
VOTER LIST MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT (the “Agreement”) made in duplicate, is entered into as of, and is effective as of the (16th day of May 2023) (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, ON M5J 1T1

(hereinafter called “**DataFix**”)

AND:

MUNICIPALITY OF ST.-CHARLES
2 King St E, PO Box 70, St.-Charles ON P0M 2W0

(hereinafter called “**Client**”)

RECITALS:

- A. The Client requires an Election Management System (“**EMS**”) to conduct its municipal election, and desires to engage DataFix to provide the EMS.
- B. DataFix’s proprietary EMS is an internet-based Application with specific capabilities, including but not limited to: (i) provide election 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 (ii) with the capability to provide an electronic copy of all changes to the provincial authority at the end of the electoral event (“**VoterView**”).
- C. The System Requirements and Compatibility of VoterView are described below:
 - i. web-based;
 - ii. support the management of Data throughout the election cycle from receipt of Data to the end of the election;
 - iii. GUI;
 - iv. role-based for the purposes of user permission architecture;
 - v. user-friendly and intuitive;
 - vi. passwords are one-way encrypted;
 - vii. web pages are secured using Transport Layer Security (TLS) 1.2 or higher encryption;
 - viii. optional two-factor authentication using YubiKey hardware devices and the Google Authenticator app.

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- D. This Agreement is intended to identify and confirm the service levels and support technology requirements of VoterView – see Schedule “C”.
 - E. DataFix agrees to provide to the Client, the VoterView Application, services, and support described herein.

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

1.0 DEFINITIONS

1.1 In this Agreement:

- a) **“2026 Event Year”** means the 2026 general elections of municipalities in the Province of Ontario;
- b) **“Additional Services”** means the Services not included in the contract price, and where additional fees are applicable;
- c) **“Application”** means the web-enabled application branded as VoterView that has been architected from the ground up to be secure, scalable, and flexible and is a fully featured EMS;
- d) **“Business Day”** means every day except for Saturdays, Sundays, and statutory holidays in the Province of Ontario;
- e) **“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;
- f) **“Client Users”** means designated persons within the Client’s organization who Client has authorized to use the Application;
- g) **“Confidential Information”** means 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/or their relationship, and shall include without limitation the following:
 - i) Any information concerning this Agreement or any municipal election for which the Services and the Application are provided hereunder;

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- ii) 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;
 - iii) Any information that would be included within the definition of personal information as set out in the FIPPA, or similar legislation; and
 - iv) Data;

Notwithstanding the foregoing, Confidential Information shall not include:

- v) 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;
- vi) information which was previously in DataFix's possession and did not originate from the Client;
- vii) information which lawfully becomes available to DataFix from a third party not under an obligation of confidence to the Client regarding such information;
- h) **"Contract Price"** means the amount ascribed under section 14.1 and payable by the Client to DataFix for the Services;
- i) **"Critical Election Period"** includes advance voting dates together with the Election Day;
- j) **"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;
- k) **"Data"** shall include all information in VoterView including but not limited to:
 - i) a list of names and addresses of eligible voters for an Election or By-Election and provided by the provincial authority to carry out a municipal election; and
 - ii) 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;

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- l) **“Effective Date”** means the date written above;
 - m) **“Election Day”** means the corresponding day for elections for municipal government which are held every four years on the 4th Monday of October. For clarity, the next election is scheduled for 26/10/2026;
 - n) **“eVoting Third Party Integration Fee”** means any customized services required by the Client to support eVoting through an eVoting Service Provider;
 - o) **“Intellectual Property Rights”** means any and all proprietary rights provided under:
 - i) patent law;
 - ii) copyright law (including moral rights);
 - iii) trade-mark law;
 - iv) design patent or industrial design law;
 - v) semi-conductor chip or mask work or integrated circuit topography law; or
 - vi) any other statutory provision or common law principle applicable to this Agreement, including trade secret law,
that may provide a right in either software, hardware, documentation, ideas, formulae, algorithms, concepts, inventions, processes, or know-how generally, or the expression or use of any of the foregoing; and any and all applications, registrations, licenses, sub-licenses, franchises, agreements, or any other evidence of a right in any of the foregoing.
 - p) **“Parties”** means, collectively, the Client and DataFix and **“Party”** means one of them or any of them, as the context requires;
 - q) **“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;

