
VOTER LIST MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") made as of the 2nd day of March 2015

BETWEEN:

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

("DataFix")

AND:

Town of Pelham
20 Pelham Town Square
PO Box 400
Fonthill, Ontario L0S 1E0

(the "Town")

BACKGROUND:

- A. The Town requires the Voter List Management services described herein, and desires to engage DataFix to perform said services.
- B. VoterView is the Voter List Management services, and is an Internet-based Application designed to provide elections officials with an electronic view of their electoral information including the ability to make corrections to the voters list and to access various voter counts needed for electoral planning and the capability to provide an electronic copy of all changes to the provincial authority at the end of the electoral event.
- C. System Requirements/Compatibility:
 - (1) be web-based
 - (2) support the management of voter data throughout the election cycle from receipt of data to the end of the election
 - (3) be compatible with current Microsoft Windows Operating Systems, and modern web browsers
 - (4) be role-based for purposes of user permission architecture
 - (5) be user-friendly and intuitive
 - (6) passwords are one-way encrypted
 - (7) web pages are secured using SSL/TLS (Secure Sockets Layer/Transport Layer Security) encryption

PURPOSE:

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

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 perform this Agreement.

DataFix represents to the Town that the DataFix VoterView Application complies with all applicable requirements for provincial and municipal election laws at the time of delivery.

1.0 PERFORMANCE OF SERVICES AND AUTHORIZED USES

- 1.1 DataFix will 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). DataFix will at all times maintain a first class standard of care, skill and diligence in performing its obligations under this Agreement.
- 1.2 DataFix hereby grants to the Town and to those employees designated by the Town access to the VoterView Application. The Town will have full control for creating and issuing usernames and passwords for employees of their organization.
- 1.3 DataFix will provide an initial account with Administrator-level. With this account, the Town's Administrator has the ability to create users and assign access levels.

2.0 ACCESS TO VOTERVIEW

- 2.1 The Voter Data for the Town will be stored on servers and other equipment that are owned and controlled by DataFix and that are physically located in Canada.
- 2.2 DataFix will not store Voter Data outside Canada.
- 2.3 DataFix will maintain a separate physical database for each client to ensure that clients can only access their own data.
- 2.4 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.

3.0 DATA SECURITY AND PRIVACY

- 3.1 The Town will provide the Voter Data to DataFix and DataFix will only use the Voter Data as necessary to carry out its obligations under this Agreement, and for no other purpose.
- 3.2 DataFix shall comply with all of the confidentiality, security and privacy requirements set out in this Agreement (including, without limitation, the requirements of this Section 3.0, and any Additional Security and Privacy Requirements) with respect to the Voter Data. To the extent DataFix possesses any Voter Data in any form, medium or device during the Term of this Agreement or after, the foregoing obligations shall survive and continue to be in legal effect.

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- 3.3 Once the Voter Data is provided to DataFix, the Voter Data will be stored at DataFix's primary site. DataFix's primary site is locked and restricted to only DataFix employees. All data that flows in and out of the primary site and other equipment is encrypted and otherwise protected against access by, or disclosure to any other party.
- 3.4 A backup site containing a regularly updated copy of the Voter Data will be stored on servers and other equipment situated at facilities operated by DataFix within Canada.
- 3.5 Backups will be tested on a regular basis to ensure that all aspects of the disaster recovery plan are operational. Backups will be performed by DataFix every sixty (60) minutes.
- 3.6 DataFix will maintain a completely redundant technical infrastructure to support the VoterView Application. 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 downtime.
- 3.7 DataFix will ensure that the data centre and servers containing the Voter 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 firewall.
- 3.8 DataFix shall ensure that its employees are aware of their obligations regarding data security and privacy under this Section 3.0.
- 4.0 **WARRANTIES**
- 4.1 DataFix warrants that:
- (a) reasonable steps will be taken to ensure all computer and telecommunications hardware and software is operational 24 hours a day, 7 days a week;
 - (b) the Application will be normally available at all times except when essential maintenance is required;
 - (c) 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.
- 5.0 **Corporate and Other Warranties:** DataFix warrants that, as of the date of this Agreement,
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DataFix:

- (a) has full right, power and authority to enter into this Agreement and to perform its obligations under it;
- (b) 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;
- (c) is a corporation, duly organized, legally existing, in good standing and has not been dissolved under the laws of the Province of Ontario;
- (d) 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;
- (e) is not a party to or bound by any indenture, agreement (written or oral), instrument, licence, 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; and
- (f) all other representations and warranties made by DataFix in this Agreement are true and accurate.

