

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 2, 2013 AGENDA**

| <b>Subject:</b>                            | <b>Type:</b>                              | <b>Submitted By:</b>              |
|--|---|-----------------------------------|
| AWARD OF CONTRACT —<br>ACTIVE NETWORK INC. | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | RYAN SOUTH<br>PROGRAM COORDINATOR |

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to execute a contract with Active Network Inc. 10182 Telesis Ct., San Diego, CA 92121 in an amount not to exceed \$14,233.00.

**FISCAL IMPACT**

The FY 12/13 Capital Fund Budget provides funding for this project.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City has been exploring options to provide a payment system that would give customers the ability to book and pay for rooms and shelters; and register and pay for all programs online. This system would work in conjunction with our current website to offer such services as well as give customers the ability to track the items they purchase. This expressed desire has become more prevalent over the past year as more and more cities have begun offering online payments. We believe that by offering this type of service we will be able to provide a higher level of customer fulfillment and grow our current programs. This system will also replace our current customer tracking program that is used at the Community Center. In addition, it will function as a marketing tool as all customers worldwide using the Active Network will be able to search for and view all facilities and programs we offer.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO ACTIVE NETWORK, INC., SAN DIEGO, CALIFORNIA IN AN AMOUNT NOT TO EXCEED \$14,233.00**

**WHEREAS, the City Council of the City of La Vista has determined that providing a payment system for customers to register and pay for programs online is necessary; and**

**WHEREAS, the FY 2012/13 Capital Fund Budget will provide funding for this project; and**

**WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.00.**

**NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award the contract to Active Network, Inc., San Diego, California in an amount not to exceed \$14,233.00**

**PASSED AND APPROVED THIS 2ND DAY OF JULY, 2013.**

**CITY OF LA VISTA**

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**Douglas Kindig, Mayor**

**ATTEST:**

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**Pamela A. Buethe, CMC  
City Clerk**

## Software as a Service Agreement

This Software as a Service Agreement ("Agreement") is made effective as of 7/3/13 (the "Effective Date") and entered into between The Active Network, Inc., 10182 Telesis Court, San Diego, CA 92121 ("TAN" or "we" or "us") and the City of La Vista, Nebraska ("you" or "your" or "Client"). The parties agree as follows:

1. **Services.** TAN, in accordance with the prevailing standards in the industry in the United States from time to time during this Agreement, will provide you access to its software as a solution product ("Software") as well as services and support ("Services") related to your events, camps, licenses, classes, tickets, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "Events"). The features, services, options, and fees are described more fully in schedule(s) to this Agreement (each, a "Schedule"), which are incorporated herein by reference. The initial Schedule is attached hereto as Schedule 1. Each additional Schedule must be signed by both parties and will be governed by this Agreement. You agree to provide us with certain information relating to your organization as necessary for us to provide the Software and Services. Software provided under this Agreement is deemed delivered when made available to you.

2. **License to Intellectual Property/Promotion.** a) TAN retains all right, title, and interest in and to its Software and Services and any underlying software subject to the limited license provided by this Agreement.

b) TAN hereby grants to you a limited, non-exclusive, non-transferable license (i) to use the Software and Services solely in accordance with the Schedule and this Agreement, and (ii) to display, reproduce, distribute, and transmit in digital form TAN's name and logo solely for the purposes set forth in this Section 2. You hereby grant to TAN a limited license to use information provided by you relating to your organization, which may include your organization's name, trademarks, service marks, and logo, in connection with the promotion of your organization or Events in accordance with this Agreement and as authorized from time to time.

c) You intend to make reasonable efforts to promote and encourage the use and availability of the Software in connection with the promotion of your Events for which you are using the Software and Services, including, without limitation, including TAN's name and logo in newsletters, printed registration forms or mailings provided by you to prospective participants (e.g., by inserting the following statement in any online or print media related to your Event: "Online Registration Powered by Active.com"). TAN will be the sole and exclusive provider of registration services similar to the Software and Services provided to Client hereunder for each Event for which you are using TAN's Software and Services during the term of this Agreement.

d) You agree to receive notifications regarding free product, promotional items, and giveaways at your Event(s) or facility(ies), but you may opt not to receive the items from TAN. Registrants of your Events may opt-in to receive information, items, or promotions/deals from TAN; we will be responsible for providing customer service for any such offers. Any use of Client's name by TAN shall be subject to prior written consent of Client.

e) Each party agrees to comply with all applicable laws, rules, and regulations relating to such party's obligations or performance hereunder.

