GENERAL TERMS

active NETWORK   **PRODUCTS AND SERVICES AGREEMENT**

CUSTOMER INFORMATION			
ORGANIZATION FULL LEGAL NAME:	City of Grand Junction, CO	**ADDRESS:**	250 N. 5th Street Grand Junction, CO 81501
CONTACT NAME:	Tressa Fisher	**TELEPHONE:**	970-254-3842
EMAIL:	tressaf@gjcity.org	**FAX:**	

OVERVIEW OF AGREEMENT		
This document (the "Agreement") consists of this cover page, the General Terms, and the following Schedules and Exhibits **(check all applicable Schedules)**		
☒	Schedule A:	Hosted Software
☐	Schedule B:	Licensed Software; Support and Maintenance
☒	Schedule C:	Third Party Products
☒	Exhibit 1:	Pricing Form
☒	Exhibit 2:	Services Exhibit
☐	Exhibit 3:	Maintenance Exhibit

<u>**NOTE:**</u>   <u>**If customer is tax exempt, certificate must be provided along with signed contract.**</u>

In consideration of the mutual promises and covenants contained in this Agreement, Customer and TAN hereby agree to be bound by this Agreement. By signing below, Customer acknowledges and confirms that it has read the General Terms and all applicable Schedules and Exhibits and understands that each forms an integral part of this Agreement.

CUSTOMER	**THE ACTIVE NETWORK, INC. ("TAN")**
Signature: _~~Rob Shee~~_	Signature: _~~Josie Donnelly~~_
Name: _Rob Schoeber_	Name: _Josie Donnelly_
Title: _Parks & Recreation Director_	Title: _VP Sales_
Date: _3/29/13_	Date: _3/29/13_

The Active Network, Inc., 10182 Telesis Court, San Diego, California 92121
Telephone: (858) 964-3801, Fax: (858) 964-3978

GENERAL TERMS: TERMS APPLICABLE TO ALL PRODUCTS AND SERVICES

1. INTERPRETATION

1.1 **Definitions.** For the purposes of interpreting this Agreement, the following terms will have the following meanings:

(a) **"Agreement"** means this Products and Services Agreement, inclusive of all applicable Schedules and Exhibits.

(b) **"Concurrent Use"** means use at the same moment in time to access a given server computer (of any kind) owned or controlled by Customer.

(c) **"Customer"** means the legal entity other than TAN entering this Agreement. Customer is a governmental agency, so specific standards are applicable as provided herein.

(d) **"Database Server"** means the single server computer upon which the Enterprise Database is resident.

(e) **"Effective Date"** means the last date set forth on page one of this Agreement.

(f) **"Enterprise Database"** means the MSDE, MS SQL Server, or Oracle database files containing customer data and that are accessed by the Licensed Software.

(g) **"Hosted Software"** means computer code and programs, in executable code form only, including related data files, rules, parameters and documentation, which have been created or licensed by TAN and are identified in the Pricing Form as licensed (or sublicensed) to Customer by TAN in connection with this Agreement, and which reside on TAN's servers and are accessible by Customer's staff or Users via the Internet.

(h) **"Internet Client"** means a remote device capable of using the Internet to access selected Licensed Software on the Internet Server or the Enterprise Database on the Database Server via the Internet Server.

(i) **"Internet Server"** means a single server computer used by Customer which enables access to the Licensed Software by individuals using an Intranet or the Internet, having a minimum configuration as set out in hardware specifications previously described to Customer as applicable to the Licensed Software to be installed and used upon it.

(j) **"IVR Server"** means a single server computer used by Customer for voice-recognition and telephone-based, rather than computer-based, access to the Enterprise Database by Customer's clients, having a minimum configuration as set out in hardware specifications previously described to Customer as applicable to the Licensed Software to be installed and used upon it.

(k) **"Licensed Software"** means computer code and programs, in executable code form only, including related data files, rules, parameters and documentation, which have been created or licensed by TAN and are identified in the Pricing Form as licensed (or sublicensed) to Customer by TAN in connection

with this Agreement, and/or which are in the future provided to Customer by TAN under any circumstances unless provided under a separate licensing agreement.

(l) **"Maintenance"** means the provision of error investigation and repair services as set out in sections 22 through 25, Maintenance Exhibit 3, and the provision of new Versions and Releases in respect of the Licensed Software all as more particularly set out in the Support and Maintenance Handbook.

(m) **"Module"** means a single module element of Licensed Software listed in the Pricing Form.

(n) **"Online Services"** means services, such as Internet registration, that are enabled by Hosted Software and available to the public via the Internet.

(o) **"Other Services"** means Services other than Pre-Agreed Services acquired by Customer under this Agreement or any further Professional Services as provided in an agreed Statement of Work, purchase order, or pricing form.

(p) **"Payment Server"** means a single server computer used by Customer to process electronic payments from its clients, having a minimum configuration as set out in hardware specifications previously described to Customer as applicable to the Licensed Software to be installed and used upon it.

(q) **"Pre-Agreed Services"** means Services which are expressly listed in the Pricing Form as being acquired hereunder by Customer.

(r) **"Pricing Form"** means the itemized pricing form attached as Exhibit 1 to the Agreement listing the Products and Services provided by TAN to the Customer under this Agreement

(s) **"Products"** means all Licensed Software, Hosted Software, Third Party Products, and other products (including documentation) provided to Customer by or on behalf of TAN.

(t) **"Professional Services"** means any and all types of services which TAN provides, to Customer and/or to other customers of TAN, in the course of TAN's business, including but not limited to services relating to the installation, implementation, optimization, administration, training and troubleshooting of computers, computer software including the Licensed Software, computer networks, databases, internet-related equipment and applications, but expressly excludes Support and Maintenance. Professional Services that are not included as part of the Pre-Agreed Services, as defined above, shall be as set forth in any applicable and mutually agreed statement(s) of work (each a "Statement of Work"). Each such Statement of Work shall, upon mutual agreement by the parties, become part of and incorporated by reference into this Agreement.

(u) **"Related Third Party Documentation"** means any end specifications, manuals, instructions, and other materials, and any copies of any of the foregoing, in any medium, related to the Third Party Products and supplied by TAN to Customer with the Third Party Products.

(v) **"Release"** means any release, update, patch, set of revisions, or bug/permanent fix or temporary bypass solution released by TAN to its customers generally during the term of this Agreement, which provides enhancements and/or error corrections to the then-current Version or Release, and where a new Version has been released and no new Release has been released since the release of that Version, that Version will also constitute a Release for the purpose of determining whether Support or Maintenance is available with respect to that Version. New Releases will be denoted by an increase to the version number to the right of the decimal point such as from Release 1.1 to Release 1.2.

(w) **"Services"** means all Professional Services, Support and Maintenance, Online Services, and Other Services provided to Customer by or on behalf of TAN.

(x) **"Software"** means the Licensed Software and the Hosted Software as defined elsewhere in this section.

(y) **"Support"** means the ongoing telephone, email, web-based and dial-in support and problem resolution to assist Customer in the use of the Licensed Software, the Hosted Software, and Other Services and Products of TAN as set out in the Support and Maintenance Handbook.

