software*” shall have the meaning specified in Section 13.3.

“*Employees Offered Employment*” shall have the meaning specified in Section 11.2(e).

“*End-User Hardware*” shall have the meaning specified in Schedule 6.7.

"*Error*" shall have the meaning specified in Section 11.3(b).

[Redacted]

“*Executive Satisfaction Survey*” shall have the meaning specified in Section 5.2(b).

“*Executive Steering Committee*” shall have the meaning specified in Section 8.4.

“*Existing Agreement*” shall have the meaning specified in the preamble of this AMSA.

“*FOIPPA*” shall have the meaning specified in Section 4.14(c)(vi).

“*Force Majeure Event*” shall have the meaning specified in Section 19.1(b).

[Redacted]

“*Freedom of Information Legislation*” shall have the meaning specified in Section 4.14(c)(vi).

“*FTE*” shall have the meaning specified in Schedule 10.1.

“*Full Profit Component*” shall have the meaning specified in Schedule 17.4(a).

“*Governance Service Levels*” shall have the meaning specified in Section 5.1(b).

"*Guaranty*" shall have the meaning specified in the preamble of this AMSA.

“*Guidelines for Data Service Contracts*” means the guidelines for Data Service Contracts, also called the OIPC Guideline 01-02, published on 14 November 2001 by the Office of the Information and Privacy commissioner for British Columbia including amendments thereto.

“*Hardware*” means computers and related equipment, including, as applicable, central processing units, personal computers and other processors, controllers, modems, storage devices, printers, terminals, other peripherals and input and output devices, and other tangible mechanical and electronic equipment intended for the processing, input, output, storage, manipulation and retrieval of information and data.

“*Hired Employees*” means the Employees Offered Employment who are hired by ABSBC in accordance with the Master Transfer Agreement.

“**Indemnitee**” shall have the meaning specified in Section 15.4(a).

“**Indemnitor**” shall have the meaning specified in Section 15.4(a).

“**Inflation Index**” shall have the meaning specified in Section 10.5.

“**Infringement Claims**” shall have the meaning specified in Section 15.3(a)(iii).

“**Initial Term**” shall have the meaning specified in Section 2.1.

“**In-Scope Services**” shall have the meaning specified in Section 4.2.1(a).

“**Internal Client Satisfaction Service Level**” shall have the meaning specified in Schedule 5.1.

“**Interval Projects**” shall have the meaning specified in Section 3.10.

“**IT-AM Minimum Threshold Event**” shall have the meaning specified in Schedule 10.1.

“**IT-AM Services**” shall have the meaning specified in Section 4.2.1(c)(iii).

[Redacted]

“**Labour Dispute**” shall have the meaning specified in Section 19.1(b).

“**Laws**” means (i) all statutes, treaties, codes, ordinances, orders, decrees, rules, regulations, and by-laws enacted or adopted by a governmental authority and (ii) all policies, practices and guidelines of any governmental authority or body that, although not actually having the force of law, are considered by such governmental authority or body as requiring compliance as if having the force of law, that are binding upon either of the Parties and that are applicable to this AMSA and the Services, or any portion thereof, including without limitation all rules, regulations, orders, policies, practices and guidelines of the BCUC.

“**Limited Partnership Agreement**” shall have the meaning specified in the preamble of this AMSA.

“**Losses**” means losses, liabilities, damages, judgements, claims, costs and expenses (including reasonable legal fees on a solicitor and its own client basis).

[Redacted]

“**Marketing Alliance Agreement**” shall have the meaning specified in the preamble of this AMSA.

[Redacted]

AMSA. “*Master Transfer Agreement*” shall have the meaning specified in the preamble of this

“*Mediation Notice*” shall have the meaning specified in Section 18.1(a)(vi).

“*Minor COR Estimate*” shall have the meaning specified in Section 8.12(g).

“*Minor COR Estimate Costs*” shall have the meaning specified in Section 8.12(g).