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- r) **“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;
 - s) **“Term”** has the meaning ascribed under section 12.1;
 - t) **“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;
 - u) **“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;
 - v) **“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;
 - w) **“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;
 - x) **“VoterView”** has the meaning ascribed to it in Recital B on page 1 of this Agreement;
 - y) **“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, LICENSE 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 Freedom of Information and Protection of Privacy Act (Ontario), and similar legislation in other Canadian jurisdictions 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.

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- 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 Subject to DataFix's payments from Client being received in accordance with Section 14.0 of this Agreement, DataFix grants to Client and Client Users a limited, non-exclusive, non-transferable, royalty-free (except for fees provided for in this Agreement) license (other than a right to sublicense) to use VoterView, any documentation provided therewith and any upgrades, modifications, updates and additions thereto (the "DataFix Materials") in the manner contemplated in this Agreement.
- 2.5 The Client will have full control for creating and issuing usernames and passwords for Client Users.

3.0 USER MANAGEMENT AND APPLICATION CONFIGURATION

- 3.1 DataFix will provide the Client with an initial account with Administrator-level access to VoterView. With this account, the Client's Administrator can create users and assign the required access levels for the Application.
- 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.
- 3.3 DataFix may from time-to-time change, modify, update, or upgrade the form, nature, requirements, features, functionality or method or manner of operation of VoterView, the Application and the Services. If DataFix does so it shall provide the Client with notice thereof that is no less than the notice it provides thereof to its other customers.

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, emergencies excepted. Interruptions that can be scheduled (i.e., not emergencies) shall be scheduled to minimize their impact on Client 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 without the prior written consent of the Client.
- 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 that have been provided to DataFix, by the Client, in writing. 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 ensure that its employees and contractors are aware of their obligations regarding data security and privacy under this Section 5.0. 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 either Party 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”), such Party will notify the other Party 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.

6.0 CONFIDENTIALITY

6.1 Each Party may use the Confidential Information of the other Party only in the performance of this Agreement, and for no other purpose. Each Party may disclose Confidential Information of the other Party (the “Disclosing Party”) to its affiliates, and to its and its affiliates’ directors, officers, employees, technical personnel, advisors, consultants, service providers, agents, attorneys, reinsurers, and accountants (collectively, “Representatives”) as necessary to carry out this Agreement. Each Party agrees that it will disclose such information only to those of its Representatives with a need to know such information for the purposes described herein and each Party agrees to inform its Representatives of the confidential nature of the Confidential Information, to cause such Representatives to observe the terms of this Agreement, and to be responsible for breach of the obligations by such Representatives. For the avoidance of doubt, Representatives of each Party who do not receive or have access to any Confidential Information hereunder will not be bound by or subject to the terms of this Agreement. In addition, neither Party hereto will send nor make available any Confidential Information to a third party not described under this Agreement without first obtaining prior written approval from the other Party.

6.2 Any Party that is legally requested or required to disclose any of the Confidential Information of the Disclosing Party, whether in connection with a judicial, administrative or regulatory proceeding in which it or a partner, officer, director, employee or affiliate is involved or as requested or required by regulatory authority or otherwise by law, will provide the Disclosing Party with prompt notice prior to disclosing any Confidential Information, unless such notice is prohibited by law or the rules governing the process requiring such disclosure and prior notice will be required only if reasonably practicable, so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, the other Party will furnish only that portion of the Confidential Information of the Disclosing Party that it is advised by legal counsel is legally required to be disclosed and will exercise its commercially reasonable

efforts to obtain reliable assurance, that confidential treatment will be accorded the Confidential Information of the Disclosing Party. Notwithstanding anything to the contrary in this Agreement, in no event shall this Agreement require receiving party to act in contravention of any legal process, regulatory proceeding or from complying with any law or regulation.

