



3400 N. Central Expressway, Suite 300
Richardson, TX 75080
T. 469.291.0300
www.ACTIVEnetwork.com

LETTER AGREEMENT

July 10, 2024

City of Grand Junction
Attn: Scott Hockins
1340 Gunnison Ave.
Grand Junction, CO 81501

Re: Termination of the Products and Services Agreement, between the City of Grand Junction ("Customer") and Active Network, LLC, successor in interest to The Active Network, Inc. ("Active"), entered into on or about March 29, 2013 ("Agreement").

Scott,

This letter agreement ("Letter Agreement") is in regards to the above referenced Agreement. This Letter Agreement shall serve to terminate the Agreement as of July 15, 2024 (the "Termination Date"). Pursuant to this Letter Agreement, Customer agrees to pay Active \$50,000, within ten (10) days of Termination Date, after which neither party shall have any further obligations to the other party to the Agreement.

Each party forever releases, acquits, and discharges the other party, as well as, to the extent applicable, such party's respective officers, managers, employees, agents, administrators, and any parent, subsidiary, or affiliated entity, past, present or future, from any and all claims, demands, costs, contracts liabilities, objections, actions, and causes of action of every nature, whether in law or in equity, or known or unknown, or suspected or unsuspected, which such party ever had or now has or may claim to have against the other party of any type, nature or description including, but not limited to, any such claims, demands, costs, contract liabilities, objections, actions and causes of action which in any way arise out of, are related to, or are connected with the Agreement.

Each party hereby represents and warrants to the other party that (i) no promise or inducement has been offered or made for this Letter Agreement except as set forth herein, that this Letter Agreement is executed without reliance on any statements or any representations not contained herein and this Letter Agreement reflects the entire agreement among the parties; (ii) it will use its best efforts and good faith in carrying out all the terms of this Letter Agreement; (iii) it has not assigned or transferred to any person, firm, association, corporation or other entity, any claim or cause of action arising out of or in connection with any matter, fact, claim or cause of action existing between them as of the date hereof; (iv) this Letter Agreement has been duly executed by them and no further action, approvals or consents are necessary on their part or on the part of any governmental agency or otherwise to make this Letter Agreement valid and binding upon them in accordance with its terms or to enable them to perform this Letter Agreement and their obligations hereunder; and (v) the representations and warranties set forth in this Letter Agreement shall survive the date of this Letter Agreement.

The parties hereto agree that they will refrain from making any representation, statement, comment or any other form of communication (hereinafter collectively referred to as a "representation"), whether written or oral, to any person or entity, including but not limited to the principals, clients, suppliers and competitors of the other, which representation reflects any opinion, judgment, observation or representation of fact, which has the effect or tendency or could have the effect or tendency to disparage, denigrate, criticize or otherwise reflect negatively on the other and/or its products, services, officers, directors, shareholders, employees or investors.

Each party to this Letter Agreement, on behalf of itself, its beneficiaries, executors, administrators, assigns and successors, agrees and promises not to sue or otherwise institute or cause to be instituted any legal or administrative proceedings against the other party and/or the other party's affiliates with respect to any matter arising at any time out of or relating to the Agreement.

Please be aware that in accordance with the Agreement, both parties shall remain subject to provisions which are intended to survive termination of the Agreement, including but not limited to confidentiality.



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Miscellaneous.

(a) **Successors.** This Letter Agreement shall be binding on and inure to the benefit of the parties and their respective representatives, assigns, and successors.

(b) **Counterparts.** This Letter Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(c) **Applicable Law; Venue.** The validity, construction and performance of this Letter Agreement shall be subject to and controlled by the governing law set forth in the Agreement. Any action, suit or other proceeding instituted to remedy, prevent or obtain relief from a breach of this Letter Agreement, arising out of a breach of this Letter Agreement, involving claims within the scope of this Letter Agreement, or pertaining to a declaration of rights under this Letter Agreement, shall be instituted and maintained only in the venue set forth in the Agreement, or in the absence thereof, only in Dallas County, Texas.

(d) **Severability.** If any provision of this Letter Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions not so declared shall nevertheless continue in full force and effect, but shall be construed in a manner so as to effectuate the intent of this Letter Agreement as a whole, notwithstanding such stricken provision or provisions.

(e) **Attorneys' Fees.** In the event suit is brought to enforce or interpret the terms of this Letter Agreement, the prevailing party shall be entitled to receive, in addition to any other relief, reasonable attorneys' fees and costs.

(f) **Entire Agreement.** Except as otherwise expressly set forth herein, this Letter Agreement shall set forth the entire agreement between the parties and supersede, and render null and void, any and all prior agreements, understandings or contracts, whether oral or written, between the parties hereto, and shall constitute the only valid, binding, and enforceable agreement among them, and the parties hereto agree that all continuing and future obligations under the Agreement are terminated upon the effectiveness of this Letter Agreement.

(g) **Modification.** This Letter Agreement may only be changed or modified and any provisions hereof may only be waived by a writing signed by the party against whom enforcement of any waiver, change or modification is sought. This Letter Agreement may be amended only in writing by mutual consent of the parties.

IN WITNESS WHEREOF, this Letter Agreement has been read, understood, and signed by duly authorized officers of Active and Customer.

CUS DocuSigned by:
Ken Sherbenou
By: 13B0EAF622F547B...
Name: Ken Sherbenou
Title: Parks and Recreation Director
Date: /16/2024 | 12:38 PM MDT

ACT DocuSigned by: ;
mike bowman
By: 433B7134FC6E4D1...
Name: mike bowma
Title: Vice President, Client Services
Date: /16/2024 | 1:21 PM PDT