MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

The Town of Pelham

and

DataFix

For Web Hosting Services To Support the Municipal VoterView (MVV) Application

Issued: January 31, 2006

DataFix

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1 Introduction

Municipal VoterView is an Internet-based application designed to provide municipal elections officials with an electronic view of their electoral information including the ability to make corrections to the list, to access various voter counts needed for electoral planning, and the capability to provide an electronic copy of all changes to the Municipal Property Assessment Corporation at the end of the electoral event.

Through its Municipal VoterView (MVV) Application, DataFix is continuing to provide the highest level of service with respect to managing electoral information in support of municipal elections.

2 Purpose

This Memorandum of Understanding is intended to identify and confirm the service levels and support technology requirements of the MVV Application. In addition, DataFix will be working with MPAC to establish a defined process for continually updating elector information.

3 Description of Services/ Hosting Environment

The MVV Application Services consist of:

3.1 Web hosting

As a web-based application, MVV has the advantage of ubiquitous accessibility—all that is required to use MVV is an Internet connection and a recent web browser. MVV supports Microsoft Internet Explorer version 5.0 or better and Netscape Navigator version 4.7 or better. The MVV system has been optimized for a screen resolution of 1024x768 or higher, but will function properly with lower resolutions.

3.2 Performance

The number and size of graphic elements in MVV is minimized to enhance performance for municipalities with low-speed or dial-up Internet connections.

3.3 Stress Testing

DataFix has conducted extensive testing of the MVV application through a pilot program including over 50 municipalities and over 2 million electors. As a result of this testing, DataFix has been able to optimize the performance of the MVV application to accommodate municipalities of all sizes.

3.4 Reliability

All hardware used to support the MVV application utilizes extensive fault tolerance features, including RAID-5 disk arrays and redundant power supplies. In addition, all servers and communications equipment are protected through the use of Uninterruptible Power Supplies (UPS).

To ensure the quality and accuracy of the MVV system itself, DataFix has built a set of rigorous and comprehensive test plans. These plans encompass application functionality, data inputs and outputs, and performance.

3.5 Compatibility

MVV can coexist and work in a complementary manner with existing municipal electoral systems. Because the default output from MVV is a file using the VNF format, any existing systems should be compatible.

3.6 Application functions/features

At a high level, the MVV application simplifies the process of searching for specific voters with the ability to add, change, delete or move voters as required. In addition, the MVV application provides a number of elector related reports to support election planning and a suite of data cleansing utilities to identify potential inaccuracies on the list.

The MVV Application functions and features are as described and demonstrated as part of the on-line demo/viewing of the product. More comprehensive details of these features are contained in the On-line help facility.

4 Description of User Environment

4.1 Access

As an Internet-based application, access to the MVV requires Userids and Passwords. The Town of Pelham will have full control for creating and issuing Userids and Passwords for members of their organization.

The technical infrastructure used to support the MVV Application has been designed to accommodate all Ontario Municipalities.

5 Security

Passwords for MVV users are secured using a one-way hash algorithm (MD5). As a result, cleartext passwords are never stored nor utilized for user authentication.

Security is also a responsibility of all users and users are especially cautioned not to share system logins and passwords.

5.1 The MVV Security features

5.2 Web Pages

All MVV web pages are secured using 128-bit SSL (secure sockets layer) encryption.

5.3 Web and database servers

Web and database servers are protected by a firewall that performs packet-level, circuit-level, and *application*-level traffic screening, stateful inspection, and intrusion detection.

5.4 Physical database

A separate physical database for each municipality is maintained to ensure that municipalities can only access their own data.

5.5 Managed Code Environment

The MVV application runs in a *managed code environment*, which provides additional security and protection from common buffer overflow attacks.

5.6 Audits

DataFix *audits* all MVV access and security logs on a daily basis to ensure that any unusual access patterns can be quickly identified and resolved.