(z) **"Support and Maintenance Handbook"** means the documents published by TAN setting out the applicable service levels, processes, restrictions, and other particulars of Support and Maintenance provided in respect of the Software and Other Services and Products of TAN, as amended from time to time upon notice to Customer.

(aa) **"Support and Maintenance Start Date"** means, for implementations performed by TAN, the first day of implementation of the Licensed Software or 90 days following the delivery of the Licensed Software, whichever occurs first, and upon delivery of the Licensed Software for implementations being performed by the customer or a 3rd party vendor.

(bb) **"System Utilities"** includes the following: Accounting Processes, Central Login, Log File, Copy Database, Maintain Database, MSDE Tool, Oracle Setup Utility, Query Tool, System Maintenance, Upgrade Database and View Components.

(cc) **"TAN"** means The Active Network as referenced on the first page of this Agreement.

(dd) **"Third Party Products"** means those hardware, firmware and/or software products, provided to TAN by third parties, listed in the Pricing Form, together with all user manuals and other documents accompanying the delivery of the Third Party Products, provided that the Third Party Products shall not include software developed by TAN.

(ee) **"Third Party Products Support"** means assistance to isolate the source of problems and/or to troubleshoot difficulties resulting from sources other than TAN products or services, such as general network support (for example network access, printing, backup & restoration); PC hardware trouble shooting; PC setup, configuration and optimization; network operating system configuration and functionality; basic Microsoft Corporation "Windows" functionality (for example, using File Manager or Explorer), modem configuration & setup; data corruption due to lack of disk space; and loss of supervisor or other password, all as further set out in the Support and Maintenance Handbook.

(ff) **"User"** means a person who accesses and uses any of the Products in any manner whatsoever.

(gg) **"Version"** means a version of the Licensed Software providing a particular functionality, while a new Version of the Licensed Software will provide new/additional functionality and/or improvements to a previous Version. New Versions will be denoted by a change to the version number to the left of the decimal point such as from Version 1.0 to Version 2.0.

(hh) **"Workstation"** means a computer attached to a local or wide-area network (including an Intranet), which accesses the Licensed Software or Enterprise Database.

1.2 **Headings.** The headings contained in this Agreement are inserted for convenience and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

2. CHARGES AND PAYMENTS

2.1 **Taxes and Other Charges.** Customer will pay all shipping & handling costs and, unless exempted by law and unless a valid tax exemption certificate has been provided to TAN prior to invoicing, all applicable sales, use, withholding and excise taxes, and any other assessments against Customer in the nature of taxes, duties or charges however designated on the Services and Products or their license or use, on or resulting from this Agreement, exclusive of taxes based on the net income of TAN. Sales and any other applicable taxes, duties, or any other charges in the nature of taxes and duties are not included unless specifically identified as line items in the Pricing Form.

2.2 **Currency.** Unless otherwise indicated in the Pricing Form, all prices are in the currency of the country in which the Customer is located.

2.3 **Delivery.** Delivery for the Products supplied by TAN under this Agreement will be deemed to have occurred F.O.B. origin, which in the case of Licensed Software and/or Hosted Software will typically be in the form of an email from TAN providing a FTP (i.e. file transfer protocol) downloadable link.

2.4 **Invoices/Payment.** TAN will provide invoices to Customer for all amounts owing by Customer hereunder. Such invoices are to be provided as indicated in the attached Schedules or Pricing Form, and subsequently due within 30 days from the date of invoice. Notwithstanding the foregoing, Customer may in good faith dispute any portion of an invoice provided that Customer provides written details of such dispute to TAN within ten (10) days of receipt of invoice. In the case of such dispute, Customer may withhold payment of the disputed portion of the invoice until resolution of the dispute.

3. CUSTOMER INFORMATION; CONFIDENTIALITY

3.1 **Customer Information.** In order to assist TAN in the successful provision of Services and Products to Customer, Customer shall provide to TAN all information relating to

Customer's organization, technology platforms, systems configurations, and business processes and otherwise relating to Customer as is reasonably requested by TAN from time to time.

3.2 Confidential Information.

(a)   In the performance of or otherwise in connection with this Agreement, one party ("Disclosing Party") may disclose to the other party ("Receiving Party") certain Confidential Information of the Disclosing Party. "Confidential Information" means any information of either party, which is not generally known to the public, whether of a technical, business or other nature (including, but not necessarily limited to: trade secrets, know how, computer program source codes, and information relating to the customers, business plans, promotional and marketing activities, finances and other business affairs of such party); provided that the same is conspicuously marked or otherwise identified as confidential or proprietary information prior to, upon or promptly after receipt by the other party; and provided further that the any software or software application server source code provided by TAN or its licensors shall be deemed to constitute Confidential Information without further designation by TAN. The Receiving Party will treat such Confidential Information as confidential and proprietary of the Disclosing Party and will use such Confidential Information solely for the purposes for which it is provided by the Disclosing Party and will not disclose such Confidential Information to any third party (other than a third party under contract whereby that third party has agreed in writing to keep the Confidential Information confidential).

(b)   Exclusions. The obligations under this paragraph will not apply to any: (i) use or disclosure of any information pursuant to the exercise of the Receiving Party's rights under this Agreement; (ii) information that is now or later becomes publicly available through no fault of the Receiving Party; (iii) information that is obtained by the Receiving Party from a third party authorized to make such disclosure (other than in connection with this Agreement) without any obligation of secrecy or confidentiality; (iv) information that is independently developed by the Receiving Party (e.g., without reference to any Confidential Information); (v) any disclosure required by applicable law (e.g., pursuant to applicable securities laws or legal process), provided that the Receiving Party will use reasonable efforts to give advance notice to and cooperate with the Disclosing Party in connection with any such disclosure; (vi) any disclosure with the consent of the Disclosing Party; and (vii) any disclosure required by applicable law under the Colorado Open Records Act.

4.   WARRANTY

Limited Warranty of Software. TAN warrants that when utilized by Customer in a manner authorized hereunder, the Software will conform to the functional specifications set out in the user documentation accompanying the Software for ninety (90) days from delivery of the Software ("Warranty Period"). Delivery shall be deemed to have occurred upon TAN's email transmission of an FTP link to Customer permitting download of the Software from TAN's designated online site, or where delivered in the form of physical media, F.O.B. origin. TAN's

sole obligation and liability hereunder with respect to any failure to so perform will be to use reasonable efforts to remedy any non-conformity which is reported to TAN in writing by Customer within that Warranty Period. In the event TAN is unable to remedy such non-conformity within a reasonable time using reasonable efforts, a) in respect to the Licensed Software TAN may refund to Customer the license fee pertaining to the Licensed Software, subject to Customer's return of the Licensed Software, and this Agreement will be automatically terminated, or b) in respect to Hosted Software TAN may refund to Customer the fees paid by the Customer to TAN for Services provided to implement the Hosted Software, and this Agreement will be automatically terminated . All warranty service will be performed at service locations designated by TAN. This Limited Warranty is void if failure of the Software has resulted from accident, abuse or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

5.   EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

5.1   **SPECIFIC EXCLUSION OF OTHER WARRANTIES.** THE EXPRESS WARRANTIES SET OUT IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, TAN DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF CUSTOMER OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.

