VOTER LIST MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") made in duplicate, is entered into as of, and is effective as of the 18th day of December 2020 (the "Effective Date")

BETWEEN:

COMPRINT SYSTEMS INCORPORATED (doing business as "DataFix") an Ontario corporation with its registered office at 40 University Avenue, Suite 1010, Toronto, Ontario M5J 1T1

(hereinafter called "DataFix")

AND:

Municipality of West Grey 402813 Grey Road 4 RR 2 Durham Ontario NOG 1R0

(hereinafter called "Client")

WHEREAS the Client requires an Election Management System described herein to conduct its municipal election, and desires to engage DataFix to provide said services.

WHEREAS DataFix has an Election Management System, VoterView that is an Internet-based Application designed to provide election officials with an electronic view of their electoral information, including the ability to make corrections to the Voters list as well as to access various voter counts needed for electoral planning, with the capability to provide an electronic copy of all changes to the provincial authority at the end of the electoral event.

AND WHEREAS the System Requirements and Compatibility are described below:

- a) web-based;
- b) support the management of Data throughout the election cycle from receipt of Data to the end of the election;
- c) compatible with current Microsoft Windows Operating Systems, and modern web browsers;
- d) role-based for the purposes of user permission architecture;
- e) user-friendly and intuitive;
- f) passwords are one-way encrypted;
- g) web pages are secured using Transport Layer Security (TLS) 1.2 or higher encryption;
- h) optional two-factor authentication using YubiKey hardware devices and the Google Authenticator app.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein; and in accordance with the terms and conditions set forth herein, the Parties agree as follows:

This Agreement is intended to identify and confirm the service levels and support technology requirements of VoterView.

DataFix agrees to provide to the Client, the VoterView Application, services and support described herein.

1.0 DEFINITIONS

1.1 In this Agreement:

"Additional Services" means the Services not included in the contract price, and where additional fees are applicable;

"Confidential Information" includes any and all information and documentation, in whatever form, which is confidential in nature and which is accessed or obtained by one or both Parties as a result of this Agreement, and shall include without limitation the following:

- a) Any information concerning this Agreement or any municipal election for which the Services are provided hereunder;
- b) Any information concerning the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of a Party's Group, including, without limitation, any information which is not generally known to the public or which has been specifically identified as confidential or proprietary by the disclosing Party;
- c) Any information that would be included within the definition of personal information as set out in MFIPPA; and
- d) Data;

Despite the foregoing, Confidential Information shall not include:

- i. information not obtained from the Client, which is in, or becomes part of, the public domain, not due to DataFix's breach of this Agreement or DataFix's actions;
- ii. information which was previously in DataFix's possession and did not originate from the Client;
- iii. information which lawfully becomes available to DataFix from a third party not under an obligation of confidence to the Client regarding such information;

"Contract Price" means the amount ascribed under section 13.1 and payable by the Client to DataFix for the Services;

"Change Order Request" means a written notice from the Client to DataFix to add certain requirements/services which are outside of the scope of the Agreement and to which additional fees are applicable;

"Critical Election Period" includes advance voting dates together with the Election Day;

"Customization" means the selection of a specific change to VoterView or any of its additional Event Based Functionality (Optional Modules), made by the Client in order for the Client to meet its desired goals, and where the change is client specific and unique to the Client, and where additional fees are applicable;

"Data" shall include all information in VoterView including but not limited:

- a) a list of names and addresses of eligible voters for an Election or By-Election prepared under the Municipal Elections Act (MEA) and provided by the provincial authority to carry out a municipal election; and
- b) any Client supplied data including without limitation data inputted by the Client respecting candidate information, election worker information, voter registration, ward and polls information, and location;

"Effective Date" means the date written above:

"Election Day" means Monday, October 24, 2022;

"eVoting Third Party Integration Fee" means any customized services required by the Client to support eVoting through an eVoting Service Provider;

"Parties" means the Client and DataFix and "Party" means one of them or any of them, as the context requires;

