

The Corporation of the Municipality of West Grey

By-law Number 79 - 2017

Being, a By-law to authorize the Mayor and Clerk to enter into an Election Services and Software Licence Agreement between the Municipality of West Grey and Dominion Voting Systems Corporation;

Whereas, the Municipality of West Grey desires to purchase Election Services and obtain a Software Licence required to conduct the 2018 Municipal Elections;

Now therefore, the Council of the Corporation of the Municipality of West Grey hereby enacts as follows:

1. THAT the Mayor and Clerk are hereby authorized to enter into an Election Services and Software Licence Agreement between the Municipality of West Grey and Dominion Voting Systems Corporation, as shown on Schedule "A", attached to and forming part of this by-law.
2. That this By-law shall come into force and take effect upon being passed by Council.

Read a first and second time this 9th day of August, 2017.

Read a third time and finally passed this 9th day of August, 2017.

Kevin Eccles, Mayor

Mark Turner, Clerk

Schedule "A" to By-law Number 79 - 2017

Municipality of



**Election Services and Software Licence Agreement
- Dominion Voting Systems Corporation**

ELECTION SERVICES AND SOFTWARE LICENCE AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS CORPORATION
AND THE MUNICIPALITY of WEST GREY

This Agreement, dated this 9th day of ^{August KLE.} July 2017, ("Effective Date") is made by and between The Municipality of West Grey ("Customer") and Dominion Voting Systems Corporation, a corporation organized under the laws of the Province of Ontario ("Dominion"). This Agreement may refer to Dominion and the Customer together as the "Parties," or may refer to Dominion or the Customer individually as a "Party."

WHEREAS, The Customer desires to purchase Election Services and obtain a Software Licence required to conduct the Election; and

WHEREAS, Dominion develops, sells and/or licenses voting systems and software and provides service related to such systems and software;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the terms and conditions set forth herein, Dominion agrees to licence and/or sell and furnish to Customer the System, including the products and services described more fully below:

1. Composition of Agreement. Exhibits A, B and C are attached and incorporated herein by reference and form a part of this Agreement (the "Agreement"). This Agreement consists of the general terms and conditions contained in the following Sections, together with the listed Exhibits:

Exhibit A: Election Services, Deliverables and Pricing, Payment Summary

Exhibit B: Software Licence Terms and Conditions

Exhibit C: Election Services and Software Licensing Agreement

2. Definitions. For the purposes of this Agreement, the following are defined terms:

2.1. "Election" shall mean the Customer's Advanced voting period which shall take place from October 12th, 2018 8:00am EDT through and including October 22nd, 2018, 8:00pm EDT.

2.2. "Licence Agreement" means the Software Licence Terms and Conditions contained in Exhibit B.

2.3. "Software" means software licensed by Dominion hereunder, in object code form, including all documentation therefore.

2.4. "Third Party Software" means manufacturer supplied software, other software, or firmware owned by third parties, which Dominion may provide

to Customer pursuant to sublicences or end user licence agreements with the owners of such Third Party Software.

3. **Term of Agreement.** The Term of this Agreement shall begin on the Effective Date and shall continue until either the certification of the final official Election results, or 90 days following the close of regular election day (October 22nd, 2018) whichever event occurring last.

4. **Dominion's Responsibilities.** Dominion shall:

4.1. Provide the Customer with the Services described in Exhibit A.

4.2. Grant to the Customer a non-exclusive, non-transferable, licence ("Licence") to use the Software provided by Dominion pursuant to Section 6 of this Agreement and Exhibit B attached hereto.

4.3. Dominion shall designate a project manager to oversee the general operations of the project. The project manager shall be responsible for arranging all meetings, visits and consultations between the parties and for all administrative matters such as invoices, payments and amendments. The project manager shall communicate with the Customer as to the status of information, procedures and progress on the tasks as set out in this Agreement and to advise the Customer forthwith upon the occurrence of any material change in such plans.

5. **Customer's Payment Responsibilities.** Customer shall:

5.1. Customer shall pay Invoices in a timely manner as defined in Exhibit A.

5.2. Perform other obligations as described in this Agreement, including but not limited to those identified in this Section 5 and Exhibit A.