5.2   **RESTRICTIONS ON WARRANTY.** TAN HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN TAN.

5.3   **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS 5.1 AND 5.4, IN NO EVENT WILL TAN BE LIABLE TO CUSTOMER OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

5.4   **LIMITS ON LIABILITY.** IF, FOR ANY REASON, TAN BECOMES LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE

FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

(a) THE AGGREGATE LIABILITY OF TAN TO CUSTOMER AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO TAN AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND

(b) IN ANY CASE CUSTOMER MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST TAN ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN TWO YEARS AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

5.5 **SEPARATE ENFORCEABILITY.** SECTIONS 5.1 THROUGH 5.4 ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

5.6 For the purposes of this Section 5, reference to TAN shall also include its suppliers and licensors.

6. RESTRICTIONS

6.1 **U.S. GOVERNMENT RESTRICTED RIGHTS.** The Products are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) (1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (c) (1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is The Active Network, Inc., 10182 Telesis Court, San Diego, California, United States, 92121.

6.2 **Export Restrictions.** The Products may include encryption software or other encryption technologies that may be controlled for import, export, or purposes under the laws and regulations of the countries and/or territories in which the Products are used ("**Applicable Law**"). Customer may not export, re-export, or assist or facilitate in any manner the export or re-export of, any portion of the Products, as determined by Applicable Law under which the Customer operates: (i) to any country on Canada's Area Control List; (ii) to any country subject to UN Security Council embargo or action; (iii) contrary to Canada's Export Control List Item 5505; (iv) to countries subject to U.S. economic sanctions and embargoes; and (v) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items. Customer hereby represents and covenants that: (i) to the best of Customer's knowledge Customer is eligible to receive the Products under Applicable Law; (ii) Customer will import, export, or re-export the Products to, or use the Products in, any country or territory only in accordance with Applicable Law; and (iii) Customer will ensure that Customer's Users use the Products in accordance with the foregoing restrictions.

6.3 **Third Party Software and Open Source Components.** The Software may contain open source components or other third party software of which the use, modification, and distribution is governed by license terms (including limitations of liability) set out in the applicable documentation (paper or electronic) or read me files.

7. TERMINATION

7.1 **Termination.** This Agreement will terminate:

(a) at the option of either party if the other party materially defaults in the performance or observance of any of its obligations hereunder and fails to remedy the default within thirty (30) days after receiving written notice thereof; and

(b) without limiting (a), at the option of TAN if Customer breaches section 2 of this Agreement, provided that the right of termination will be in addition to all other rights and remedies available to the parties for breach or default by the other.

7.2 **Suspension of Obligations.** If either party should materially default in the performance or observance of any of its obligations hereunder, then, in addition to all other rights and remedies available to the non-defaulting party, the non-defaulting party may suspend performance and observance of any or all its obligations under this Agreement, without liability, until the other party's default is remedied, provided however that this section will not permit Customer to suspend its obligation to make any payments due for Products or Services that are unrelated to any default alleged against TAN.

7.3 **Return of Materials.** In the event of termination of this Agreement for any reason whatsoever, Customer will immediately (i) return to TAN all physical copies of Products delivered by TAN to Customer or otherwise in Customer's possession or control, or (ii) if expressly permitted by TAN, destroy all physical copies of the Products not returned to TAN and delete all electronic copies of the Products from its systems and certify in writing to TAN that such actions have all been completed.

8. AUDIT AND MONITORING RIGHTS

TAN may, upon a minimum of 24 hours written notice to Customer, attend upon Customer's premises and verify that the Products are being used only as permitted hereby. Such inspections shall be limited to a maximum of twice per calendar year, and will be performed only during Customer's regular business hours and conducted in a manner as to minimize, to the extent reasonable, interference with Customer's business. Further, TAN may, using automatic means which do not interfere with the use of the Products by Customer or Users other than as described in this provision, monitor at any time usage of the Products by Customer and or its Users including through monitoring of the number of copies of any particular Module(s) in Concurrent Use.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 **Warranty of Title.** TAN warrants that it has all rights necessary to make the grant of license herein by having all right,

title, and interest in and to the Products (other than Third Party Products) or as licensee of all such rights from the owner thereof.

9.2 Intellectual Property. TAN and its licensors shall retain all right, title, and interest in and to the Products and the results of the Services and to all software, trademarks, service marks, logos, and trade names and other worldwide proprietary rights related thereto ("**Intellectual Property**"). Customer shall use the Intellectual Property only as provided by TAN, and shall not alter the Intellectual Property in any way, or act or permit action in any way that would impair TAN's or its licensors' rights in its Intellectual Property. Customer acknowledges that its use of the Intellectual Property shall not create in Customer or any other person any right, title, or interest in or to such Intellectual Property. Any goodwill accruing from the use of the Intellectual Property shall inure solely to the benefit of TAN or its licensors, as applicable.

9.3 Restrictions. Customer will not any time whether before or after the termination of this Agreement:

(a) reverse engineer, disassemble, or decompile any Products or prepare derivative works thereof;

(b) copy, transfer, display, or use the Products except as expressly authorized in this Agreement or in the applicable documentation;

(c) disclose, furnish, or make accessible to anyone any confidential information received from TAN or make any use thereof other than as expressly permitted under this Agreement, which confidential information is deemed to include the source and executable code of the Software and all related documentation;

(d) contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or intellectual property rights, title, or interest of TAN in and to any Products; or

(e) obliterate, alter, or remove any proprietary or intellectual property notices from the Products in physical or electronic forms.

10. INDEMNIFICATION

(a) Each party (the "**Indemnifying Party**") shall defend, settle, and pay damages (including reasonable attorneys' fees) ("**Damages**") relating to any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("**Claims**") against the other party hereto (the "**Indemnified Party**") to the extent that such Claim is based upon the Indemnifying Party's violation of any applicable law, rule, or regulation.

(b) TAN agrees to defend, settle, and pay Damages to the extent that the Software infringes the intellectual property rights of any third party provided that such Software is used in accordance with this Agreement. If any Claim that TAN is obligated to defend, settle, and pay damages to Customer under this Section 10(b) has occurred or, in TAN's opinion, is likely to occur, TAN may, at its option and expense either (1) obtain for Customer the right to continue to use the applicable Software,

(2) replace or modify the Software so it becomes non-infringing, without materially adversely affecting the Software's specified functionality, or (3) if (1) or (2) are not readily available after using reasonable commercial efforts or, if neither of the foregoing options is commercially reasonable, refund a pro-rata portion of the fees paid by Customer based on its lost use and terminate this Agreement. TAN shall not be obligated to defend, settle, or pay Damages for any Claims solely based on: (x) any Customer or third party intellectual property or software incorporated in or combined with the Software where in the absence of such incorporated or combined item, there would not have been infringement, but excluding any third party software or intellectual property incorporated into the Software at TAN's discretion; (y) Software that has been altered or modified by Customer, by any third party or by TAN at the request of Customer (where TAN had no discretion as to the implementation of modifications to the Software or documentation directed by Customer), where in the absence of such alteration or modification the Software would not be infringing; or (z) use of any version of the Software with respect to which TAN has made available a non-infringing updated, revised or repaired subsequent version or other applicable update, patch or fix.