"Personal Information" means all of the information provided by the provincial authority and stored in VoterView with respect to the determination of eligible electors, including their names, property and mailing addresses, the Data, the elector list of the Client as it is compiled from time to time during the Term of the Agreement, the names and other personal information of all who are designated as Users, and all related files and records stored on any equipment used by DataFix;

"Services" means all the Services to be provided by DataFix to the Client under this Agreement, and includes privacy and security requirements in relation to the provision of such services;

"Term" has the meaning ascribed under section 11.1;

"Third Party Print File Preparation Fee" means any customization required to DataFix's standard file layout to create customized printable data files for use by a third-party printing company;

"Training" means the training environment in VoterView, all training guides and any other documentation or material pertaining to the functions and features of VoterView and provided through the on-line facilities;

"Training - Customized and In Person" means any customized on-site training requested by the Client and delivered by DataFix at the offices of the Client, to be scheduled at such time and for such duration as mutually agreed to in advance between the parties, and at additional cost;

"Update" means a fix, patch or such other minor improvement, enhancement, modification or expansion of VoterView as well as major revisions to and new versions of VoterView as part of the Services and for which DataFix does not impose a separate fee;

"VoterView" or "Application" or "Election Management System" means the web-enabled application that has been architected from the ground up to be secure, scalable, and flexible and is a fully featured Election Management System;

"Voting Period" means the hours designated by the Client during the Election Date(s) during which Eligible Electors are entitled to cast their vote.

2.0 PROVISION OF SERVICES AND AUTHORIZED USES

- 2.1 DataFix agrees to perform the Services and its other obligations in accordance with the terms of this Agreement and all applicable laws (including, without limitation, the provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and all other applicable privacy and personal information laws).
- 2.2 DataFix will at all times maintain care, skill and diligence in performing its obligations under this Agreement.
- 2.3 DataFix represents to the Client that VoterView complies with all applicable requirements for provincial and municipal election laws at the time of delivery.
- 2.4 DataFix hereby grants to the Client and to those designated by the Client access to VoterView.
- 2.5 The Client will have full control for creating and issuing usernames and passwords for designated persons within the Client's organization.

3.0 USER MANAGEMENT AND APPLICATION CONFIGURATION

- 3.1 DataFix will provide the Client with an initial account with Administrator-level access. With this account, the Client's Administrator can create users and assign the required access levels.
- 3.2 The Client's Administrator is fully responsible for:

- a) configuring the Application through the Administration Tab in VoterView;
- b) adding Users and creating User Groups as needed;
- c) deleting users;
- d) identifying authorized contacts: primary, secondary and alternate for the electoral event;
- e) updating email addresses and telephone numbers; and
- f) keeping all information in User Management current to ensure authorized Users receive email communication.

4.0 DATA

- 4.1 The Data for the Client will be stored in datacenters that are in Canada. At no time will DataFix store Data outside of Canada.
- 4.2 DataFix will maintain a separate physical database for the Client to ensure that the Client can only access its own Data.
- 4.3 DataFix will regularly upgrade and update the Application. If it is necessary to interrupt service, DataFix will provide at least 24 hours prior notification wherever possible and interruptions shall be scheduled to minimize their impact on Users.

5.0 DATA SECURITY AND PRIVACY

- 5.1 The Client will provide the Data to DataFix and DataFix will only use the Data as necessary to carry out its obligations under this Agreement, and for no other purpose.
- 5.2 DataFix shall comply with all the confidentiality, security and privacy requirements set out in this Agreement, and any additional Security and Privacy Requirements with respect to the Data. To the extent DataFix possesses any Data in any form, medium or device during the Term of this Agreement or after the expiration of the Term, the foregoing obligations shall survive and continue to be in legal effect.
- 5.3 DataFix shall limit access to Personal Information to its authorized representatives who have a clear need to know in order to provide the Services. DataFix shall ensure that such representatives have agreed to protect the confidentiality and security of the Personal Information to at least the extent provided by this Agreement and DataFix shall properly advise such representatives of the requirements under this Agreement.
- 5.4 DataFix will protect the security and confidentiality of the Personal Information to at least the same standard as DataFix protects its own most sensitive Confidential Information and, in any event, to at least the standard required by applicable Laws.