5.3. Customer shall designate a project manager to oversee the general operations of the project. The project manager shall be responsible for arranging all meetings, visits and consultations between the parties and for all administrative matters such as invoices, payments and amendments. The project manager shall communicate with Dominion as to the status of information, procedures and progress on the tasks as set out in this Agreement and to advise Dominion forthwith upon the occurrence of any material change in such plans.

6. **Software Licence and Use.**

6.1. Licence. Upon mutual execution of this Agreement, Dominion grants to the Customer, and the Customer accepts a non-exclusive, non-transferable, licence ("Licence") to use the Software provided by Dominion subject to the terms and conditions of this Agreement and of all applicable Licence Terms and Conditions, including those contained in Exhibit B.

6.2. Third Party Software. The System may include Third Party Software, the use of which is subject to the terms and conditions imposed by the owners of such Third Party Software. Customer consents to the terms and conditions of the third party Licence Agreements by Customer's first use of the System. The use of Third Party Software will not increase or reduce the pricing disclosed in Exhibit A, Article 4.

7. **Warranties.** Except for warranties expressly set forth in the software licence terms and conditions attached hereto as exhibit b, Dominion disclaims all other representations and warranties, whether written, oral, express, implied or statutory, including any warranty of merchantability or fitness for a particular purpose and any warranty based on a course of dealing, course of performance or usage of trade.
8. **Indemnification.** Each Party shall indemnify and hold harmless the other Party from third party claims arising from, or alleged to arise from, the negligence or deliberate misconduct of a Party in the course of performing under this Agreement. This indemnity extends solely to claims and lawsuits for personal injury, death, or destruction of tangible personal property. In addition, Customer shall indemnify and hold harmless Dominion from any third party claims arising from, or alleged to arise from, Customer's failure to operate properly the System licensed, sold and/or leased under this Agreement, in the manner so designated by Dominion.
9. **Liquidated Damages.** Dominion shall not be liable for liquidated damages of any kind whatsoever.
10. **Limitation of Liability.** Dominion's total aggregate liability for any loss, damage, costs or expenses under or in connection with this Agreement, howsoever arising, including without limitation, loss, damage, costs or expenses caused by breach of contract, negligence, strict liability, breach of statutory or any other duty shall in no circumstances exceed the total dollar amount of the Agreement. Neither party shall be liable for any loss of profits, loss of business, loss of data, loss of use or any other indirect, incidental, special or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in contract, negligence or other tort, even if the parties or their representatives have been advised of the possibility of such damages.
11. **Confidential Information.**
 - 11.1. For purposes of this Agreement, confidential information ("Confidential Information") is defined as those materials, documents, data, and technical information, specifications, business information, customer information, or other information that the disclosing Party maintains as trade secrets or confidential and which are disclosed to a receiving Party in tangible form conspicuously marked as "confidential," or with words having similar meaning or which are expressly identified in this Subsection 11.1. Confidential Information includes all Software source and object code and

written documentation associated therewith.

- 11.2. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations, and shall disclose it therein only on a need to know basis.
 - 11.3. Neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court.
 - 11.4. Each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information.
 - 11.5. The parties understand and agree that Customer is a public agency that is subject to the mandatory disclosure provisions of Public Records Laws. Therefore, any covenant of confidentiality given by the Customer shall be governed by the provisions and limitations of applicable Public Records Statutes.
 - 11.6. The terms and conditions of the Mutual Nondisclosure and Confidentiality Agreement shown in Exhibit C form part of this Agreement.
12. **Assignment and Right to Subcontract.** Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party.
 13. **Governing Law.** This Agreement will be construed under the laws of the Province of Ontario, and the state and federal courts within the Province of Ontario have non-exclusive jurisdiction for all actions to enforce this Agreement.
 14. **Survival.** The provisions of Sections and Subsections 1, 2, 3, 7, 8, 9, 10, 11, 13, 14, 16, and 18 shall survive the expiration or termination of this Agreement.
 15. **Force Majeure.** Should any circumstances beyond the control of Dominion or Customer occur that delay or render impossible the performance of any obligation due under this Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension, or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, accidents; war, acts of terrorism; acts of God; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Dominion and Customer. Dominion shall not be liable under this Agreement for any loss or damage to the Customer due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use their best efforts to minimize the adverse consequences of any such circumstances.