- 6.3 Upon termination of this Agreement for any reason, DataFix and Client will each, at its option, promptly destroy or return to the other, upon any written request, any and all Confidential Information relating to the other Party in their possession, or in the possession of any of their affiliates, including any copies, reproductions, summaries, analyses or extracts thereof, whether in written or electronic media; provided, however, that neither Party shall be obligated to return or destroy any such information that may be contained in its electronic back-up systems, and each Party may retain copies of the other's Confidential Information, subject to the confidentiality terms of this Agreement, in accordance with its corporate record retention practices, for legal or regulatory purposes. An officer of the receiving party destroying or returning such Confidential Information shall certify to the Disclosing Party that such return or destruction has taken place, and that all Confidential Information disclosed by Disclosing Party has been so destroyed or returned. Notwithstanding anything in this Section 6.3, certain incidental Confidential Information or information derivative of it that is generated by the DataFix system in the course of performing the Services and that is too embedded within DataFix's data files to be readily extracted under this Section may be retained indefinitely by DataFix provided that DataFix uses that information solely for the internal purpose of operating its systems and generating data analytics for internal use, and provided that DataFix continues to treat such Confidential Information in accordance with the confidentiality provisions of this Agreement.
- 6.4 Subject only to the express provisions of this Agreement, as between the Parties each Party is and will be the exclusive owner of all Confidential Information of said Party and all Intellectual Property Rights therein. The Client agrees that as between the Parties, DataFix owns all Intellectual Property Rights that form part of the Services including, without limitation, VoterView and any DataFix branding used in relation thereto. DataFix agrees that as between the Parties, Client owns all Intellectual Property Rights that form part of a Client Data. This Agreement is not a contract of work for hire for the development of intellectual property, and any updates, modifications, upgrades, or revisions that DataFix makes to the Service, VoterView or any of its technology or other information systems shall, as between the Parties, be the property of DataFix.
- 6.5 The confidentiality obligations set out in this Section 6.0 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 any other security and privacy obligations set out in this Agreement.

6.6 DataFix will not use or reproduce Confidential Information from Client 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 Client Confidential Information to any person, except to only those of its own employees who have a need to know such 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.

6.7 This Section 6.0 shall survive the expiration or earlier termination of this Agreement.

7.0 HOSTING

7.1 DataFix 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.

7.2 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.

7.3 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.

7.4 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;

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- g) access to servers via encrypted means; and
 - h) servers running behind secure firewalls.

8.0 WARRANTIES

8.1 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) DataFix has full right, power, and authority to enter into this Agreement and to perform its obligations under it;
- c) 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;
- d) DataFix is a corporation, duly organized, legally existing, in good standing and has not been dissolved under the laws of the Province of Ontario;
- e) DataFix 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;
- f) 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.

8.2 Each Party additionally warrants to the other Party that it will comply with all applicable laws and regulations, including those related to privacy, that may apply to the activities contemplated herein or in association herewith.

8.3 EXCEPT AS SPECIFICALLY SET FORTH OR REFERENCED IN THIS AGREEMENT, THERE ARE NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF EITHER PARTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER, INCLUDING ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.0 OWNERSHIP OF INFORMATION

- 9.1 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, specifically including VoterView and any modifications and derivatives to it.
- 9.2 *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.
- 9.3 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.
- 9.4 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.

10.0 TRAINING AND SUPPORT

- 10.1 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 and the Online Training Platform;
 - 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.