(c) To the extent authorized by law, Customer agrees to defend, settle, and pay Damages relating to Claims to the extent based on (i) injury or death to a person or damage to property resulting from the participation in an event or activity operated by Customer in connection with the Products and/or Services; (ii) provision, by Customer, of materials, products, information, or services as part of Customer's obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, information, or services are used by TAN in accordance with this Agreement; and/or (iii) brought by a Third Party Beneficiary (defined below) that relate to or arise from Customer's negligence, wrongdoing, or lack of authority to act on behalf of such third party.

(d) **Indemnification Claims Procedure.** Each Party's obligations under this Section are conditioned upon (1) prompt written notice of the existence of a Claim, provided that a failure of prompt notification shall not relieve the Indemnifying Party of liability hereunder except to the extent that defenses to such Claim are materially impaired by such failure of prompt notification; (2) sole control over the defense or settlement of such Claim by the Indemnifying Party; and (3) the provision of assistance by the Indemnified Party at the Indemnifying Party's request to the extent reasonably necessary for the defense of such Claim.

(e) For the purposes of this Section 10, reference to TAN shall also include its suppliers and licensors.

(f) Notwithstanding the foregoing, Customer shall not be bound by the terms of this Section 10 to the extent precluded by applicable law (e.g., sovereign immunity of a governmental entity).

11. GENERAL

11.1 Entire Agreement. This Agreement, including all attachments and referenced schedules, constitutes the complete and exclusive statement of the agreement between TAN and Customer with respect to the subject matter hereof. It supersedes and replaces all oral or written RFPs, proposals, prior agreements, and other prior or contemporaneous communications between the parties concerning the subject matter of this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties, except that TAN may fill future purchase or other orders for further goods or services available under this Agreement and, if TAN does so, the provisions of this Agreement will contain the only commercial terms applicable to such transaction despite such purchase or other order stating otherwise. Any addendum attached hereto shall form an integral part of this Agreement and, in the event of any inconsistency between these General Terms and any addendum, the provisions of the addendum shall prevail. Any 'click-wrap' agreement, terms of use, electronic acceptance or other terms and conditions which attempt to govern the subject matter of this Agreement that either party might be required to acknowledge or accept before entering into this Agreement are of no force and effect as between Customer and TAN and are superseded by this Agreement.

11.2 Force Majeure. Dates or times by which either party is required to perform under this Agreement, excepting the payment of any fees or charges due hereunder, will be postponed automatically to the extent that any party is prevented from meeting them by causes beyond its reasonable control, provided such party promptly notifies the other thereof and makes reasonable efforts to perform.

11.3 Notices. All notices and requests in connection with this Agreement will be given to the respective parties in writing and will be deemed given as of the first business day of the notified party following the day the notice is faxed or sent via overnight courier, providing a hard copy acknowledgment of such successful faxed notice transmission or evidence of such couriering, as applicable, is retained. Notice may also be deposited in the mails, postage pre-paid, certified or registered, return receipt requested, and addressed to the parties as indicated on the face of this Agreement or such other address of which the party gives notice in accordance herewith, and receipt of any such notice will be deemed to be effective as of the third business day following such deposit.

11.4 Governing Law. This Agreement shall be governed by the laws of the State of Colorado, without giving effect to the conflict of laws provisions thereof. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to this Agreement. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Mesa County, Colorado.

11.5 Attorney Fees. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

11.6 Non-Assignability. Neither party may assign its rights or obligations arising out of this Agreement without the other party's prior written consent, except that TAN may assign this Agreement to one of its affiliates or in connection with any sale or security interest involving all or substantially all of its assets or any other transaction in which more than fifty percent of its voting securities are transferred.

11.7 Term and Survival. The term of this Agreement shall commence on the Effective Date set out on the cover page hereof and shall continue as set forth in Sections 18.1 or 25.1, as applicable, or until terminated in accordance with Section 7. Sections 1.1, 5, 7.3, 9.2, 9.3, 10, 11, 29.1, and 29.2 of this Agreement, along with all unpaid payment obligations, will survive termination and expiration of this Agreement.

11.8 No Authority to Bind. Neither party shall incur any obligations for or in the name of the other party, or have the authority to bind or obligate the other party. Neither party shall make, issue or authorize any statements (whether oral or written) in contravention of the foregoing.

11.9 Counterparts. This Agreement may be executed in separate counterparts and delivered by facsimile or such other electronic means as are available to the Parties. Such counterparts taken together shall constitute one and the same original document.

11.10 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions shall remain in full force and effect.

11.11 Cooperative Procurement. Upon consent by TAN, this Agreement may be used for permitted cooperative procurement by any public or municipal body, entity, agency or institution. If so authorized, and in order to forego a related entity RFP or similar competitive bidding process, the Agreement may be extended to such other entities indicated above for the procurement of similar products and/or services provided to Customer herein and at fees in accordance with the Agreement unless separately negotiated between such other entities and TAN. Further related entities participating in a cooperative procurement process shall place their own orders directly with TAN and will fully and independently administer their use of the Agreement to include such contractual obligations as those entities and TAN deem appropriate without direct administration from the original Customer.

SCHEDULE A: TERMS APPLICABLE ONLY TO HOSTED SOFTWARE

12. HOSTED SOFTWARE

12.1 TAN will provide Customer with access to hosted versions of the Products identified in the Pricing Form and associated Online Services, and TAN hereby grants to Customer a limited, non-exclusive, non-transferable license to use the Hosted Software in accordance with the applicable documentation.

12.2 *Intentionally deleted*

12.3 Customer understands that some TAN Products may contain TAN or third party promotions or offers to users and such offers will be made to individuals on an opt-in basis. TAN (and any such third party) shall be responsible for administration and customer service issues on any such offer or promotion.

13. SUPPORT FOR HOSTED SOFTWARE

TAN will, during all periods in respect of which Customer has subscribed for Hosted Software, provide Support to Customer (and, where applicable, directly to users of Customer's own services and products who access the Hosted Software) in accordance with applicable sections of the Support and Maintenance Handbook.

14. LICENSE AND BRANDING

TAN hereby grants to Customer a limited, non-exclusive, non-transferable license to display, reproduce, distribute, and transmit in digital form TAN's name and logo in connection with promotion of the Online Services only in the manner approved of by TAN during the term of this Agreement. Customer hereby grants to TAN a limited non-transferable license to use, display, reproduce, distribute, adapt and transmit in digital or printed form information provided by Customer relating to its organization, including its name, trademarks, service marks and logo, in connection with the implementation and promotion of the Online Services; provided, however, that such use shall be as necessary to TAN's performance under this Agreement. Customer will make reasonable efforts to encourage adoption of the Online Services, including displaying TAN's name and logo or "Powered by TAN" logo, in the form supplied by TAN from time to time and in a manner approved by TAN, acting reasonably, in any medium used by Customer to promote its programs or services to prospective participants.