- 5.5 If DataFix becomes aware of or reasonably suspects that there has been any unauthorized or improper access to, use or disclosure of any of the Personal Information (a "Security Incident"), DataFix will notify the Client forthwith and, take all reasonable steps to mitigate the Security Incident.
- 5.6 Without limiting any other provision in this Agreement regarding the security of information, DataFix shall have in place reasonable policies, procedures and safeguards to protect the confidentiality and security of the Personal Information. DataFix shall ensure the physical security of the Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, loss or modification.
- 5.7 DataFix shall ensure that its employees are aware of their obligations regarding data security and privacy under this section 5.

6.0 HOSTING

- OntaFix uses a hybrid solution for the hosting of the Application that consists of a mix of DataFix colocation hosting environments and Azure cloud-based hosting services. All datacenters are located within Canada and at no time will any Data be stored outside of Canada.
- 6.2 All data that flows in and out of the hosting locations and all data at rest is strongly encrypted and otherwise protected against access by, or disclosure to, any non-authorized party.
- 6.3 A disaster recovery (DR) site containing a regularly updated copy of the Data will be maintained by DataFix. The DR site can be quickly activated and is fully capable of scaling to meet high demand. Data backups will be tested on a regular basis to ensure that all aspects of the disaster recovery plan are operational. Data backups will be performed by DataFix no less frequently than every sixty (60) minutes.
- 6.4 DataFix will ensure that the data center and servers containing the Data meets the following physical and electronic security requirements:
 - a) single point of entry;
 - b) main access monitored with additional access for emergency purposes only;
 - c) access validation with identity check;
 - d) access only to persons on DataFix approved access list;
 - e) log-in validation;
 - f) creation of accounts only as verified by DataFix;
 - g) access to servers via encrypted means; and
 - h) servers running behind secure firewalls.

7.0 WARRANTIES

- 7.1 DataFix represents and warrants the following which shall remain true and accurate until the expiration or effective termination of this Agreement:
 - a) DataFix shall take all reasonable steps to ensure all computer and telecommunications hardware and software are operational 24 hours a day, 7 days a week;
 - b) The Application will always be normally available except when essential maintenance is required;
 - c) During the Critical Election Period, essential maintenance will be performed during off-peak hours, to minimize any disruption to the Service;
 - d) The availability of 99.9% per full calendar month (30 days) excluding scheduled maintenance or installations shall be deemed as fully compliant for the purpose of the VoterView service level commitment;
 - e) Failures at the firewall or web server level will initiate automatic fail-overs within no more than ten seconds. If a switch is required to the fully functional backup site location the system will be available to all users within five minutes of the original interruption;
 - f) DataFix will monitor the Application's availability and safeguard against the Application hanging or loss of connectivity to the database;
 - g) DataFix will notify the Client forthwith of any server/application downtime. A live availability status page for VoterView is available at http://status.voterview.ca.
 - h) DataFix has full right, power and authority to enter into this Agreement and to perform its obligations under it;
 - DataFix is not under any obligation, contractual or otherwise, to request or obtain the consent of any person in order to enter into this Agreement and to perform DataFix's obligations under it;
 - j) DataFix is a corporation, duly organized, legally existing, in good standing and has not been dissolved under the laws of the Province of Ontario;
 - bataFix has the necessary corporate power to own its properties and assets and to carry on its business as it is now being conducted and to enter into this Agreement;
 - l) DataFix is not a party to, or bound by any indenture, agreement (written or oral), instrument, license, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement will constitute or result in a violation or breach or default.