3. **Information Collection.** TAN collects certain information from individuals as part of the registration process for your Events, and is responsible for the security of said information and will immediately notify you of any actual breach involving said information. TAN will have a nonexclusive right to use the information for the sole purpose of performing its obligations under this Agreement, or as otherwise authorized by Client or this Agreement. In addition, you grant to TAN a non-exclusive, right to aggregate customer data and use said data on a de-identified aggregated basis for the sole purpose of internal reporting on aggregate, long-term web site usage trends and analyses. You may login to our data management system to access this information and you may from time to time during this Agreement download or otherwise obtain any or all said information, which will be available for such purposes in readily useable format. You are responsible for the security of your login information and for the use or misuse of such information by users authorized by you to use the Software and Services. You 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.

4. **Fees.** a) Client through its Event participants will pay the fees as more fully described in the applicable Schedule. For registration Software, unless otherwise set forth on the applicable Schedule, TAN will collect registration fees charged by you from individuals who register for your Events online, for the purposes of card association rules, as a merchant of record but not a seller of record. TAN will remit those sums to you, net of chargebacks and any other offsets authorized in the applicable Schedule, bi-weekly unless otherwise set forth in the applicable Schedule, less TAN's service fees as set forth in the applicable Schedule. TAN may suspend its performance hereunder, including remitting payments, in the event it reasonably believes that the Software or Services are being used for fraudulent or other suspect purposes. TAN may also reimburse itself for any chargebacks, returned items or overdue fees owed by you out of the registration fees it collects on your behalf by offsetting your account. All fees and prices are in United States Dollars unless otherwise specified.

b) All fees set forth in the applicable Schedule shall be collected by TAN as provided in said Schedule. All costs set forth in the Schedule for implementation, training and credit card swipe equipment will be due from you within forty five (45) days after the work or equipment is completed or delivered, and Client receives the corresponding invoice. These fees are displayed on your account statement. Past due fees shall accrue interest at the annual rate of

ten percent (10%) per annum. In the event of delay in paying a fee, you agree to reimburse TAN for any fees incurred in its collection efforts. TAN may suspend or deactivate your account if your account is more than thirty (30) days past due.

c) TAN, after the first full calendar year of this Agreement, reserves the right to modify the fees once per calendar year, provided that any increase will not exceed five and a half percent (5.5%). TAN shall notify Client at least ninety (90) days in advance of any such change. If we modify the fees, you can terminate this Agreement at that time by providing written notice within thirty (30) days following the date the change is implemented.

d) As the seller of record, you will be solely responsible for, and will pay, any and all use, excise, sales or privilege taxes, duties, value added taxes, fees, assessments, or similar liabilities, levied on you under applicable law by a governmental authority as a result of any Software or Service provided under this Agreement. Notwithstanding the foregoing, Client is a Nebraska municipality and exempt from sales taxes of the State of Nebraska or its political subdivisions. An exemption certificate will be provided upon request. Taxes on TAN's net income are excluded.

e) In the event you are entering into this Agreement and seeking the Services for the benefit of a third-party event or organization ("Third Party Beneficiary"), you agree that we may send registration fees collected by us directly to the Third Party Beneficiary.

5. **Disclaimer of Warranty/Limitation of Liability.** TAN EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF ITS SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS. SOFTWARE AND SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR LOST PROFIT DAMAGES. EITHER PARTY'S TOTAL AGGREGATE LIABILITY FOR ANY MATTER ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY YOU AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

6. **Indemnification.** a) Each party (the "Indemnifying Party") shall defend, settle, and pay damages, costs and expenses (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 proximately caused by: (i) the Indemnifying Party's violation of any applicable law, rule, or regulation; and/or (ii) provision, by the Indemnifying Party, of materials, products, or services as part of such party's obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used in accordance with this Agreement; and/or (iii) the negligent acts or omissions of the Indemnifying Party which result in personal injury, death or property damage to such third party, including but not limited to Claims based on (i) injury, death or property damage of a participant in an Event operated by you in connection with the Software and/or Services that is proximately caused by your negligence, and/or (ii) brought by a Third Party Beneficiary that is proximately caused by your negligence or lack of authority to enter this Agreement and seek Services for the benefit of such Third Party Beneficiary; except if proximately caused by the Indemnified Party's negligence. Any Client indemnification of TAN under this Section 6 shall be subject to limitations of Client liability as specified by the Nebraska Political Subdivisions Tort Claims Act. For the purposes of Sections 5 and 6, reference to TAN shall also include its suppliers and licensors.