This Section shall not operate to excuse any Party from paying amounts that are owed pursuant to this Agreement.

- 16. Legality and Severability.** This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the parties as set forth herein to the fullest extent permitted by law.
- 17. Termination for Default.** In the event either Party violates any provisions of this Agreement, the injured Party may serve written notice upon the violating Party identifying the violation and a providing a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least ten (10) days. In the event the violating Party has not remedied the infraction at the end of the cure period, the injured Party may serve written notice upon the violating Party of its intent to terminate, and seek legal remedies for breach of contract as allowed hereunder. If the breach identified in the notice cannot be completely cured within the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.
- 18. Waiver.** Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any provisions of this Agreement.
- 19. Notices.** All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when personally delivered or by nationally recognized overnight carrier or mailed, certified or registered mail, return receipt requested, addressed to the intended recipient as follows:

If to the Dominion:

Dominion Voting Systems Corporation
Office of General Counsel
215 Spadina Ave.
Toronto, ON, M5T2C7

If to the Customer:
The Municipality of West Grey
402813 Grey Rd 4
Durham, ON
N0G 1R0

20. **No Third Party Beneficiaries.** Dominion and the Customer agree that this Agreement is for the benefit of the parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries of this Agreement or any part or specific provision of this Agreement, and no third party shall have any right to enforce this Agreement or any provision hereof.
21. **Entire Agreement.** This Agreement and its Exhibits incorporated herein by reference constitute the entire agreement, understanding and representations between Dominion and the Customer, and supersede and replace all prior agreements, written or oral. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both the Customer and Dominion, and incorporated as an Addendum hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

~~DOMINION VOTING SYSTEMS CORPORATION~~



AUTHORIZED SIGNATURE

IAN MACVICAR

PRINTED NAME

Executive Chairman + CFO

TITLE

August 15, 2017

DATE

THE MUNICIPALITY OF WEST GREY



AUTHORIZED SIGNATURE

Ken Eidos (Mayor)

MARK TURNER

DIRECTOR OF COUNCIL AND INFORMATION SERVICES/CLERK

August 9, 2017

DATE

EXHIBIT A
ELECTION SERVICES AND SOFTWARE LICENCE AGREEMENT

ELECTION SERVICES, DELIVERABLES AND PRICING, PAYMENT SUMMARY

1. Services to be provided by Dominion. Dominion shall provide the following "Services" to the Customer in support of the Customer Election.
 - 1.1. Specifications. The Services must include licensing the use of an integrated Internet and Telephone Voting (the "System") which meet the following specifications:
 - a. Provide a means of voting for selection various Municipal Offices within the Municipality of West Grey.
 - b. The System must support and allow eligible electors (hereinafter "Electors") to vote in for the races defined by the Electors record include Mayor, Deputy Mayor, Councillors and School Boards representatives, (or others as defined by the Municipal Election Officials) including system setup, configuration and ballot creation.
 - c. The System must support functionality for assisting Electors with disabilities. This functionality must be equal to or exceed Level A of the Web Content Accessibility Guidelines 2.0. The system shall meet the minimum requirements of the Accessibility for Ontarians with Disabilities Act (AODA), where applicable.
 - d. The System must be programmed to perform voting in accordance with the Election laws of the Province of Ontario and by-laws of the Municipality of West Grey.
 - e. System shall provide a standard Voter Strike Off report.
 - f. The return address for Customer Election post shall be:

NO VKE
Durham Office of the Clerk of the Municipality of West Grey
402813 Grey County Rd 4
West Grey, ON
N0G 1R0
 - 1.2. Election Dates. The Services provided by Dominion shall be in support of the Customer Election which shall occur from October 12th, 2018 through and including Oct 22nd, 2018.
 - 1.3. Data. Dominion shall provide the complete integrated database to record voting from the System and convey results to the Customer in the format mutually agreed to by the Parties for the reporting of voting results.
 - 1.4. Hosted. Dominion shall provide to the Customer the following hosted solutions as specifically described in this Section 1.4 of Exhibit A:
 - a. Provide the use of Dominion licensed Software as part of the System, including the configuration to meet requirements within the Municipal Elections Act of Ontario, and the by-laws of the

Municipality of West Grey.