15. INFORMATION COLLECTION

TAN may collect certain information from individuals as part of a registration process. Customer may login to TAN's data management system to access this information. Customer is responsible for the security of its login information and for the use or misuse of such information by users authorized by Customer to use the Software and Services. Customer will immediately notify TAN in writing if any such users are no longer authorized. Both parties agree to use the collected information in compliance with (i) all applicable laws, rules and regulations, including, without limitation, those governing online privacy and use of credit card data (i.e. using credit card information only for purposes authorized by the cardholder); (ii) applicable Payment Card Industry Data Security Standards; and (iii) TAN's privacy policy as published on its website.

16. FEES FOR HOSTED SOFTWARE

16.1 Transaction fees.

(a) Customer shall pay to TAN the Hosted Software service fees ("Service Charge(s)") as set out in the Pricing Form

(b) In cases where TAN's banking or financial partners or similar service providers impose changes in processing costs payable by TAN, TAN reserves the right to modify Service Charges. TAN shall notify Customer at least ninety (90) days in advance of any such changes. Customer agrees to such changes unless Customer provides TAN with written objection to such charges within thirty (30) days from the date such change is implemented. In the event Customer notifies TAN of its objection to the changes as noted above, Customer's sole remedy shall be to immediately terminate the Agreement as applied to the Hosted Software, subject to payment of any fees due prior to such notice of termination.

(c) TAN will be responsible for collecting all payments processed through the Online Services and all Service Charges assessed by TAN. All payments are Customer's exclusive property and will be sent to Customer twice a month (or as otherwise indicated in the Pricing Form) while Service Charges shall be retained by TAN.

(d) If Customer enters transactions at fee amounts less than those actually charged to Customer's Users, thus reducing or avoiding applicable Service Charges, such action shall constitute a material breach of this Agreement.

(e) TAN shall not be responsible for processing or making any refunds. In the event Customer initiates a refund, a fee may be charged by TAN to Customer as set out in the Pricing Form. TAN may set off against user fees collected by TAN to the amount of any credit card charge backs and associated fees applicable to user transactions and to reimburse itself for any overdue fees owed to TAN by Customer. To the extent that such funds are not available for set off, Customer shall promptly reimburse TAN for any deficiency.

16.2 Subscription fees.

Customer shall pay to TAN the Hosted Software subscription fees ("Subscription Fees") if set out in the Pricing Form and for the term of this Agreement established in Section 18 below. Customer will be invoiced for their first year Subscription Fees upon the first live operational use of the Hosted Software ("Go-Live Date"), with subsequent annual Subscription Fees being invoiced upon each anniversary of Go-Live Date. Payment will be made Net thirty (30) days from invoice date.

17. EXCLUSIVITY FOR HOSTED SOFTWARE

TAN will, during all periods for which Customer has subscribed for Hosted Software, be the sole and exclusive provider to Customer of the Hosted Software and Online Services, or any products or services substantially similar thereto, for the part of Customer's organization utilizing the Hosted Software and Online Services.

18. TERM FOR HOSTED SOFTWARE

Unless otherwise provided in the Pricing Form, TAN shall provide to Customer, and Customer shall license from TAN, the Hosted Software commencing on the Effective Date of this Agreement, and remaining in full force for a period of three (3) years from the Go-Live Date of the Hosted Software (the "Initial Term"), with automatic renewals for three (3) year terms (each a "Renewal Term") thereafter until either party gives written notice to terminate the Hosted Software no less than twelve (12) months prior to the end of the Initial Term or Renewal Term.

GENERAL TERMS

Notwithstanding the foregoing, in the event that Customer does not receive the appropriation or expenditure of sufficient funds to provide for continuation of the Hosted Software or if a law or order is issued in or for any fiscal year during the Term reduces the funds appropriated or authorized in such amount as to preclude Customer from making the payments set forth herein, Customer shall provide TAN with prompt, not to exceed five (5) days', written notice and reasonable documentation of such failure to receive appropriated funds. Upon delivery of such notice, Customer may terminate the Hosted Software without early termination fees or penalty. In addition, upon TAN's receipt of such notice, TAN may immediately terminate the Hosted Software without further obligation to Customer. Notwithstanding anything herein to the contrary, for the period prior to the date of termination, Customer will pay TAN for all services rendered, a prorated amount of all Hosted Software license fees, and all non-cancelable commitments entered into by TAN on behalf of the Customer.

GENERAL TERMS

TAN, the Third Party Products listed in the Pricing Form in the volumes and at the prices described therein.

26.2 Delivery. TAN will ship all or any part of the Third Party Products to Customer as soon as reasonably practicable (or, if the below-described purchase order documentation does not seek immediate shipping, at the time TAN considers reasonable in order to meet the desired delivery date described) after receipt by TAN of a purchase order from Customer specifying the particular Third Party Products sought, the number of such Third Party Products sought, the price payable therefor, and the desired date and location of delivery thereof. Any such purchase order must, at a minimum, reference quantity, description and price.

26.3 Changes by Customer to Delivery Schedule. Following delivery by Customer of any purchase order documentation described in section 26.2, no changes by Customer to the shipment schedule described therein will be permitted unless TAN is notified thereof in writing at least ninety (90) days in advance of the delivery date sought in such purchase order documentation.

26.4 Acceptance of Purchase Orders. Purchase orders delivered by Customer to TAN in respect of Third Party Products are not binding upon TAN until accepted by TAN in writing. In any case, despite any indication to the contrary contained in any such purchase order documentation, no terms or conditions on purchase order documentation issued by Customer, other than the information required by TAN as set forth expressly in this Agreement, will be binding upon TAN, nor will any such terms or conditions modify or supplement this Agreement in any way, notwithstanding the fact that TAN may accept or otherwise approve such purchase orders. TAN reserves the right to refuse any such purchase order for any reason not contrary to this Agreement, including without limitation pricing differences as described in section 27.2.

26.5 Additional Third Party Products. Customer may purchase Third Party Products in addition to those listed in the Pricing Form by issuing additional purchase order documentation as described herein, provided that the supply (or non-supply) of such additional Third Party Products will be subject to this Agreement as though such additional Third Party Products had been included in the Pricing Form on the date of execution of Pricing Form subject to the following:

(a)   the price for such additional Third Party Products is subject to agreement between the parties each in their own absolute discretion, and

(b)   TAN shall have the right to discontinue delivery of such additional Third Party Products upon at least ninety (90) days written notice to Customer without any liability to Customer whatsoever for such discontinuance.

27.   CHARGES AND PAYMENTS

27.1 Prices. The pricing applicable to Third Party Products is as set out in the Pricing Form in the form finally agreed to by the Parties.

27.2 Pricing Variability. Customer acknowledges that:

25.1

SCHEDULE C: TERMS APPLICABLE ONLY TO THIRD PARTY PRODUCTS AND SERVICES

26.   PURCHASE AND SALE; DELIVERY

26.1 Purchase Commitment and Price. TAN hereby agrees to sell to Customer, and Customer hereby agrees to purchase from

(a) the prices described in Pricing Form are applicable for six (6) months after the date of execution hereof, and such prices are based upon Customer taking delivery of the full number of any particular Third Party Product listed in Pricing Form in a single shipment; and

(b) Customer hereby agrees that after the expiry of such initial six-month period or, in case of Customer seeking, in a particular shipment, delivery of less than all of the Third Party Products of a particular type listed Pricing Form, the actual prices may be higher. Prior to shipment of any Third Party Products that would be subject to pricing that differs from that described in the Pricing Form, TAN will notify Customer of any such different pricing and Customer will accept such different pricing, as mutually agreed between Customer and TAN, in writing.