7. **Term and Termination.** The term of this Agreement shall be for three (3) years from the Effective Date with automatic renewals for three (3) year terms thereafter, unless either party gives written notice to the other party to terminate this Agreement no less than twelve (12) months prior to the expiration of the then-current term. Either party may terminate this Agreement: (a) upon a material breach by the other party, if such breach is not cured within thirty (30) days following written notice to the breaching party; or (b) where the other party is subject to a filed bankruptcy petition or formal insolvency proceeding that is not dismissed within thirty (30) days. Client, upon termination of this Agreement, shall be entitled to the return of all participant and Event information within TAN's possession or control that is provided or, created under this Agreement, in whatever form or format existing or stored, including, without limitation, all data relating to registrations, memberships and Events of Client, which information TAN at its cost shall provide in a form, format and manner that is readily receivable, accessible and usable by Client. Notwithstanding the foregoing, TAN, may retain a copy of such information for legal, regulatory and archival (consistent with TAN's record retention policy) purposes, and for such other purposes as Client authorizes.

8. **Miscellaneous.** a) Any notices required to be given under this Agreement shall be in writing sent to the address set forth below for Client or, in the case of TAN, to the address set forth above to the attention of General Counsel. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or three (3) days after deposited in the mail sent certified or registered.

b) This Agreement is non-assignable without the written consent of the other party, except that TAN, subject to Client's rights under this Agreement, may assign without consent: (i) its rights to receive payments; or (ii) the Agreement to an affiliate or in connection with any sale of or any other transaction involving the transfer of more than fifty percent of its voting securities or assets. Any assignment in violation of this Agreement will be void.

### **Software as a Service Agreement**

d) This Agreement contains the entire understanding of the parties regarding the subject matter hereof and can only be modified or amended by a subsequent written agreement executed by both parties.

e) Sections 2, 3, 5, 6, 7, and 8 of this Agreement and any fees owed by you, and any other provisions of this Agreement that by their sense or context are intended to survive termination or expiration of this Agreement, shall survive any termination or expiration of this Agreement.

f) If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be deemed to have been deleted and the remainder of this Agreement shall continue in full force and effect.

g) No waiver of any provision of this Agreement or any attachment shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

h) *Neither party will be deemed to be in default hereunder, or will be liable to the other, for failure to perform any of its obligations under this Agreement to the extent that such failure is the direct and proximate cause of any event or circumstance beyond that party's reasonable control.*

**Software as a Service Agreement**  
**SIGNATURE PAGE**

By signing this Agreement, each party represents and warrants that it has the necessary and full right, power, authority, and capability to enter into this Agreement and to perform its obligations hereunder.

**THE ACTIVE NETWORK, INC.**

By: \_\_\_\_\_  
(Signature)

Print Name and Title \_\_\_\_\_

Date: \_\_\_\_\_

**CLIENT**

(Full Legal Name) \_\_\_\_\_ E-Mail \_\_\_\_\_

By: \_\_\_\_\_ Phone: \_\_\_\_\_  
(Signature)

Address \_\_\_\_\_

Print Name and Title \_\_\_\_\_ City, State and Zip \_\_\_\_\_

Checks payable to \_\_\_\_\_ Event URL (Web site) \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, City Clerk

Date: \_\_\_\_\_

## **THIRD PARTY PRODUCTS ADDENDUM TO SOFTWARE AS A SERVICE AGREEMENT**

This Addendum to the Software as a Service Agreement ("Addendum") is entered into by and between The City of La Vista, NE ("Client") and The Active Network, Inc. ("TAN") as of 7/3/2013 (the "Effective Date"). Client and TAN are also singularly referenced herein as a "Party" and collectively as the "Parties."

- A. This Addendum is made part of that certain Software as a Service Agreement dated as of 7/3/13 between Client and TAN (the "Agreement") that provides Software and Services.
- B. Client and TAN now desire to supplement and amend certain terms and conditions of the Agreement, pursuant to the terms and conditions set forth in this Addendum.

**NOW, THEREFORE**, in consideration of the mutual covenants, recitals and promises contained in this Addendum and 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 Appendix attached hereto is hereby incorporated by reference into the Agreement.
2. **Agreement Remains in Effect.** Except as expressly described herein, the Agreement remains in full effect according to its terms. The Agreement and this Addendum, as well as any exhibits attached to each respectively, shall be read in concert to the fullest extent possible and be considered collectively as a singular agreement. In the event any of the terms and conditions of the Agreement conflict with the terms and conditions of this Addendum, the terms and conditions of this Addendum shall prevail only as to the subject matter expressly stated herein.