- b. Host the System Software on Dominion Hardware. The hardware infrastructure shall be comprised of the following components:
 - b.1. Maintenance of two co-locations.
 - b.2. All equipment maintains dual power supplies.
- c. Provide the Election web site for electors to access the on-line voting application and the information related to on-line voting.
- d. Provide a "Voter Credentials" in the form and manner as defined during the project definition phase.

1.5 Training and support. Provide one Unit of Customer employee training for administrative use of the software by elections officials as well as the following support during the Election:

- a. Provide training to the Customer "help desk" which will provide support to Electors and Customer staff. Dominion shall consult with the Customer to provide a system capable of handling the minimum number of calls per minute, as is specified by Dominion, based on the number of Electors.
- b. Provide Internet help guides for elector.
- c. Ensure that the voting instructions are available on the System during any testing and during the Election period.
- d. Second level technical and help desk support is provided by Dominion Voting to assist the Municipality of West Grey with service requests that cannot be handled by the Municipal helpdesk at no additional charge.

1.6 Election Central – Election Central for the Customer Election shall be at a location designated by the Municipality of West Grey.

2. Dominion deliverables in support of the Services. The following are Dominion deliverables for the System implementation. A full project management plan will be the result of the project kickoff meeting between the Customer and Dominion Voting Project Manager. Specific deliverables and associated dates will be defined and used to generate the project management plan and critical path deliverables from both Dominion Voting and the Customer.

Services Fee Includes

In addition to the services listed in the table Dominion voting provides the Project Management services as described in the project management section included with this quote.

#	BASE FEE SERVICES INCLUDED	DESCRIPTION	NOT INCLUDED
1	Internet/Telephone voting channels	Provides the voter with access to internet voting capability. Includes all activities associated with the setup for electronic voting; appropriate bandwidth; website registration assignment of a Toll Free phone number for voting.	Voter equipment/hardware; equipment and internet connections within the Municipality.
2	Election event system setup	All activity associated with configuring the election are included in the base service. This includes activities such as: Internet ballot configuration, secure ID and password management; configuring and loading races (i.e. type of race, sequence and presentation display).	
3	Customization of voter instructions	Creation of the voter instructions letter template; used to produce the voter instruction letters that will be mailed to all voters on the final list of electors, providing specific instructions on how to successfully use the electronic voting process.	
4	Customized welcome webpage	Generation of a customized webpage and voting address (URL)	
5	Election Official(s) management tools	The Municipality of West Grey Elections Officials will have a secure login which that provides for an up-to-the-minute view of critical election data, required for the administration of the election.	Equipment or hardware used by the Election Official, standard PC with internet access is required, existing hardware and access would be sufficient.
6	Auditor control & management tools	The Auditor will have a secure login capability to audit the various processes as determined by the Election Officials. The auditor will have the ability to provide Logic and Accuracy test.	Equipment or hardware used by the Auditor. A standard PC with internet access is required.
8	Support module for Voter's Help Line	The Municipality of West Grey Voter Help line workers will have secure login access to the Help Desk application. Help Agents will be able to assist voters that may require help finding they voter credentials or accessing the voting system. Dominion will assist the Municipality in creation of a Help Desk protocol.	

#	BASE FEE SERVICES INCLUDED	DESCRIPTION	NOT INCLUDED
10	Reporting	A series of reports are available both during and after the election. These include election vote results, audit reports, participation rate reports etc.	
11	Election Implementation Team, including project management, configuration and deployment specialists.	An experienced Internet Voting deployment team led by the Project Manager, who assists with all aspects of the configuration and deployment of the voting.	

3. Customer Deliverables. The following are the Customer deliverables for the System implementation and projected deliverable dates:

Summary	Description
Branding Guidelines	Customer shall provide Dominion with branding guidelines for website styling and report formats.
Ballot Proof Approval	Customer shall review and approve the System ballot proofs provided by Dominion.
List of Eligible Electors	Customer shall provide the list of Eligible Electors for the Municipality once the final list of Electors is made available.
Voter Letter Final Approval	Customer shall provide Dominion with final approved Voter Letter artwork.
Recount Procedures	Customer shall develop and document recount procedures.
Logic and Accuracy Testing	Customer is responsible for performing Logic and Accuracy testing to the System. The Customer can choose to have an auditor present for this testing stage.
Acceptance Testing Approval	Customer shall perform Logic and Accuracy testing on final System and provide Dominion with final acceptance documentation.