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- 10.2 **Customized Onsite Training:** DataFix can provide customized on-site training at a rate of \$2,500 per day plus applicable taxes.
- 10.3 **Support:** As part of the Contract Price in this Agreement, DataFix shall provide the following support services to the Client, where issues can be resolved usually within 24 hours.
- a) E-Mail Support shall comprise of e-mail access and response:
 - E-Mail link to DataFix support team at support@voterview.ca
 - b) Telephone Support: Toll-Free (866) 334-3824 or (416) 363-8170 ext. 249.
 - c) DataFix's normal business hours are from 8:00 AM to 5:00 PM (eastern time), Monday to Friday, excluding statutory holidays. DataFix will provide support outside its normal business hours during advance poll dates and Election Day.
 - d) 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.
 - e) DataFix will provide advice and support prior to the advance voting period, with a guaranteed response time of no longer than 60 minutes from receipt of the request by telephone, voicemail, or email.

11.0 ADDITIONAL SERVICES AND CHANGE ORDER REQUEST

- 11.1 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.
- 11.2 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.
- 11.3 Upon receipt of the fully executed Change Order Request, DataFix will be authorized to commence the Change.
- 11.4 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.

12.0 TERM OF AGREEMENT

- 12.1 The term of this Agreement will commence on the date first written above and will come to an end on December 31, 2026. The term of this agreement can be extended upon mutual agreement of both parties; for greater clarity, the Fees are always subject to price review/increase agreeable between DataFix and Client.
- 12.2 Subsequent Agreement/Early Renewal Option. Notwithstanding Section 12.1, in the first quarter of 2027, DataFix, will provide the Client with the option to enter into a new Agreement which will provide continuity of services between this agreement and a new agreement.
- 12.3 During the first quarter of 2027, 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. For clarity, the Client must respond to the early renewal offer by no later than the end of March. In the absence of a response, access to VoterView will be turned off and the data will be deleted.

13.0 DATA DESTRUCTION

- 13.1 Until such time as the Client makes a request in writing to DataFix to delete and destroy the Data, DataFix will continue to store the Client's Data.
- 13.2 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.
- 13.3 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.

14.0 FEE AND PAYMENT TERMS

- 14.1 In consideration for the Services and other obligation to be performed by DataFix under this Agreement, the Client will pay DataFix a fee of **CAD\$3,850**, plus applicable taxes (collectively, the "**Contract Price**"), such Contract Price to be subject to Inflation Adjustment as detailed in Section 14.6.

14.2 The Parties acknowledge and agree that the Contract Price is the payment 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, subject always to additional services which may be required pursuant to Section 11.0.

14.3 The Contract Price includes the following:

(a) **General Election Fee** - The parties agree that the Contract Price for the General Election is the only payment required at this time. The Contract Price will include the following:

- Elector List Management **\$3,850**

(b) **By-Election Fee** Should the Client require a by-election; the Client will pay DataFix a By-Election Support fee, and applicable taxes. By-Election Support Fees (plus applicable taxes) are on a case-by-case basis, with a fee quotation provided at the time of the request for By-Election services.

(c) Additionally, the Client agrees to pay DataFix any additional fees for additional services obtained through the Change Order Request process described in Section 11.0.

14.4 The Client agrees to pay DataFix all fees due and payable to DataFix, including the Contract Price described in Section 14.0, at the times and in the manner as further detailed in this Section 14.0.

a) Where fees are quoted net of tax, any taxes applicable to the provision of such Services shall be added and the Client agrees to pay all sums when due and payable, including applicable taxes.

b) The Contract Price due and payable to DataFix pursuant to section 14.1 follows, and ***DataFix will send an invoice to the Client per the payment schedule below:***

(i) Payment 1 – \$962.50 within 20 days of receipt of a signed Agreement

(ii) Payment 2 – \$962.50 in January 2024

(iii) Payment 3 – \$962.50 in January 2025

(iv) Payment 4 – \$962.50 in January 2026

14.5 NO LATE PAYMENT

- a) Payment term is net 30 days from date of DataFix invoice. Late payment is a default by the Client under this Agreement.
- b) Any fee or portion thereof not paid on the date on which it is payable shall bear interest after the due date at the interest rate of 1.5%, calculated and payable monthly, not in advance, both before and after default, with interest on overdue interest at the aforesaid rate.