6.0 TRAINING AND SUPPORT

6.1 Training: DataFix shall provide the following for the Town as part of the Contract Price set out in this Agreement:

- (a) training on all of the Application functions and features through the DataFix on-line Webinar facilities;
- (b) an on-line help facilities as well as user guides and other training documents pertaining to the use of the Application, posted in the Forms/Document Library); and
- (c) training and support from time to time during the term of this Agreement (i.e. be available to answer questions and hold GoTo meetings as needed by the Town's staff.

6.2 Onsite Training: DataFix can provide customized on-site training - additional fees may be applicable.

6.3 Support: DataFix shall provide the following support services to the Town as part of the Contract Price in this Agreement:

- (a) **E-Mail Support:** E-Mail Support shall comprise of e-mail access and response.
- (b) **Direct Support:** DataFix shall provide the following support during the term of this Agreement:
 - (i) advice by telephone or e-mail on the use of the Application;
 - (ii) e-mail link to DataFix support team, where issues can be resolved usually within 24 hours;
 - (iii) support outside DataFix's normal business hours during advance poll dates and Election Day - DataFix's normal business hours are from 8:00 AM to 5:00 PM (local time), Monday to Friday, excluding statutory holidays;

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- (iv) 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;
 - (v) 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;

7.0 TERM OF AGREEMENT

7.1 The term of this Agreement will commence on the date first written above and will come to an end on December 31, 2018.

7.2 **Early Renewal Option.** The Town will be offered an early renewal option and DataFix will provide an Agreement to the Town during the first quarter of 2019.

8.0 CONTRACT PRICE

8.1 In consideration for the Services and other obligations to be performed by DataFix under this Agreement, the Town will pay DataFix a fee of \$6,000 not including applicable taxes (the "Contract Price").

The Contract Price will include the following:

- (a) Voter List Management Services

8.2 The Contract Price will be paid by the Town to DataFix as follows:

- (a) \$1,500 plus applicable taxes will be paid by the Town on the signing of this Agreement;
- (b) \$1,500 plus applicable taxes will be paid by the Town in February 2016;
- (c) \$1,500 plus applicable taxes will be paid by the Town in January 2017;
- (d) \$1,500 plus applicable taxes will be paid by the Town in January 2018

Note: DataFix will send an invoice to the Town for each of the required payment

9.0 RELEASE AND INDEMNIFICATION

9.1 DataFix hereby agrees to indemnify and save harmless the Town from and against any losses, liabilities and expense reasonably incurred by the Town 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.

9.2 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.

10.0 CONFIDENTIALITY

10.1 The confidentiality obligations set out in this Section 10.0 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 the other security and privacy obligations set out in this Agreement.

- 10.2 In the course of or for the purpose of performing the services contemplated in this Agreement, DataFix will obtain or have access to information, including but not limited to the Voter Data, other personal information as well as possibly business information that is confidential to the Town (collectively "Confidential Information"). Confidential Information includes all information, in whatever form, other than:
- (a) information which is in, or becomes part of, the public domain, not due to DataFix's breach of this Agreement or DataFix's actions;
 - (b) information which was previously in DataFix's possession and did not originate from the Town; and
 - (c) information which lawfully becomes available to DataFix from a third party not under an obligation of confidence to the Town regarding such information.
- 10.3 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 Town 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.
- 10.4 DataFix shall return all copies of the Confidential Information to the Town, 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 of the Town for return of the Confidential Information.
- 10.5 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 10.0.
- 10.6 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 personal information.
- 10.7 **Notice of Non-Compliance:** DataFix will immediately notify the Town in writing of any non-compliance or anticipated non-compliance with this Agreement and will further inform the Town of all steps DataFix proposes to take to address and prevent recurrence of such non-compliance or anticipated non-compliance.
- 10.8 This Section shall survive the expiration or earlier termination of this Agreement

11.0 UNAVOIDABLE DELAY


For the purpose of this Agreement, an "Unavoidable Delay" means any circumstance not within the reasonable control of the Party affected. Either party shall not 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, strikes/lockouts, riots, acts of God, war, governmental action, and similar events or circumstances beyond the reasonable control of such Party. If an Unavoidable Delay occurs, DataFix will use its best efforts to resume performance and take all steps reasonably necessary to mitigate the effects of the Unavoidable Delay.

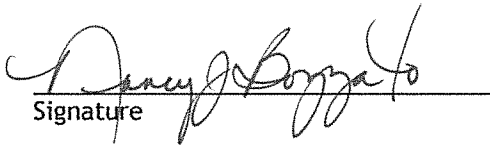
12.0 TERMINATION

- 12.1 The Town 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 Town.

DATAFIX/COMPRINT SYSTEMS INC.

By:  _____
Signature
Hortense Harvey
Print Name
National Director, Client Services
Print Title

TOWN OF PELHAM

By:  _____
Signature
Nancy J. Bozzato
Print Name
Clerk
Print Title