“*Minor Service Change*” shall have the meaning specified in Section 8.12(f).

[Redacted]

“*NAFTA*” shall have the meaning specified in Section 4.14(c)(vii).

“*Name*” shall have the meaning specified in Section 20.7.

“*Necessary Consents*” shall have the meaning specified in Section 3.6(a).

“*New Services*” shall have the meaning specified in Section 4.4(a).

“*New Service Request*” shall have the meaning specified in Section 4.4(b).

“*New Service Response*” shall have the meaning specified in Section 4.4(c).

“*Newco*” shall have the meaning specified in the preamble to this AMSA.

“*Newco Available Assets*” means, at the relevant time, all assets set forth or described on Schedule 17.1(a), Schedule 17.2(a), Schedule 17.3(a) and Schedule 17.4(a) of the Limited Partnership Agreement that are made available by Newco to ABSBC at such time to provide the Services and includes all Hardware [and Software Tools] that has been Refreshed as set out in Schedule 6.7.

“*Newco-Licensed Software*” shall have the meaning specified in Section 17.3(a) of the Limited Partnership Agreement.

“*Newco-Owned Software*” shall have the meaning specified in Section 17.4(a) of the Limited Partnership Agreement.

[Redacted]

[Redacted]

“*Notice*” shall have the meaning specified in Section 15.4(a).

“*Occupancy Costs*” shall have the meaning specified in the Support Services Agreement.

[Redacted]

“**Original ABSBC Managed BCH Resources**” shall have the meaning specified in Section 6.2(a).

“**Panel**” shall have the meaning specified in Schedule 18.2.

“**Parties**” means BCH and ABSBC, as signatories to this AMSA.

“**Partnership Assumed Newco Agreements**” shall have the meaning specified in the Limited Partnership Agreement.

“**Partnership Managed Newco Agreements**” shall have the meaning specified in the Limited Partnership Agreement.

“**Patriot Act Legislation**” shall have the meaning specified in Section 4.14(c)(vi).

“**Performance Assessment Customer Care Service Level**” shall have the meaning specified in Section 5.4(a)(i).

[Redacted]

“**Permanent Pricing Methodology**” shall have the meaning specified in the preamble to this AMSA.

“**Person**” means any corporation, joint stock company, limited liability company, association, partnership, joint venture, organization, individual, business or other trust or any other entity or organization of any kind or character, including a court or other governmental authority.

“**PE Services**” shall have the meaning specified in Section 4.4(d).

“**PPM Initiatives**” shall have the meaning specified in Section 4.15.

“**PPM SOWs**” shall have the meaning specified in Section 4.15.

“**PRB Obligations**” shall have the meaning specified in Section 17.4(c).

“**Privacy Protocol**” shall have the meaning specified in Section 4.14(c)(vi).

“**Procurement Enhancement Services**” means those purchasing and contracting support services described in Schedule 4.4(d).

“**Procurement Policies**” shall have the meaning specified in Section 4.11(c)(iii).

“**Proprietary Items**” shall have the meaning specified in Section 13.6.

“**Reduced Profit Component**” shall have the meaning specified in Schedule 17.4(a).

“**Refresh**” shall have the meaning specified in Schedule 6.7.

“**Refresh Forecast**” shall have the meaning set forth Section 8.6(a).

“**Refreshed Hardware**” means all Hardware refreshed pursuant to Section 6.7.

“**Regulatory Change**” means any Regulatory Order or any change in a Law that affects this AMSA or the Services.

“**Regulatory Order**” means any order, written directive or policy of the BCUC that is applicable to BCH.

“**Reporting Service Level**” shall have the meaning specified in Schedule 5.1.

“**Required Consents**” shall have the meaning specified in Section 3.6(b).

“**Required Discretionary Services**” shall have the meaning specified in Section 4.2.2(b)(i).

[Redacted]

“**RRC**” shall have the meaning specified in Schedule 10.1.