14.6 INFLATION ADJUSTMENT

To address the pressures of inflation that could arise leading up to the 2026 Event Year, the Parties acknowledge and agree to the application of a surcharge, plus applicable taxes, to each and every invoice for any events leading up to the 2026 Event Year which surcharge will be a percentage number that is based on the sum of the annual CPI percent increases (as published by Statistics Canada) over the years leading up to the 2026 Event Year to the date of the invoice in question.

15.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

- 15.1 DataFix hereby agrees to indemnify and save harmless the Client, its agents, contractors, and employees from and against any losses, liabilities and expense reasonably incurred by the Client that arise out of 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, contractors, or agents.
- 15.2 Client hereby agrees to indemnify and save harmless DataFix, its directors, officers, agents, contractors, and employees from and against any losses, liabilities and expenses reasonably incurred by DataFix that arise out of a breach by Client of this Agreement (including, without limitation, late payment of amounts due and payable) by Client, or its employees or agents.
- 15.3 Except for any wilful misconduct or gross negligence by one Party, the other Party'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.
- 15.4 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.

15.5 This Section 15.0 will survive the expiration or termination of this Agreement.

16.0 TERMINATION

16.1 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. DataFix may terminate this Agreement if Client is in breach of any term of this Agreement and the breach is not cured within five (5) days of written notice by DataFix.

16.2 The Client may terminate this Agreement immediately if DataFix:

- a) ceases or threatens to cease to carry on business, or takes or threatens to take any action to liquidate its assets, or stops making payments in the usual course of business;
- b) makes or purports to make a general assignment for the benefit of creditors;
- c) shall institute any proceeding under any statute or otherwise relating to insolvency or bankruptcy or should any proceeding under any such statute or otherwise be instituted against DataFix.

16.3 This Agreement may be terminated where the Parties have mutually agreed to terminate this Agreement, in writing signed by both Parties.

17.0 NOTICES

17.1 Any notice or other communication required or permitted to be given by any Party to any other Party shall be in writing and shall be delivered personally or by courier addressed to the Party to which it is to be given as follows:

a) if to the Client:

Attention: Tammy J. Godden
Email: tgodden@stcharlesontario.ca

b) if to DataFix:

40 University Avenue, Suite 1010
Toronto ON M5J 1T1
Attention: Geoff Day
Email: gday@datafix.com
Copy: hharvey@datafix.com

Every such communication personally delivered or couriered shall be deemed to have been given to and received by the addressee on the date of delivery or where such date is not a Business Day, on the next Business Day following the delivery. Every Party may change its filing or delivery address by giving to the other Parties written notice to that effect.

18.0 GENERAL

18.1 Governing Law. 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.

18.2 Independent Contractors. The Parties will perform their obligations under this Agreement as independent contractors. Nothing herein will be construed to place DataFix or Client in a relationship of fiduciaries, principal and agent, partners, or joint venturers, and neither Client nor DataFix will have the power to obligate or bind the other in any manner whatsoever.

18.3 Excusable Delay. A delay in the performance by a Party of any obligation under this Agreement that is caused by an event that is: (i) beyond the reasonable control of the

Party, (ii) could not reasonably have been foreseen by the Party, (iii) could not reasonably have been prevented by means reasonably available to the Party, and (iv) occurred without the fault or neglect of the Party, will be considered an “Excusable Delay” if the delaying Party advises the other Party of the occurrence of the delay or of the likelihood of the delay as soon as the delaying Party becomes aware of it. The delaying Party must also advise the other Party, within 5 days, of all the circumstances relating to the delay and provide to the other Party for approval a clear work around plan explaining in detail the steps that the delaying Party proposes to take in order to minimize the impact of the event causing the delay. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay. However, if an Excusable Delay has continued for 10 days or more, the other Party may, by giving notice in writing to the delaying Party, terminate this Agreement. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay.