4. Pricing and Payment for Services. For the Services and licensed Software provided by Dominion to the Customer, the Customer shall pay \$1.65 for every Elector as defined herein (hereinafter the "Election Pricing"), this is based on an approximate 11,400 eligible electors, the final price will depend on the actual number of Electors on the final list of Electors. The following payment schedule is based on 11,400 Eligible Electors:

4.1. Payment 1 – \$5,643.00 equal to 30% on the January 15th, 2018. Plus applicable taxes.

- 4.2. Payment 2 – \$7,524.00 equal to 40% on close of nominations. Plus applicable taxes
 - 4.3. Payment 3 – Equal to outstand balance based on the final list of eligible electors, due upon release of final official audited results. Payment 3 includes all outstand fees. Plus applicable taxes.
 - 4.4. If no election is held within the Municipality, a payment of \$5,643.00 equal to 30% of the total service fee is required. Plus applicable taxes.
 - 4.5. Canada Postal fees and letter printing fees are due at the time of production and must be paid prior the mail out of the voter instruction letters and are not included in the above payment schedule. Plus applicable taxes.
5. Additional Services and Change Order. Customer may at any time, by written request, propose changes within the general scope of the Services described in this Agreement ("Change Order"). Any such requested Change Order shall be subject to the change order process more particularly described in this Section 5. The parties acknowledge that the intent of the Change Order process is to provide an equitable adjustment in the Services and upon acceptance according to the Change Order process, this Agreement is modified accordingly.
- 5.1 Customer may submit to Dominion a Change Order request from time to time during the Term. Not more than one (1) business day from the date of such Change Order, Dominion shall complete and return to Customer a proposed Change Order, which shall contain a written cost estimate of such requested change, a complete itemization of all costs, the proposed adjustment in the Agreement price, if any, and any impact on the Services requirements applicable thereto. Dominion shall not be reimbursed for the costs or expenses incurred by it to prepare estimates relating to a proposed Change Order. Customer shall endeavor reasonably to notify Dominion whether to proceed with the Change Order within one (1) business day following the Customer's receipt of Dominion's written estimate. If Customer approves the Change Order in accordance with the foregoing, evidenced by the execution of the applicable Change Order request by Customer's Project Manager and Executive Director, Dominion shall perform the Services as described in such Change Order and any adjustment to the pricing approved in the Change Order shall become effective as of the effective date thereof. Customer assumes no obligation to pay for changes performed without prior written approval in accordance with the Municipality of West Grey.
 - 5.2 For any additional services provided outside the Services defined in this Agreement, Dominion shall invoice the Customer in the following amounts. The Customer shall pay invoices within fifteen (15) days after the Customer's receipt of the invoice.

- a. Technical Staff: Junior software developer: \$2500 per day
- b. Technical Staff: Senior software developer: \$4000 per day
- c. Technical Staff: Senior Product Manager: \$4000 per day
- d. General Project Management Staff: \$2500 per day
- e. Help Desk Support Resource: \$45 per hour

EXHIBIT B
ELECTION SERVICES AND SOFTWARE LICENCE AGREEMENT

Software Licence Terms and Conditions

1. Definitions.

- 1.1. "Party" or "Parties" Licencor and Licencee may hereinafter be referred to individually as a Party and collectively as the Parties.
- 1.2. "Software" means software and firmware licensed by Licencor hereunder, in object code form, including all documentation therefore.
- 1.3. "Specifications" means descriptions and data regarding the features, functions and performance of the Software, as set forth in user manuals or other applicable documentation provided by Licencor.
- 1.4. "Third-Party Products" means any software or hardware obtained from third-party manufacturers or distributors and provided by Licencor hereunder.

