CLIENT INFORMATION			
ORGANIZATION FULL LEGAL NAME:	City of McKinney	**ADDRESS:**	222 N. Tennessee St. McKinney, Texas 75069
CONTACT NAME:	Teresa Thomason	**TELEPHONE:**	972-547-9026
EMAIL:	tthomason@mckinneytexas.org	**FAX:**	

OVERVIEW OF AGREEMENT		
This document ("**Agreement**") consists of this cover page, and the following Schedules and Exhibits **(check all applicable Appendices)**		
X	Appendix 1:	Hosted Software
	Appendix 2:	Third Party Products
X		Pricing Schedule
X	Exhibit A:	Maintenance Exhibit
X	Exhibit B:	Implementation Schedule

NOTE: **If Client is tax exempt, certificate must be provided along with signed contract.**

In consideration of the mutual promises and covenants contained in this Agreement, Client and Active hereby agree to be bound by this Agreement. By signing below, Client acknowledges and confirms that it has read this Agreement.

CITY OF MCKINNEY ("CLIENT")	ACTIVE NETWORK, LLC ("ACTIVE")
Signature: _____	Signature: _____
Name: Paul G. Grimes	Name: _____
Title: City Manager	Title: _____
Date: _____	Date: _____

Active Network, LLC, 717 N Harwood Street | Suite 2500 | Dallas, TX | 75201
Telephone: (888) 543-7233

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) "**Active**" means Active Network, LLC as referenced on the first page of this Agreement.

(b) "**Affiliates**" of a designated corporation, company or other entity means all entities which control, are controlled by, or are under common control with the named entity, whether directly or through one or more intermediaries. For purposes of this definition "controlled" and "control" mean ownership of more than fifty percent (50%) of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority.

(c) "**Agreement**" means this Products and Services Agreement, inclusive of all Appendices, Schedules and exhibits.

(d) "**Client**" means the legal entity other than Active entering this Agreement.

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

(f) "**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 Active and are identified in a Schedule as licensed (or sublicensed) to Client by Active in connection with this Agreement, and which reside on Active's servers and are accessible by Client's staff or Users via the Internet.

(g) "**Maintenance**" means the provision of maintenance services as set out in the Support and Maintenance Handbook attached as Exhibit A.

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

(i) "**Other Services**" means Services other than Professional Services as provided in an agreed Schedule.

(j) "**Products**" means the Hosted Software and other products (including documentation) provided to Client by or on behalf of Active.

(k) "**Professional Services**" means any and all types of services which Active provides, to Client and/or to other clients of Active, in the course of Active's business, including but not limited to services relating to the installation, implementation, optimization, administration, training and troubleshooting of computers, computer software, computer networks, databases, internet-related equipment and applications, but expressly excludes Support and Maintenance. Professional Services shall be as set forth in the applicable Schedule.

(l) "**Schedule**" means a schedule, quote, pricing form, order form, or similar document associated with this Agreement that lists the Products and Services provided by Active to Client hereunder and the related fees. The features, services, options, and fees may be described more fully on web pages describing the Software and Services, and/or in an applicable Schedule. Each Schedule will reference this Agreement or the Contract Number above (if applicable), must be signed by Client and will be governed by and incorporated into this Agreement.

(m) "**Services**" means all Professional Services, