

AMENDMENT TO THE VOTER LIST MANAGEMENT SERVICES AGREEMENT

This amending agreement (“**First Amendment**”) is effective as of January 30, 2025 (“**Effective Date**”).

BETWEEN

TOWN OF GODERICH, a municipality incorporated pursuant to the laws of the Province of Ontario (“**Client**”)

- and -

COMPRINT SYSTEMS INCORPORATED, o/a “DataFix”, a corporation incorporated pursuant to the laws of the Province of Ontario (“**DataFix**”)

WHEREAS the Client and DataFix entered into the Voter List Management Services Agreement dated **5th day of May 2023** (the “Services Agreement”);

AND WHEREAS the Client and DataFix desire to amend the Services Agreement to clarify the scope of the definition of “Client Users” such that DataFix’s competitors and Online Voting Service Providers would be restricted from any use of the Application under the Services Agreement;

NOW THEREFORE in consideration of the mutual covenants contained in this First Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Changed language in the Services Agreement:

(a) Paragraph 1.1(f) is deleted in its entirety and replaced with:

“1.1(f) “Client Users” means designated persons within the Client’s organization who Client has authorized to use the Application and, for clarity, shall not include Online Voting Service Providers nor competitors of DataFix.

(b) The following sentence shall be added to the end of Paragraph 2.4:

“For clarity, competitors of DataFix and/or vendors supplying online voting services shall not be permitted Client Users under this Agreement and neither Client nor Client Users shall ever provide access to VoterView to these types of third parties.

2. Change of DataFix Address

DataFix has moved head offices in Toronto, Ontario and this is your notice that pursuant to Section 17.1, DataFix's address is:

1 Toronto St. Suite 214
Toronto, ON M5C 2V6
Attention: Geoff Day
Email: gday@datafix.com
Copy: hharvey@datafix.com

3. Definitions

All capitalized terms used in this First Amendment have the same meaning as in the Services Agreement, unless separately defined in this First Amendment.

4. Interpretation

The Client and DataFix agree that, except for those amendments described in this First Amendment, all terms and conditions contained in the Services Agreement will remain in full force and effect. In the event of a conflict between the terms and conditions of this First Amendment and any terms and conditions of the Services Agreement, this First Amendment will prevail with regard to the subject matter herein.

5. Governing Law

This First Amendment is governed by, construed, and enforced in accordance with the laws of the Province of Ontario and the laws of Canada which may be applicable to a party in the Province of Ontario. Both parties irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

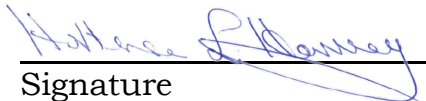
6. Counterparts and Electronic Signatures

The parties agree that this First Amendment may be executed in any number of counterparts, each of which counterpart will be deemed an original hereof, and all the counterparts taken together will constitute one enforceable binding instrument.

The parties further agree that this First Amendment, including any counterparts, may be executed and delivered by email, facsimile or other electronic means and that such electronic signature will have the same force and effect as the original handwritten signature and will be binding on the parties.

IN WITNESS WHEREOF the Client and DataFix have executed this First Amendment as at the date first written at the top of page 1.

COMPRINT SYSTEMS INCORPORATED, operating as "DataFix":

By: 
Signature

Hortense L. Harvey
Print Name

National Director, Client Services
Print Title

TOWN OF GODERICH:

By: _____
Signature

Andrea Fisher
Print Name

Clerk
Print Title