2. Licence Terms.

- 2.1. Licence to Software. Subject to the terms of this Agreement, Licencor grants Licencee a non-exclusive, non-transferrable licence to use the Software solely for the Licencee's own internal business purposes and solely in conjunction with the Software and hardware. This Licence shall only be effective during the Term and cannot be transferred or sublicensed. This Licence includes the types and numbers of copies specified in Schedule A of the Software identified therein.
- 2.2. Third-Party Products. Subject to the terms of this Agreement and when applicable, Licencor agrees to sublicense any software that constitutes or is contained in Third-Party Products, in object code form only, to Licencee for use during the Term as part of the System for the purposes described in Section 2.1 of this Agreement. This sublicense is conditioned on Licencee's continued compliance with the terms and conditions of the end-user licences contained on or in the media on which such software is provided.
- 2.3. No Other Licences. Other than as expressly set forth in this Agreement, (a) Licencor grants no licences, expressly or by implication, and (b) Licencor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licencor to Licencee or any third party. Without limiting the foregoing sentence, Licencee agrees to use each copy of the Software outlined in Schedule A hereto, with which the copy is supplied, agrees not to use any Software as a service bureau for elections outside the Licencee's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of any Software. The Licencee shall have no power to transfer or grant sub-licences for the Software. Any use of all or any portion of the Software not expressly permitted by the terms of this Agreement is strictly prohibited.

3. Warranties. The following warranties will apply to all Software during the Term.

3.1 Software. Licencor warrants that during the term of this Agreement, the Software will function substantially in accordance with the Specification. If the Licencee believes that the Software is not functioning substantially in accordance with the Specifications, the Licencee shall provide Licencor with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Licencee can reproduce the material failure to Licencor. The Licencee's exclusive remedy under this warranty shall be, at Licencor's sole option (a) return of the Annual Software Licence Fee set forth in Schedule A paid by the Licencee (if any) for the Software, or (b) Licencor shall use reasonable efforts to correct the material failure of the Software. The foregoing warranty shall be void in the event of the Software (i) having been modified by any party other than Licencor or (ii) having been used by the Licencee for purposes other than those for which the Software was designed by Licencor. If Licencor establishes that the reported material failure is not covered by the foregoing warranty, the Licencee shall be responsible for the costs of Licencor's investigative and remedial work at Licencor's then current rates.

3.2 Third-Party Products. The warranties in this Sections 6 do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licencor shall pass through to Licencee all warranties such manufacturers make to Licencor regarding the operation of such Third-Party Products.

3.3 NO OTHER WARRANTIES. DOMINION DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

4. Prohibited Acts. The Licencee shall not, without the prior written permission of Licencor:

4.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;

4.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;

4.3. Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;

4.4. Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software.

EXHIBIT C
ELECTION SERVICES AND SOFTWARE LICENCE AGREEMENT

MUTUAL NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made as of the 12th, day of July, 2017 (the "Effective Date") by and between Dominion Voting Systems Corporation, having its principal office at 215 Spadina Avenue, Suite 200, Toronto, ON, M5T 2C7 ("Dominion") and The Municipality of West Grey, 402813 Grey Rd, RR 2, Durham Ontario N0G 1R0 ("Party B").

WHEREAS Dominion and Party B (each referred to as "Party" and collectively referred to herein as the "Parties") propose to have business and/or technical discussions or negotiations, or other prospective business arrangement ("Project"), and anticipate that the Project will involve disclosures by both Parties of confidential and proprietary information as defined below ("Confidential Information").

WHEREAS the information to be exchanged relates to the business and products of both Parties, all of which consist of proprietary and non-public information, the confidential nature of which each Party desires to maintain.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. CONFIDENTIAL INFORMATION.

The term "Confidential Information" shall mean any and all information disclosed to the receiving party by the disclosing party or its representatives (including information or data received by the disclosing party from a third party and as to which the disclosing party has confidentiality obligations), that is (a) marked or designated by the disclosing party as "confidential" or "proprietary;" (b) disclosed orally or visually provided that such information is identified at the time of such disclosure as proprietary or confidential; or (c) known to the receiving party, or should be known to a reasonable person given the facts and circumstances of the disclosure, as being treated as confidential or proprietary by the disclosing party.

2. CONFIDENTIALITY OBLIGATIONS.

2.1 Duty to Hold in Confidence. Receiving Party agrees that it will preserve in strict confidence and secure against accidental loss any Confidential Information disclosed by disclosing Party to receiving Party, and will otherwise comply with the terms of this Agreement. In preserving disclosing Party's Confidential Information, receiving Party will use the same standard of care it would use to secure and safeguard its own confidential information of similar importance, but in no event less than reasonable care. Receiving Party shall secure and safeguard any and all information, documents, items of work-in-process and other tangible materials that embody Confidential Information of disclosing Party in locked files or areas providing restricted access to prevent unauthorized disclosure. Any permitted reproduction of disclosing Party's Confidential Information shall contain all confidential or proprietary legends which appear on

the original. Receiving Party shall immediately notify disclosing Party in the event of any loss or unauthorized disclosure of Confidential Information.