28. SUPPORT FOR THIRD PARTY PRODUCTS

For the purpose of isolating support issues and responsibility in respect of Third Party Products and their interaction with any Products, TAN will provide initial first-tier support, to a maximum of fifteen (15) minutes per support inquiry, for Third Party Products, as further specified in the Support and Maintenance Handbook.

29. PROPRIETARY RIGHTS

29.1 Third Party Proprietary Rights and Indemnity by Customer. Customer acknowledges that any Third Party Products supplied by TAN hereunder are supplied by TAN as a reseller thereof and that the Third Party Products are subject to the intellectual property rights of the various third party developers and/or manufacturers thereof, as applicable, including without limitation copyright, trade secret, trademark, and patent rights. Customer will maintain in confidence and not use or disclose any and all confidential business or technical information connected with any Third Party Product except as specifically permitted by a party having legal control of such rights, and Customer will defend or settle any claim made or any suit or proceeding brought against TAN insofar as such claim,

suit, or proceeding is based on an allegation that any Third Party Product provided to Customer hereunder has been installed, used, or otherwise treated by Customer or any client or customer of Customer in violation of the proprietary rights of any third party or on an allegation that Customer or any client or customer of Customer has disclosed or used any confidential business or technical information connected with any Third Party Product, provided that TAN will notify Customer in writing promptly after the claim, suit, or proceeding is known to TAN and will give Customer such information and assistance as is reasonable in the circumstances. Customer will have sole authority to defend or settle any such claim at Customer's expense. Customer will indemnify and hold TAN harmless from and against any and all such claims and will pay all damages and costs finally agreed to be paid in settlement of such claim, suit or proceeding.

29.2 Third Party Products which are Software. Customer acknowledges that the possession, installation and use of all Third Party Products which are software shall be governed by the terms of the software license(s) of the persons other than TAN who possess the rights to control such possession, installation and use.

30. WARRANTY

30.1 Warranty. TAN warrants to Customer that TAN has the right to deliver the Third Party Products subject to any documentation accompanying such Third Party Products at the time of delivery and/or any licensing mechanisms, physical, electronic or otherwise, included in any Third Party Products that are software.

30.2 Warranties Provided by Third Party Suppliers. Third Party Products are warranted by the manufacturers thereof in accordance with the warranty statements accompanying delivery of the Third Party Products, and Customer agrees that Customer will rely solely on such Third Party Product warranties and Customer shall make no claim against TAN on account of any warranty, express or implied, which may apply to any Third Party Product.
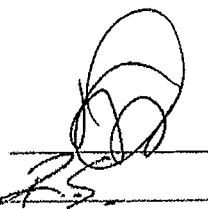
GENERAL TERMS

<u>**EXHIBIT 1**</u>

PRICING FORM

Initials (TAN) _____

Initials (Customer) _____

GENERAL TERMS

ACTIVE network.

Company Address	10182 Telesis Ct., Suite 100 San Diego, CA 92121 US	Created Date	3/28/2013
		Quote Number	00004861
		Expiration Date	3/31/2013
Prepared By	Janean Jump	Contact Name	Tressa Fisher
Phone	1 (858) 964-3939	Phone	(970) 254-3842
E-mail	janean.jump@activenetwork.com	Email	tressaf@ci.grandjct.co.us
Bill To Name	City of Grand Junction	Ship To Contact	Tressa Fisher
Bill To Contact	Tressa Fisher	Ship To Address	1340 Gunnison Ave
Bill To Address	1340 Gunnison Ave Grand Junction, CO 81501 United States		Grand Junction, CO 81501 United States

Product	Product Type	Quantity	UOM	Sales Price	Fee %	Total Price
ActiveNet - ACH Remittance- Every 2 weeks	Service	1.00	Ea	USD 0.00		USD 0.00
ActiveNet - Activity Registration	SaaS	1.00	Ea	USD 0.00		USD 0.00
ActiveNet - Facility Reservation	SaaS	1.00	Ea	USD 0.00		USD 0.00
ActiveNet - League Scheduling	SaaS	1.00	Ea	USD 0.00		USD 0.00
ActiveNet - Membership	SaaS	1.00	Ea	USD 0.00		USD 0.00
ActiveNet - Point of Sale	SaaS	1.00	Ea	USD 0.00		USD 0.00
ActiveNet - Public Access	SaaS	1.00	Ea	USD 0.00		USD 0.00
ActiveNet - Senior Professional Services	Service	8.00	Hr	USD 175.00		USD 1,400.00
ActiveNet - Standard Professional Services	Service	8.00	Hr	USD 100.00		USD 800.00
ActiveNet - Standard Professional Services	Service	32.00	Hr	USD 100.00		USD 3,200.00
ActiveNet - Standard Professional Services	Service	8.00	Hr	USD 100.00		USD 800.00
ActiveNet - Standard Professional Services	Service	16.00	Hr	USD 100.00		USD 1,600.00
ActiveNet - Standard Professional Services	Service	8.00	Hr	USD 100.00		USD 800.00
ActiveNet - Standard Professional Services	Service	8.00	Hr	USD 100.00		USD 800.00
ActiveNet - Standard Professional Services	Service	16.00	Hr	USD 100.00		USD 1,600.00
ActiveNet - Standard Professional Services	Service	24.00	Hr	USD 100.00		USD 2,400.00
ActiveNet - Standard Professional Services	Service	16.00	Hr	USD 100.00		USD 1,600.00
ActiveNet - Standard Professional Services	Service	32.00	Hr	USD 100.00		USD 3,200.00

Initials (TAN) _____

Initials (Customer) _____

2

GENERAL TERMS

ActiveNet - Standard Professional Services	Service	16.00	Hr	USD 100.00		USD 1,600.00
ActiveNet - Professional Services Conversion to ActiveNet Credit	Service	1.00	Ea	USD -17,823.00		USD -17,823.00
ActiveNet - Daily Onsite Fee (min 3 days)	Service	5.00	Day	USD 500.00		USD 2,500.00
ActiveNet - ($0-$149 online credit card transaction - % fee)	SaaS	1.00	%	USD 0.00	5.50	USD 0.00
ActiveNet - ($0-$149 online credit card transaction - flat fee)	SaaS	1.00	Ea	USD 1.50		USD 0.00
ActiveNet - ($150-$499 online credit card transaction - % fee)	SaaS	1.00	%	USD 0.00	5.50	USD 0.00
ActiveNet - ($150-$499 online credit card transaction - flat fee)	SaaS	1.00	Ea	USD 1.50		USD 0.00
ActiveNet - ($500+ online credit card transaction - % fee)	SaaS	1.00	%	USD 0.00	5.50	USD 0.00
ActiveNet - ($500+ online credit card transaction - flat fee)	SaaS	1.00	Ea	USD 1.50		USD 0.00
ActiveNet - (ECP transaction - flat fee)	SaaS	1.00	Ea	USD 0.15		USD 0.00
ActiveNet - (credit card refunds - flat fee)	SaaS	1.00	Ea	USD 0.10		USD 0.00
ActiveNet - (offline cash/check transactions - % fee)	SaaS	1.00	%	USD 0.00	1.50	USD 0.00
ActiveNet - (offline credit card processing - % fee)	SaaS	1.00	%	USD 0.00	3.75	USD 0.00

Hardware Total	USD 0.00	Total Price	USD 4,477.00
Software Total	USD 0.00		
Service Total	USD 4,477.00		
Maintenance Total	USD 0.00		
SaaS Total	USD 0.00		
Other Total	USD 0.00		

*Sales Tax not included in total price Sales tax, where applicable, will be added to your invoice.