“**Satisfaction Baseline Level**” shall have the meaning specified in Schedule 5.1.

“**Satisfaction Target Level**” shall have the meaning specified in Schedule 5.1.

“**Scope Dispute**” shall have the meaning specified in Section 18.7(a).

“**Service Category**” means the major services categories comprising the In-Scope Services from time to time. As of the AMSA Effective Date, the Service Categories are IT, Customer Care, HR, Finance, Purchasing and BOS.

[Redacted]

“**Service Change**” shall have the meaning specified in Section 8.12(a).

“**Service Charges**” shall have the meaning specified in Section 10.1.

“**Service Commencement Date**” shall have the meaning specified in Section 3.1(a).

“**Service Discontinuance**” shall have the meaning specified in Section 4.6(a).

“**Service Level(s)**” shall have the meaning specified in Schedule 5.1.

“**Service Level Default**” shall have the meaning specified in Schedule 5.1.

“**Service Level Demerit**” shall have the meaning specified in Schedule 5.1.

“**Service Locations**” means ABSBC Service Locations and BCH Service Locations.

“*Service Review Team*” shall have the meaning specified in Section 8.3.

“*Services*” shall have the meaning specified in Section 4.1.

“*Software Tools*” shall have the meaning set forth in Schedule 6.7.

“*SOW*” means a statement of work.

[Redacted]

[Redacted]. “*Specified Event of Default*” means any default or termination under this AMSA

“*SSA Responsibilities*” shall have the meaning specified in Section 4.10(b).

“*Statutory Audit*” shall have the meaning specified in Section 14.5(a).

“*Stranded Costs*” shall have the meaning specified in Schedule 17.4(a).

“*Successor Entity*” shall have the meaning specified in Section 4.13.

“*Support Services Agreement*” shall have the meaning specified in the preamble to this AMSA.

[Redacted]

“*System Change*” means any change to the BCH computer environment, equipment, software or personnel.

“*Taxes*” shall have the meaning specified in Section 10.12(e).

“*Temporary Adjustments*” shall have the meaning specified in Section 5.1(e)(i).

“*Temporary Service Level Adjustments*” shall have the meaning specified in Section 5.1(e)(ii).

“*Tempwork Services*” shall have the meaning specified in Section 4.2.1(c)(v).

“*Termination Assistance Period*” shall have the meaning specified in Section 17.5.

“*Termination Assistance Services*” shall have the meaning specified in Section 17.5.

“*Termination Event*” shall have the meaning specified in Section 17.6.

“*Termination Fee*” shall have the meaning specified in Schedule 17.4(a).

“*Third-Party Benchmark*” shall have the meaning specified in Section 5.3(b).

“*TPCs*” shall have the meaning specified in Schedule 10.1.

“**TPC List**” shall have the meaning specified in Schedule 10.1.

“**TPC Service Charges**” shall have the meaning specified in Schedule 10.1.

“**Transaction Documents**” shall have the meaning specified in the preamble of this AMSA.

“**Transferred Employees**” shall have the meaning specified in Section 17.4(c).

“**Transition**” shall have the meaning specified in Section 3.2(b).

“**Transitional Payment**” shall have the meaning specified in Section 3.9(c).

“**Transitional Payment Refund**” shall have the meaning specified in Section 3.9(d).

“**Transition Services**” shall have the meaning specified in Section 3.2(b).

“**VRC Hourly Rates**” shall have the meaning specified in Schedule 10.1.

“**Warranty Period**” means with respect to each ABSBC Warranty Item created by ABSBC and provided to BCH pursuant to this AMSA, **[Redacted]** days following the acceptance of the ABSBC Warranty Item.

“**Westech**” means Westech Information Systems Inc.

“**Work Product**” means the specifications, design documents, flow charts, software programs, documentation, reports and other similar work product that ABSBC develops for BCH pursuant to this AMSA; provided, however, that Work Product will not include any ABSBC Software.