2.2 Duty not to reverse engineer. Receiving Party agrees not to reverse engineer Confidential Information consisting of tangible material provided by the other pursuant to this Agreement, and to return such material to disclosing Party (at a time governed by Section 4 hereof) substantially in the same condition it was received.

3. PERMITTED DISCLOSURES. Receiving Party shall permit access to disclosing Party's Confidential Information solely to its employees, contractors, subsidiaries, Affiliates and parent who:

(a) have a need to know such information; and

(b) are bound by confidentiality obligations at least as restrictive as those contained herein. Receiving Party shall not disclose or transfer any Confidential Information to third parties, without the specific prior written approval of disclosing Party. Specifically, receiving Party shall not disclose any Confidential Information, including samples or other tangible items, in advertising, product displays or trade shows, without the specific prior written approval of disclosing Party. Further, receiving Party shall use disclosing Party's Confidential Information disclosed hereunder solely for the purposes of the Project.

Affiliate of a party means any entity that controls, is controlled by, or is under common control with that party, where "control" means ownership or control, direct or indirect, of more than fifty percent (50%) of the stock or other equity interest entitled to vote for the election of directors or equivalent governing body.

4. OBLIGATION TO RETURN CONFIDENTIAL INFORMATION. Receiving Party acknowledges that disclosing Party retains ownership of all Confidential Information disclosed or made available to receiving Party. Accordingly, within thirty (30) days of termination of discussions or upon any termination, cancellation or expiration of this Agreement, or upon disclosing Party's request for any reason, receiving Party shall return to disclosing Party the originals and all copies (without retention of any copy) of any written documents, tools, materials or other tangible items containing or embodying Confidential Information.

5. NO REPRESENTATIONS OR WARRANTIES.

ALL CONFIDENTIAL INFORMATION IS PROVIDED STRICTLY "AS-IS" WITH NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, MADE WITH RESPECT TO THE CONFIDENTIAL INFORMATION INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE RECEIVING PARTY ASSUMES THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, AND PERFORMANCE OF THE CONFIDENTIAL INFORMATION OF THE DISCLOSING PARTY, AND ASSUMES ANY AND ALL RISK AND LIABILITY FOR ANY ACTIONS TAKEN BY RECEIVING PARTY ON THE BASIS OF ITS ANALYSIS OR OTHER USE OF THE CONFIDENTIAL INFORMATION, AND THE RECEIVING PARTY ACKNOWLEDGES THAT THE DISCLOSING PARTY SHALL HAVE NO RESPONSIBILITY OR LIABILITY AS A RESULT OF RECEIVING PARTY'S USE OF THE CONFIDENTIAL INFORMATION.

6. EXCLUSIONS. This Agreement shall not apply to information to which receiving Party can establish that:

- (a) receiving Party rightfully possessed such information prior to its first receipt thereof from disclosing Party, as shown by files of receiving Party in existence at the time of the disclosure;
- (b) such information is publicly known or, through no wrongful act or failure to act by receiving Party, becomes publicly known;
- (c) the information is hereafter furnished to receiving Party by a third party who is not in breach of an obligation of confidentiality;
- (d) employees or other agents of receiving Party who have not been exposed to the Confidential Information independently developed such information without reference to or reliance upon disclosing Party's Confidential Information; or
- (e) receiving Party is required by governmental entity or court order to disclose such information, provided that receiving Party shall promptly provide disclosing Party advance notice thereof to enable disclosing Party the opportunity to seek an appropriate protective order.

7. NO GRANT OF PROPERTY RIGHTS. Receiving Party recognizes and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any disclosing Party Confidential Information disclosed pursuant to this Agreement, or to any invention or any patent right that has issued or that may issue based on such Confidential Information.