General

- Customer shall pay TAN all fees for licensed software purchased hereunder upon delivery of the software.
- Delivery of licensed software shall be deemed to have occurred upon TAN's email transmission to customer's designee of an FTP link permitting download of the software from TANs designated online site, or where delivered in the form of physical media, FOB Origin.
- The start date for support and maintenance for implementations performed by TAN will be the first day of implementation of the licensed software or 90 days following the delivery of the licensed software, whichever occurs first, and upon delivery of the licensed software for implementations performed by customer or a third party vendor.
- Sales taxes, where applicable, are not included and prices are in the currency of the country of installation (subject to change without notice).
- Hardware, operating system, 3rd party software and site preparation are not included unless otherwise noted.
- <u>Quoted prices for onsite services do not include airfare. If onsite services are required, economy airfare will be assessed and invoiced separately.</u> Onsite services are billed in minimum, 8 hour daily increments.
- The software and manuals are available for download.
- All hardware sales are final. Hardware is covered by standard manufacturer's warranty. Equipment that is defective upon arrival will be replaced. RMA process will apply for items after support has indicated there are no alternatives.
- Customer must notify TAN in writing of any defective hardware within 7 days of its receipt. Any notices received after 7 days concerning defective hardware will be null and void and will not be accepted for return or replacement by TAN.

Initials (TAN) _____

Initials (Customer) _____

3

GENERAL TERMS

Implementation Hours Broken Down (as noted in quote)

Project Planning	14 Hours
Business Process Review	8 Hours (*quoted at Senior Professional Services rate*)
General Settings	8 Hours
Activity Registration	32 Hours
Facility Reservation	32 Hours
Point of Sale	16 Hours
Membership	24 Hours
League Scheduling	16 Hours
Flexible Registration	16 Hours
Public Access (Online)	16 Hours
Reports/Communication	8 Hours
Customer Management/Donations	8 Hours
Total	198 Hours (*190 Standard, 8 Senior)

Ongoing fees

Cash and check payments entered by Customer staff through the staff interface will be assessed a 1.5% Service Charge. Gift Cards, Scholarships, Credit on Account transactions are exempt from this Service Charge.

An additional ECP (electronic check payment) Service Charge of 1.5% will be applied to offline ECP payments. Refunds to ECP will be assessed a $0.10 refund fee.

All other staff interface payments (credit card) will be assessed an additional Service Charge of 2.25% and any refunds of such payments will be assessed a $0.10 refund fee. This $0.10 refund fee does not apply to refunds made by cash, check, or credit of account transactions.

All offline Service Charges will be paid for by the Client and will be deducted from remittance totals or invoiced as appropriate

Each online registrant will pay the event registration fee charged by Customer and the Customer will pay the Service Charge equal to 5.5% of the payment plus $1.50 for all payments. A minimum Service Charge of $2.00 will be assessed on all online payments.
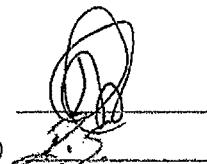
There are no advertising offers – Active Advantage or Active Reader Rewards - on the public access interface.

TAN may change the Service Charges at any time and Customer agree to such change unless Customer provides TAN with written objection to such change within 30 days from the date such change is first implemented. TAN will be responsible for collecting all registration fees charged by Customer and all Service Charges assessed by TAN. All registration fees, except Service Charges, are Customer's exclusive property. Any registration fees collected by TAN will be sent to Customer every 2 weeks by EFT without additional charge by TAN and Service Charges shall be retained by TAN.

TAN shall not be responsible for processing or making any refunds. TAN may reimburse itself for any chargebacks and associated fees out of registration fees collected by it. In the event such funds are not available, Customer agrees to reimburse TAN for any chargebacks or refunds.

Initials (TAN) _____

Initials (Customer) _____

4

GENERAL TERMS

EXHIBIT 2

SERVICES EXHIBIT

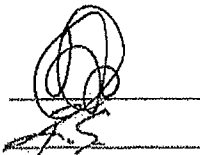| ANNUAL SUPPORT AND MAINTENANCE |
|---|
| The following supplies and services are included in Support and Maintenance:

• Unlimited technical support between 5:00am and 6:00pm Pacific Time, Monday through Friday via telephone (800.663.4991), email or web portal (http://support.theactivenetwork.com)

• Unlimited phone support for System Down issues on a **24 hours x 7 days a week** basis, provided that:
    o If self hosted, the site must have remote access and Internet email capability for extended support hours.
    o Support calls placed during extended support hours must be placed by an authorized contact person.
    o The type of support call is an urgent issue that includes site down, revenue impacting, or customer facing issues that have no reasonable work-around.

• Access to the Active Network's secure customer care web portal, discussion forums, knowledgebase and online training materials

• Regular documentation and communication

• **Support also includes, if such assistance can be provided in 15 minutes or less:**
    o Assistance troubleshooting Third Party products i.e. Crystal Reports, Citrix client
    o Assistance to isolate and/or troubleshoot difficulties resulting from sources other than Active Network products and services, such as:
        ▪ General network/internet support i.e. network access, printing, internet access
        ▪ PC hardware troubleshooting
        ▪ PC setup, configuration and optimization
        ▪ Network operating system configuration and functionality
        ▪ Basic Microsoft Windows functionality (i.e. Windows Explorer or Internet Explorer)
        ▪ Loss of supervisor or other password |

ANNUAL SUPPORT AND MAINTENANCE
The following supplies and services are included in Support and Maintenance for non-hosted customers: • New releases and version of the software and free assistant in planning upgrades

Initials (TAN) _____

Initials (Customer) _____

5

GENERAL TERMS

ANNUAL SUPPORT AND MAINTENANCE FOR HOSTED CUSTOMERS

The following supplies and services are included in Support and Maintenance:

- Installation of new software releases

- Monitoring of connectivity and critical functionality at all times (24hr x 365 days/year) by highly skilled personnel using an extensive series of automated probes from multiple locations

- Response to site-down/critical issues within one hour, with reasonable efforts to advise your organization of the current status and expected resolution time

- Service agreements between The Active Network and critical vendors essential to the continuing successful operation of the hosted environment

- Scheduled maintenance to increase performance, fix defects or update applications, with reasonable efforts to notify your organization of scheduled maintenance times and potential impacts to service

- Urgent maintenance (done to correct network, hardware or software issues that are likely to cause significant service disruption and that require immediate action), which may temporarily degrade service or cause outages. The Active Network may undertake urgent maintenance at any time deemed necessary and shall provide status updates to your organization as soon as possible.