8.0 OWNERSHIP OF INFORMATION

- 8.1 As between the parties, DataFix will, and does retain all rights, titles and interests (including, without limitation, all Intellectual Property Rights) associated with its products and services.
- 8.2 The Client Retains Control over the Data: The Client is only transferring physical custody of the Data to DataFix, not control of that information, and the authority over the use, disclosure, access, destruction and integrity of the Data remains with the Client.
- 8.3 While this Agreement is in effect, and at all times thereafter, DataFix and any officers, employees or agents of DataFix shall not use, publish or disclose any information, data, research, documents, photographs or materials discovered or produced by DataFix in the performance of this Agreement without first obtaining written permission from the Client.
- 8.4 Any materials, and supplies provided by the Client to DataFix for use in the performance of this Agreement shall remain the property of the Client and shall be returned to the Client upon request.

9.0 TRAINING AND SUPPORT

- **9.1 Training:** DataFix shall provide the following to the Client as part of the Contract Price set out in this Agreement:
 - a) a training environment;
 - b) training on all the Application functions and features through the on-line Webinar facilities;
 - c) on-line help facilities;
 - d) user guides and other training documents pertaining to the use of the Application, posted in the Forms/Document Library);
 - e) webinars;
 - f) web collaboration for screen interaction and telephone for voice communication;
 - g) online and video-based demo;
 - h) training and support from time to time during the term of this Agreement (i.e. be available to answer questions via email and telephone; and
 - i) GoToMeetings as needed
- 9.2 **Customized Onsite Training**: DataFix can provide customized on-site training at a rate of \$2,000.00 per day plus applicable taxes.
- 9.3 **Support:** As part of the Contract Price in this Agreement, DataFix shall provide following support services to the Client, where issues can be resolved usually within 24 hours.

- 9.3.1 E-Mail Support shall comprise of e-mail access and response:
 (i) E-Mail link to DataFix support team at support@voterview.ca
- 9.3.2 Telephone Support: Toll-Free (866) 334-3824 or (416) 363-8170 ext. 249.
- 9.3.3 DataFix's normal business hours are from 8:00 AM to 5:00 PM (local time), Monday to Friday, excluding statutory holidays. DataFix will provide support outside its normal business hours during advance poll dates and Election Day.
- 9.3.4 During the critical election period, which includes advance voting dates and Election Day itself, the guaranteed response time will be 15 minutes from receipt of the request by telephone, voicemail or email.
- 9.3.5 DataFix will provide advice and support prior to the advance voting period, with the guaranteed response time of no longer than 60 minutes from receipt of the request by telephone, voicemail, or email.

10.0 ADDITIONAL SERVICES AND CHANGE ORDER REQUEST

- 10.1 The Client acknowledges that DataFix may have other services available for use by the Client that are not set out in this Agreement and are not included in the Contract Price. These additional services are listed in **Schedule A** attached to this Agreement. The parties agree that the request, provision and responsibility for payment of any such additional services that may be delivered by DataFix to the Client shall be authorized only by way of submitting a written Change Order Request. A sample is attached to this Agreement as **Schedule B**.
- 10.2 No oral agreements between persons will be binding on either DataFix or the Client unless and until a Change Order Request has been approved, and until such approval has been received, each Party will continue to perform its obligations under the Agreement as if the change had never been proposed.
- 10.3 Upon receipt of the fully executed Change Order Request, DataFix will be authorized to commence the Change.
- 10.4 Despite any other provision in this Agreement, Change Order Requests signed by both parties shall be deemed to be duly authorized amendments to the Agreement.

11.0 TERM OF AGREEMENT

- 11.1 The term of this Agreement will commence on the date first written above and will come to an end on December 31, 2022.
- 11.2 **Subsequent Agreement/Early Renewal Option**. Notwithstanding 11.1, in the first quarter of 2023, DataFix, will provide the Client the option to enter into a new

Agreement which will provide continuity of services between this agreement and a new agreement. The Client will continue to have full access to VoterView until such time when the early renewal option offer is declined. At such time, all the data in VoterView will be permanently deleted.

12.0 DATA DESTRUCTION

- 12.1 Until such time as the Client makes a request in writing to DataFix to delete and destroy the Data, DataFix will continue to safely and securely store the Client's Data.
- 12.2 At the Client's request to delete and destroy all the Data, DataFix will permanently and securely delete and destroy the Data and all associated records in its possession.
- 12.3 This deletion will be performed in a manner that is appropriate for the types of media involved so that the Data or any portion of it cannot be retrieved, accessed or used by DataFix for any other purpose. After complying with this provision, DataFix shall deliver to the Client a declaration in writing confirming the deletion and destruction of the Data and all associated records.