8. NO COMMITMENT TO DO BUSINESS. This Agreement does not bind, nor shall it be construed as binding, disclosing Party to conduct any specific business with receiving Party. Any agreement by disclosing Party to buy, sell, develop, produce, manufacture, test or otherwise deal in products or services of receiving Party shall be by separate written agreement. However, to the extent that the parties proceed to do business together without executing a new confidentiality agreement for that purpose, receiving Party shall continue to comply with the terms of this Agreement with respect to any Confidential Information disclosed by disclosing Party to receiving Party prior to and during the course of that business relationship. This Agreement does not create and shall not be interpreted to create, any partnership, joint venture or agency relationship between the Parties.

9. GOVERNING LAW; JURISDICTION; ETC. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Province of Ontario as to all matters, without reference to conflict of laws principles. The Parties hereby consent to the personal and exclusive jurisdiction the courts of the Province of Ontario. Receiving Party acknowledges that improper disclosure, or threatened disclosure, of disclosing Party Confidential Information may cause irreparable harm to disclosing Party. Accordingly, damages caused by a breach of this Agreement may be impossible to calculate and may, therefore, be an inadequate remedy. The Parties agrees that the disclosing Party shall be entitled to seek temporary and permanent injunctive relief against receiving Party and/or its agents for any threatened or actual breach hereof. In addition, the Parties irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario.

10. NO LICENCES. Nothing contained in this Agreement shall be construed as conferring

any rights by implication, estoppel or otherwise, under any intellectual property right, other than the rights expressly granted in this Agreement with respect to Confidential Information.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall supersede any course of dealing, usage of trade, and all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter hereof. There are no understandings, agreements, or representations, expressed or implied, with respect to the subject matter hereof not specified herein.

12. PUBLIC DISCLOSURE. Receiving Party shall not make any press release or other public disclosure regarding this Agreement, the Project or any performance provided hereunder which mentions the disclosing Party or its trademarks without the prior written consent of disclosing Party.

13. NOTICES. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, by telecopy with answer back, by express or overnight mail delivered by a nationally recognized air courier (delivery charges prepaid) or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at their respective addresses set forth in this Agreement or to such other address as the party to whom notice is given may have previously furnished to the other in writing in the manner set forth above. Any notice or communication delivered in person shall be deemed effective on delivery. Any notice or communication sent by telecopy or by air courier shall be deemed effective on the first Business Day following the day on which such notice or communication was sent. Any notice or communication sent by registered or certified mail shall be deemed effective on the third Business Day following the day on which such notice or communication was mailed. As used in this Section, "Business Day" means any day other than a Saturday, a Sunday, or a Canadian or Ontario Statutory holiday.

14. NON ASSIGNABILITY. Parties may not directly or indirectly, in whole or in part, assign or transfer this Agreement, without the prior written consent of both Parties, and any attempted assignment, transfer or delegation without such prior written consent shall be voidable at the sole option of the other Party. Without limiting the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

15. SEVERABILITY. If any term or other provision of this Agreement is determined by a non-appealable decision of a court, administrative agency or binding arbitrator by any court or in any binding arbitration to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

16. AMENDMENT. This Agreement may not be amended, nor may any obligation hereunder be waived, except by a writing signed by both parties hereto.

17. **FAILURE NOT WAIVER; REMEDIES CUMULATIVE.** No failure or delay on the part of either Party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation herein, nor shall any full or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

18. **DESCRIPTIVE HEADINGS.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

19. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, all of which, taken together, shall be considered to be one and the same instrument.

20. **TERM.** This Agreement will remain in effect for one (1) year from the Effective Date except that either party may terminate the Agreement by giving the other party thirty (30) day advance notice of termination, provided that any such termination shall not affect either party's obligation hereunder with respect to information designated in writing as confidential and received by it from the other party prior to the effective date of such termination.

21. **SURVIVAL.** The confidentiality obligations under this Agreement shall survive termination of this Agreement and termination of the Parties' association for a period of five (5) years regardless of the manner of such termination and shall be binding upon both Parties' heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

DOMINION VOTING SYSTEMS CORPORATION

THE MUNICIPALITY OF WEST GREY



AUTHORIZED SIGNATURE



AUTHORIZED SIGNATURE

IAN MACVICAR

MARK TURNER

PRINTED NAME

PRINTED NAME

Executive Chairman / CFO

CLERK

TITLE

TITLE

DATE

August 15, 2017

DATE

AUGUST 9, 2017