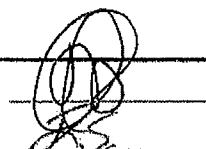| SUPPORT ISSUE PRIORITIES AND TIMELINES |
|---|

TICKET RESOLUTION TARGETS

- New support incidents are assigned one of the following levels, each with its respective standard ticket resolution target:

Call Priority Level	Description	Standard Completion Target
Priority 1	Fatal issues that result in the customer's inability to fulfill critical business functions (i.e. those pertaining to core functionality such as processing registrations, memberships, rentals) and that have no reasonable work-around	1 business Day
Priority 2	Serious issues significantly impacting use of the system but do not prevent core functions from being fulfilled	2 business day
Priority 3	All other issues, except those classified as D (Low); i.e. how-to questions, reporting/reconciliation issues	3 business days
Priority 4	Issues that are not time-sensitive or may be undertaken as customer service initiatives outside the scope of this Agreement	None
Guaranteed Uptime	For Hosted Customers	99%

Initials (TAN) _____

Initials (Customer) _____

GENERAL TERMS

SERVICES NOT INCLUDED
The following supplies and services are excluded from Support and Maintenance: • Services which are required to remedy problems that stem from changes to or defects in system configuration upon which the software was originally installed   • Services which are required to remedy problems which do not stem from any defect in the software   • Services which are required to remedy problems caused by lack of training of the customer's personnel   • Improper treatment or use of the software   • Onsite or remote training services   • Full report customization service   • Database-specific services or assistance

RESTRICTIONS
The following actions will void the support and maintenance portion of the Active contract: • The use of any other application that modifies data in the database, whether created by you or otherwise   • The use or creation of any other application that competes with or replaces a module that is offered by the Active Network to work with either the application or the application's database

Initials (TAN) _____

Initials (Customer) _____

GENERAL TERMS

HOLIDAY HOURS (US AND CANADA)		
Holiday	Open with reduced staff	Closed
New Year's Day (January 1st)		✓
Martin Luther King Day (3rd Monday in January)	✓	
President's Day (3rd Monday in February)	✓	
Good Friday (Friday before Easter)	✓	
Victoria Day (3rd Monday in May)	✓	
Memorial Day (Last Monday in May)	✓	
Canada Day (July 1st)	✓	
Independence Day (July 4th)	✓	
Civic holiday (1st Monday in August)	✓	
Labor Day (1st Monday in September)		✓
Canadian Thanksgiving/Columbus Day (2nd Monday in October)	✓	
Remembrance Day/Veteran's Day (November 11th)	✓	
US Thanksgiving (4th Thursday in November)	✓	
Day after US Thanksgiving (4th Friday in November)	✓	
Christmas Day (Dec. 25th)		✓
Boxing Day (December 26th)	✓	
New Year's Eve (December 31st)	✓	

Initials (TAN) _____

Initials (Customer) _____

8

GENERAL TERMS
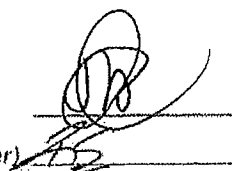
<u>EXHIBIT 3</u>

MAINTENANCE EXHIBIT

INTENTIONALLY LEFT BLANK

Initials (TAN) _____

Initials (Customer) _____

9

AMENDMENT NO. 1
TO THE PRODUCTS AND SERVICES AGREEMENT

This Amendment No. 1 (this "**Amendment**") is made effective as of April 17, 2013 (the "**Amendment Effective Date**") by and between City of Grand Junction, CO ("**Customer**") and The Active Network, Inc. ("**TAN**") and amends that certain Product and Services Agreement, dated as of March 29, 2013 (the "**Agreement**") entered into by the Parties. Customer and TAN are also individually referenced herein as a "Party" and collectively as the "Parties." Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

NOW THEREFORE in consideration of the mutual covenants, recitals and promises contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties hereto hereby agree as follows:

1. **Changes to the Agreement.**

    The following sentence is added to the end of the first paragraph in the "Ongoing fees" section of the Pricing Form in Exhibit 1 to the Agreement:

    "Non-monetary transactions shall not incur a Service Charge."

2. **Full Force and Effect.** Except as expressly modified herein, the Agreement remains in full force and effect. All references in the Agreement to "this Agreement," "hereto," "hereof," "hereunder" or words of like import referring to the Agreement shall mean the Agreement as amended by this Amendment. In the event any of the terms and conditions of the Agreement conflict with the terms and conditions of this Amendment, the terms and conditions of this Amendment shall prevail only as to the subject matter expressly stated herein.

3. **Counterparts.** This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document, binding against each of the Parties. To the maximum extent permitted by law or by any applicable governmental authority, this Amendment may be transmitted by facsimile, electronic mail (including pdf) or other transmission method with the same validity as if it were an ink-signed document and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Amendment Effective Date.

The Active Network, Inc.
by its authorized signatory

City of Grand Junction, CO
by its authorized signatory

By: _Jessie Donnelly_

By: _Rob Seal_

Name: _JOSIE DONNELLY_

Name: _Rob Schieber_

Title: _VP SALES_

Title: _Parks + Rec Director_

Date: _4/30/2013_

Date: _4/29/13_

AMENDMENT NO. 2
TO THE AGREEMENT

This Amendment No. 2 (this "**Amendment**") is made effective as of August 8, 2013 (the "**Amendment Effective Date**") by and between City of Grand Junction, CO ("**Customer**") and The Active Network, Inc. ("**TAN**") and amends that certain Product and Services Agreement, dated as of March 29, 2013 (the "**Agreement**") entered into by the Parties. Customer and TAN are also individually referenced herein as a "Party" and collectively as the "Parties." Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

NOW THEREFORE in consideration of the mutual covenants, recitals and promises contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties hereto hereby agree as follows:

1.   **Changes to the Agreement.**

The following sentence is added to the end of the first paragraph in the "Ongoing fees" section of the Pricing Form in Exhibit 1:

"Transactions with the 'PIAB/Rockies' customer type and/or 'hospitality' event type shall not incur a Service Charge."

2.   **Full Force and Effect.** Except as expressly modified herein, the Agreement remains in full force and effect. All references in the Agreement to "this Agreement," "hereto," "hereof," "hereunder" or words of like import referring to the Agreement shall mean the Agreement as amended by this Amendment. In the event any of the terms and conditions of the Agreement conflict with the terms and conditions of this Amendment, the terms and conditions of this Amendment shall prevail only as to the subject matter expressly stated herein.

3.   **Counterparts.** This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document, binding against each of the Parties. To the maximum extent permitted by law or by any applicable governmental authority, this Amendment may be transmitted by facsimile, electronic mail (including pdf) or other transmission method with the same validity as if it were an ink-signed document and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Amendment Effective Date.

The Active Network, Inc.
by its authorized signatory

City of Grand Junction, CO
by its authorized signatory

By: _____

By: _____

Name: _ADAM TESAN_

Name: _Rob Schoeber_

Title: _DIR. of SALES_

Title: _Parks + Recreation Director_

Date: _8.21.13_

Date: _8/23/13_

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