13.0 CONTRACT PRICE

- 13.1 In consideration for the Services and other obligations to be performed by DataFix under this Agreement, the Client will pay DataFix a fee of \$7,950 not including applicable taxes (the "Contract Price").
- 13.2 The parties agree that the Contract Price are for payments required to be made by the Client to DataFix for the purchase of its authorization for the use of VoterView and of the Services as set out in this Agreement.
- 13.3 The Contract Price includes the following:
- a) VoterView Election Management System \$7,200
- b) One-time set-up/Activation Fee \$750

14.0 FEE AND PAYMENT TERMS

- 14.1 The Client agrees to pay DataFix the fee noted as the **Contract Price** in section 13.1.
- 14.2 The Client agrees to pay DataFix any additional fees for Services obtained through the Change Order Request process.
- 14.3 The Client shall pay in addition to the fee stated above, any taxes applicable to the provision of such Services.
- 14.4 The fees payable to DataFix pursuant to section 13.1 follows, and *DataFix will send* an invoice to the Client per the payment schedule below:

- 14.4.1 Payment 1 \$4,350 within 30 days of receipt of a signed Agreement
- 14.4.2 Payment 2 \$3,600 in January 2022

15.0 LATE PAYMENT

- 15.1 Payment term is net 30 days.
- 15.2 Any fee or portion thereof not paid on the date on which it is payable shall accrue interest charges of 1.5% per month.

16.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

- 16.1 DataFix hereby agrees to indemnify and save harmless the Client, its agents, servants and employees from and against any losses, liabilities and expense reasonably incurred by the Client that arise out of the performance by DataFix of this Agreement, a breach by DataFix of this Agreement (including, without limitation, a breach of any of the confidentiality, security and privacy provisions of this Agreement) by DataFix, or its employees and agents.
- 16.2 Except for any wilful misconduct, negligence or breach of agreement by DataFix, DataFix's total aggregate liability for any loss or damages under or in connection with this agreement, howsoever arising shall in no circumstances exceed the total dollar amount of the agreement.
- 16.3 Neither Party shall be liable for any loss of profits, loss of business, or any other indirect, incidental, punitive, special or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in the contract, negligence or other tort, even if the parties or their representatives have been advised of the possibility of such damages.
- 16.4 This section 16 will survive the expiration or termination of this Agreement.

17.0 CONFIDENTIALITY

- 17.1 The confidentiality obligations set out in this section 17 are in addition to DataFix's obligation to comply with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), R.S.O. 1990, c. M.56, all other applicable privacy and personal information laws and any other security and privacy obligations set out in this Agreement.
- 17.2 DataFix will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. DataFix will not, without the prior written consent of the Client given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the

Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and restricted use provisions in this section. DataFix will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

- 17.3 DataFix shall return all copies of the Confidential Information to the Client, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:
 - a) termination of this Agreement; and
 - b) written request from the Client for return of the Confidential Information.
- 17.4 DataFix shall ensure that its employees, any subcontractor or agent retained by DataFix to perform obligations under the agreement are aware of their obligations of confidentiality under this section 17.
- 17.5 Any reference to DataFix includes any subcontractor or agent retained by DataFix to perform obligations under the agreement and DataFix will ensure any such subcontractors and agents comply with these provisions regarding Confidential Information.
- 17.6 **Notice of Non-Compliance:** DataFix will immediately notify the Client in writing of any non-compliance or anticipated non-compliance with this Agreement and will further inform the Client of all steps DataFix proposes to take to address and prevent recurrence of such non-compliance or anticipated non-compliance.
- 17.7 This section 17 shall survive the expiration or earlier termination of this Agreement.