### **3. General.**

3.1 **Miscellaneous.** If any one or more of the provisions of this Addendum is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Addendum, and this Addendum shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The captions used in this Addendum are for convenience and reference only and will not be deemed to limit, characterize or in any way affect any other provision contained herein. All provisions of this Addendum will be enforced and construed as if no caption had been used. This Addendum will be assigned automatically and only upon the assignment of the Agreement according to its terms.

3.2 **Entire Agreement.** The Agreement, this Addendum and any exhibits attached to each respectively constitute the entire agreement between the Parties with respect to the subject matter thereof and supersede all previous negotiations, comments and writings by the Parties with respect to the subject matter referenced in each. The Agreement and this Addendum may be changed only by a written agreement signed by both Parties. No oral agreement or conversation with any officer, agent or employee of Client, either before or after the execution of the Agreement or this Addendum, shall affect, alter or modify the obligations hereunder.

3.3 **Counterparts and Facsimile:** This Addendum may be executed by the Parties in separate counterparts, which counterparts when combined are hereby deemed to constitute a single document, and the Parties may execute this Addendum by facsimile and such facsimile(s) will have the same effect as an originally executed document.

The Parties hereto have executed this Addendum effective as of the Effective Date.

**TAN:**  
by its authorized signatory

**CLIENT:**  
by its authorized signatory

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX: TERMS APPLICABLE ONLY TO THIRD PARTY PRODUCTS AND SERVICES

### 1. PURCHASE AND SALE; DELIVERY

**1.1 Purchase Commitment and Price.** TAN hereby agrees to sell to Client, and Client hereby agrees to purchase from TAN, the Third Party Products listed in the applicable Schedule in the volumes and at the prices described therein. For purposes of this Addendum, "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.

**1.2 Delivery.** TAN will ship all or any part of the Third Party Products to Client 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 Client specifying the particular Third Party Products sought, the number of such Third Party Products sought, the price payable therefore, and the desired date and location of delivery thereof. Any such purchase order must, at a minimum, reference quantity, description and price.

**1.3 Changes by Client to Delivery Schedule.** Following delivery by Client of any purchase order documentation described in section 1.2, no changes by Client 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.

**1.4 Acceptance of Purchase Orders.** Purchase orders delivered by Client 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 Client, 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 2.2.

**1.5 Additional Third Party Products.** Client may purchase Third Party Products in addition to those listed in the Schedule 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 Schedule on the date of execution of Schedule 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 Client without any liability to Client whatsoever for such discontinuance.

### 2. CHARGES AND PAYMENTS

**2.1 Prices.** The pricing applicable to Third Party Products is as set out in the Schedule in the form finally agreed to by the Parties.

**2.2 Pricing Variability.** Client acknowledges that:

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

(b) Client hereby agrees that after the expiry of such initial six-month period or, in case of Client seeking, in a particular shipment, delivery of less than all of the Third Party Products of a particular type listed the Schedule, 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 Schedule, TAN will notify Client of any such different pricing and Client will accept such different pricing, as mutually agreed between Client and TAN, in writing.

### 3. 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.

### 4. PROPRIETARY RIGHTS

**4.1 Third Party Proprietary Rights and Indemnity by Client.** Client 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. Client 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 Client 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 Client hereunder has been installed, used, or otherwise treated by Client or any client or customer of Client in violation of the proprietary rights of any third party or on an allegation that Client or any client or customer of Client has disclosed or used any confidential business or technical information connected with any Third Party Product, provided that TAN will notify Client in writing promptly after the claim, suit, or proceeding is known to TAN and will give Client such information and assistance as is reasonable in the circumstances. Client will have sole authority to defend or settle any such claim at Client's expense. Client 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.

**4.2 Third Party Products which are Software.** Client 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.

## **5. WARRANTY**

**5.1 Warranty.** TAN warrants to Client 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.

**5.2 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 Client agrees that Client will rely solely on such Third Party Product warranties and Client shall make no claim against TAN on account of any warranty, express or implied, which may apply to any Third Party Product.