5.7 Virus Checks

DataFix's computing environment contains the most sophisticated virus scan software and update mechanisms. Virus definition files are updated on a continual basis.

5.8 Backups and Restores

DataFix has constructed a completely redundant technical infrastructure to support MVV. This infrastructure includes backup Internet connections routed through different Internet Service Providers, which provides protection from a common source of possible outages. To protect against server hardware failures in non-redundant components, DataFix has backup web and database servers available. These servers can be quickly activated to ensure minimal MVV downtime.

DataFix performs database and file-level backups of the MVV system on a daily basis, thus ensuring that minimal data is lost in a disaster recovery situation. Backups are tested on a regular basis to ensure that all aspects of the disaster recovery plan are operational. Depending on the requirements of the MVV users, DataFix can also perform backups as frequently as every hour.

6 Customer Service/Support, Monitoring and Management

DataFix strives to ensure that all computer and telecommunications hardware and software is operational 24 hours a day, 7 days a week. The MVV system is normally available at all times except when essential maintenance to hardware or software is required. If it is necessary to interrupt service, prior notification will be given wherever possible and interruptions will be scheduled to minimize their impact on users.

DataFix's MVV support service regularly monitors all logged problems and discussions are held to analyze support trends and additional needs. Monitoring is a powerful tool for tracking trends and ensuring that appropriate staff and technology are accessible to callers.

If users encounter problems, the on-line support function provides an Electronic Mail link to DataFix support team, where issues are resolved usually within 24 hours.

6.1 Customer Service Support/Coverage

Normal business hours for providing customer support is from 8:00AM to 5:00 PM, Monday to Friday, excluding statutory holidays.

Telephone support is available by calling 416-363-8170 Extension 249 or by Electronic mail through the support function within the MVV application.

Calls or Electronic mail received outside normal business hours will be processed on the next business day.

6.2 System Availability

With the exception of planned maintenance windows, the MVV application will be available 24 hours per day, 7 days a week. Whenever possible, maintenance will be performed on weekends or after normal business hours.

Availability of 99.7% per full calendar month (30 days) excluding scheduled maintenance or installations will be deemed as fully compliant for the purpose of the MVV service level commitment.

6.3 Service Measure

DataFix will perform remote monitoring of the MVV application. The system will be tested every fifteen (15) minutes and alerts are sent via Electronic Mail or page to DataFix Support personnel as soon as a problem is identified.

6.4 Non-Performance

In the event DataFix is unable to provide the services as stated in 6.1 Customer Support Service/Coverage and 6.2 System Availability, DataFix will work with the municipality to assess the impact and determine the remedial action.

7 Confidentiality

DataFix has been entrusted with confidential data from many government, public, and private organizations. Accordingly, all aspects of physical and network security are rigorous and continually monitored and updated.

For the purposes of this Agreement, DataFix shall not disclose to anyone any elector information, which forms part of the MVV application.

8 Force Majeure

Either party shall be excused from any delay or failure in performance caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, earthquake, riots, war, and governmental requirements. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

9 Term of Agreement

This Memorandum of Understanding will become effective from the date of signing to December 31, 2006. On or before December 31, 2006, this Memorandum of Understanding can be renewed to provide ongoing elector information management services.

10 Fees and Payment Terms

The fee for providing the MVV services for Town of Pelham is $4,200.00 plus GST. The fee specified above covers only the services listed in this MOU. A quotation will be provided for any additional services requested.

Payment terms for the MVV service are as follows:

a) An invoice for $4,200 plus GST will be forwarded to you upon receipt of a signed Memorandum of Understanding.

11 Cancellation/Termination

Either party may terminate this agreement at any time by giving 60 days written notice to the other party.

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Contact: Cheryl Miclette
Clerk

DataFix Representative

Municipality Representative

JAMES A. STEWART
Name *(please print)*

CHERYL MICLETTE
Name (*please print*)

Jan 31/06
Date

MARCH 7, 2006
Date