- 18.4 No Third-party Beneficiaries. The Parties are the only Parties to this Agreement and no other person has any rights or obligations under it.
- 18.5 Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace the original provision with a valid and enforceable provision that will achieve, to the extent possible, the same purposes of the original provision. The balance of this Agreement shall be enforceable in accordance with its terms.
- 18.6 Remedies Cumulative. Unless otherwise expressly stated herein, the rights and remedies of the Parties hereunder are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.
- 18.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any other understandings and agreements between the Parties with respect thereto, whether written or oral, and whether made prior to or during the Term. There are no representations, warranties, terms, conditions, undertakings, or collateral agreements, express, implied, or statutory, between the Parties other than as expressly set out in this Agreement.

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- 18.8 Consent to Injunctive Relief. Each Party acknowledges that its failure to comply with the provisions of this Agreement relating to Confidential Information, intellectual property and non-solicitation may cause irreparable harm to the other Party which cannot be adequately compensated for in damages, and accordingly acknowledges that the other Party will be entitled to claim, in addition to any other remedies available to it, interlocutory and permanent injunctive relief to restrain any anticipated, present or continuing breach of such provisions. Nothing in this Section will be construed to limit the right of a Party to obtain injunctive relief in any other circumstance in which it may be otherwise entitled to such relief.
- 18.9 Time for Performance. When a Party has a right to performance by the other Party or right to terminate this Agreement as of a particular date, that right may be enforced or exercised notwithstanding any principles of equity, and the Party will be entitled to that performance or to terminate this Agreement on or after such date.
- 18.10 Currency. Except where otherwise expressly provided, all references to currency herein are to the lawful money of Canada.
- 18.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[the remainder of this page left intentionally blank; the next page is the Signature Page.]

COMPRINT SYSTEMS INCORPORATED, operating as "DataFix":

By: _____
Signature

Hortense L. Harvey
Print Name

National Director, Client Services
Print Title

MUNICIPALITY OF ST.-CHARLES:

By: _____
Signature

Tammy J. Godden
Print Name

Clerk
Print Title

By: _____
Signature

Paul Branconnier
Print Name

Mayor
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 11 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. Significant changes to Voter Card or Voter Letter templates (when printed from VoterView)
11. New or modified API calls (OVS)
12. Dashboard Simulations
13. eVoting custom support through third party service providers

SCHEDULE B – CHANGE ORDER REQUEST FORM

CHANGE REQUEST IDENTIFICATION:

MUNICIPALITY NAME:

AND



Requestor Information

CR Number: _____

Requestor Name: _____ Title: _____

Phone Number: _____ E-mail: _____

Signature: _____ Date of Request: _____

Change Information

Priority Level (circle one): Low Moderate High

Desired Implementation Date: _____

Description of Change: <i>Provide a brief overview of the change (requestor)</i>	
Reason(s) for Change Requested: <i>State why this change is required</i> <i>What will be the impact if the change is not implemented? (requestor)</i>	
Please do not use the space below.	
Time Required to implement the Change:	
Cost of the Change:	
Impact on Schedule and Staffing: <i>Identify any impacts on various aspects of the project (i.e.: Schedule; Scope; Cost; Quality)</i>	
Assessment/Comments:	
Recommendations	
<input type="checkbox"/> Approved as Requested	<input type="checkbox"/> Approved with Changes <input type="checkbox"/> Rejected
Name and Title	Signature
Name and Title	Signature
Date:	Date:

Schedule C - SERVICE LEVEL AGREEMENT

- a) The Application will always be normally available except when essential maintenance is required;
- b) During the Critical Election Period, essential maintenance will be performed during off-peak hours, to minimize any disruption to the Service;
- c) 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;
- d) 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;
- e) DataFix will monitor the Application's availability and safeguard against the Application hanging or loss of connectivity to the database;
- f) During the Critical Election Period, 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>

I. DEFINITIONS

Business Days – Monday through Friday, excluding holidays observed by DataFix.