18.0 UNAVOIDABLE DELAY

- 18.1 For the purpose of this Agreement, an "Unavoidable Delay" means any circumstance not within the reasonable control of the Party affected.
- 18.2 No party shall be liable for any failure of or unavoidable delay in the performance of this Agreement due to causes beyond its reasonable control, for example: malicious injury; sabotage; fires, flood, epidemics or quarantine restrictions, strikes and lockouts; riots; acts of God; war; governmental action; and similar events or circumstances beyond the reasonable control of such Party.
- 18.3 If an Unavoidable Delay occurs, DataFix shall give written notice to the Client, specifying the nature and extent of the event of the Unavoidable Delay, as soon as reasonably practicable after becoming aware of the event of the Unavoidable Delay.
- 18.4 DataFix shall use all reasonable diligence to mitigate the cause and the result of the event of the Unavoidable Delay and to remedy the situation and resume its obligations under this Agreement.

19.0 TERMINATION

- 19.1 The Client may terminate this Agreement if DataFix is in breach of any term of this Agreement and the breach is not cured within five (5) days of written notice by the Client.
- 19.2 The Client may terminate this Agreement without penalty if the Provincial Government changes the Client's governance structure such that the Client will not be conducting its municipal election, and the annual fee paid in the year of termination is non-refundable. Alternatively, in the event of an amalgamation where the Client will be conducting an election and the voter count is substantially increased, the fees will be reviewed and amended if necessary, to reflect the higher voter count.

20.0 GOVERNING LAW

20.1 The parties agree that, at all times, this Agreement is governed by and construed in accordance with the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein. Each party represents and warrants to the other party that, as of the Effective Date, it has full power and authority to enter into and provide the Services set out in this Agreement.

DATAFIX/COMPRINT SYSTEMS INCORPORATED:

Ву:		Hortense L. Harvey
	Signature	Print Name
		National Director, Client Services
		Print Title
MUN	ICIPALITY OF WEST GREY:	
Ву:		Genevieve Scharback, CMO
	Signature	Print Name
		Clerk
		Print Title

SCHEDULE A - PROFESSIONAL SERVICES

While most of our clients use the out of the box solution, at times, customization may be required to support specific operational and business processes that are unique to the client.

Any customization or additional Services will require a Change Order Request, as described in section 10 of this Agreement. These additional Services may be subject to additional fees.

These Services include, but are not limited to:

- 1. Customized onsite training
- 2. Customizations to any application including but not limited to: VoterView, additional Event Based Functionality: Election Worker Management/Worker Portal; Voting Place Management; Candidate Access Portal: Online Voter Services (OVS); Online Voter Registration
- 3. Custom data file preparation and processing
- 4. Custom print files/extracts: creating of custom print files or extract to be used by a third party
- 5. Bulk data processing/updates
- 6. Request to load additional data sources to VoterView (data not issued by the provincial authority)
- 7. Client's Alterations to Election Related Print Products: Alterations are defined as deletions, additions, or other revisions made by the Client to the content/structure of the document, resulting in the preparation of new proofs (usually after final proof delivery)
- 8. Setting up and support of mock elections
- 9. Mock Unofficial Election Results
- 10. Custom forms: creating a Client specific version of any forms issued by the Ministry of Municipal Affairs, such as EL15, EL37, EL50, etcetera.
- 11. Significant changes to Voter Card or Voter Letter templates (when printed from VoterView)
- 12. OVS iFrame Modifications
- 13. New or modified API calls (OVS)
- 14. Dashboard Simulations
- 15. eVoting custom support through third party service providers

SCHEDULE B - CHANGE ORDER REQUEST FORM

CHANGE REQUEST IDENTIFICATION:

MUNICIPALITY NAME:

AND



Requestor Information						
Requestor Name:		_Title:				
Phone Number:	E	-mail:				
Signature:	Date of Requ	est:				
Change Information						
Priority Level (circle one):	Low	Moderate	High			
Desired Implementation Date:						
Description of Change: Provide a brief overview of the change (requestor)						
Reason(s) for Change Requested:						
State why this change is required						
What will be the impact if the change is not implemented? (requestor)						
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