**Company Address** 10182 Telesis Ct., Suite 100  
San Diego, CA 92121  
US

**Created Date** 6/24/2013  
**Quote Number** 00009990  
**Expiration Date** 8/24/2013

**Prepared By** Allen Sliper  
**Phone** 1 (858) 964-6222  
**E-mail** allen.sliper@activenetwork.com

**Contact Name** Ryan South  
**Phone** (402) 331-3455  
**Email** rsouth@cityoflavista.org

**Bill To Name** City of La Vista, NE  
**Bill To Contact** Ryan South  
**Bill To Address** 8116 Park View Blvd  
La Vista, NE 68128-2132 United States

**Ship To Contact** Ryan South  
**Ship To Address** 8116 Park View Blvd  
La Vista, NE 68128-2132 United States



| Product/Service  | Category | Unit     | Unit Price | Quantity | Total Price  |
|--|----------|----------|------------|----------|--------------|
| ACTIVE Net - Public Interface Fee Set up - absorbed by client                            | SaaS     | 1.00 Ea  | USD 0.00   |          | USD 0.00     |
| ActiveNet - (\$0-\$149 online credit card transaction - % fee)                           | SaaS     | 1.00 %   | USD 0.00   | 6.50     | USD 0.00     |
| ActiveNet - (\$0-\$149 online credit card transaction - flat fee)                        | SaaS     | 1.00 Ea  | USD 1.00   |          | USD 0.00     |
| ActiveNet - (\$150-\$499 online credit card transaction - % fee)                         | SaaS     | 1.00 %   | USD 0.00   | 3.50     | USD 0.00     |
| ActiveNet - (\$150-\$499 online credit card transaction - flat fee)                      | SaaS     | 1.00 Ea  | USD 5.50   |          | USD 0.00     |
| ActiveNet - (\$500+ online credit card transaction - % fee)                              | SaaS     | 1.00 %   | USD 0.00   | 2.50     | USD 0.00     |
| ActiveNet - (\$500+ online credit card transaction - flat fee)                           | SaaS     | 1.00 Ea  | USD 10.50  |          | USD 0.00     |
| ActiveNet - (ECP transaction - flat fee)   | SaaS     | 1.00 Ea  | USD 0.00   | 3.50     | 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   | 2.00     | USD 0.00     |
| ActiveNet - (offline credit card processing - % fee)                                     | SaaS     | 1.00 %   | USD 0.00   | 4.99     | USD 0.00     |
| ActiveNet - (offline credit card processing - flat fee)                                  | SaaS     | 1.00 Ea  | USD 0.25   |          | USD 0.00     |
| ActiveNet - ACH Remittance- Every 1 week   | 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 - Membership   | SaaS     | 1.00 Ea  | USD 0.00   |          | USD 0.00     |
| ActiveNet - Professional Services - Activity Registration                                | Service  | 16.00 Hr | USD 150.00 |          | USD 2,400.00 |
| ActiveNet - Professional Services - CRM Center Interface                                 | Service  | 4.00 Hr  | USD 150.00 |          | USD 600.00   |
| ActiveNet - Professional Services - General Settings                                     | Service  | 8.00 Hr  | USD 150.00 |          | USD 1,200.00 |
| ActiveNet - Professional Services - Membership Registration                              | Service  | 16.00 Hr | USD 150.00 |          | USD 2,400.00 |
| ActiveNet - Professional Services - Project Management                                   | Service  | 7.00 Hr  | USD 150.00 |          | USD 1,050.00 |
| ActiveNet - Professional Services - Public Access  | Service  | 16.00 Hr | USD 150.00 |          | USD 2,400.00 |
| ActiveNet - Professional Services - Resource Reservation                                 | Service  | 16.00 Hr | USD 150.00 |          | USD 2,400.00 |
| ActiveNet - Professional Services - Resource Reservation: "Interactive Maps Interface"   | Service  | 4.00 Hr  | USD 150.00 |          | USD 600.00   |
| ActiveNet - Professional Services - Resource Reservation: "Resource Scheduler Interface" | Service  | 4.00 Hr  | USD 150.00 |          | USD 600.00   |
| ActiveNet - Public Access  | SaaS     | 1.00 Ea  | USD 0.00   |          | USD 0.00     |
| ActiveNet - Public Access Optimization   | Service  | 3.00 Ea  | USD 0.00   |          | USD 0.00     |
| ActiveNet - Standard IPAD w/PCI PED cert USB HID w/Magensa.net Key                       | Hardware | 2.00 Ea  | USD 291.50 |          | USD 583.00   |

Hardware Total

USD 583.00

Total Price

USD 14,233.00

Software Total

USD 0.00



|                   |               |
|-------------------|---------------|
| Service Total     | USD 13,650.00 |
| 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.

#### Quote Acceptance Information

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PO# (if applicable): \_\_\_\_\_