Business Hours – Business Days from 9 am to 5 pm eastern time.

Emergency Maintenance –Urgent patches or fixes that DataFix needs to apply to, or other urgent maintenance activities that DataFix needs to undertake for, the Services that affects Services availability during Business Hours.

Exclusion –Services unavailability due to: (i) circumstances beyond DataFix's reasonable control, including, without limitation, acts of God, acts of government, emergencies, natural disasters, flood, fire, civil unrest, acts of terror, strikes or other labour problems (other than those involving DataFix employees), or any other force majeure event or factors; (ii) any problems caused by systems, hardware or software not provided by DataFix; (iii) interruptions or delays in Services availability resulting from telecommunications or Internet service provider failures outside of DataFix's reasonable control; (iv) access problems resulting from SUBSCRIBER's use of internal, third party or non-DataFix-provided Authorized User authentication mechanisms; (v) any interruption or unavailability resulting from SUBSCRIBER's use of the Services in an unauthorized or unlawful manner; (vi) any problems resulting from SUBSCRIBER's acts, errors or omissions; and/or (vii) any modifications to the Services made by any party other than DataFix.

Scheduled Maintenance –The provision of Services updates, upgrades, or other modifications.

Scheduled Maintenance Window –The window during which Scheduled Maintenance may occur. Such window is anytime outside Business Hours.

II. SYSTEM REQUIREMENTS

The VoterView Application can run on any device that supports the following browsers. DataFix assumes that all necessary software and firmware updates are applied to support the below table. If a vendor ceases development and update support for the software/firmware listed in the table below, DataFix may cease to support it as well.

Browser	Browser Version(s)
Google Chrome™	Most recent fully released version
Mozilla Firefox™	Most recent fully released version
Microsoft Internet Explorer™	Not supported
Microsoft Edge™	Most recent fully released version
Apple Safari™	Most recent fully released version

III. SUPPORT SERVICES

E-Mails sent to the support email address support@voterview.ca will automatically create new support issues in the DataFix tracking system (which is based on JIRA from Atlassian Software Systems). New support issues are placed in the queue and all support personnel are notified.

Telephone

The support team can also be reached via the elections support line. Live support is provided during business hours. In the event all support personnel are occupied, messages can be left, and those messages will automatically trigger a new support issue in the JIRA tracking system. All DataFix support personnel receive notifications as soon as new support requests are received by JIRA, where the assignment of the request is performed.

After Hours Support

Issues during non-Business Hours will be routed and responded to immediately upon the next business day by the DataFix ticket owner.

Pager Duty

The service is used to provide 24-hour support coverage during critical election periods, but the information shared with PagerDuty is limited to phone numbers for DataFix operations personnel and the contents of the alert message. At no point do those alert messages include any sensitive customer or voters' list information

IV. SERVICE LEVEL AGREEMENT

1. Services Availability

DataFix will use commercially reasonable efforts to provide the Minimum Services Availability for the Services. Notwithstanding the foregoing or anything else to the contrary in this Agreement, the Services will not be deemed to be unavailable due to any Exclusion.

2. Maintenance

DataFix will:

- a. perform all Scheduled Maintenance during the Scheduled Maintenance Window;
- b. notify Client at least twenty-four (24) hours prior to any Scheduled Maintenance that may affect Services availability during the Scheduled Maintenance Window;
- c. use commercially reasonable efforts to notify Client as early as possible prior to any Emergency Maintenance, but in any case, at least within one (1) hour after such Emergency Maintenance has begun.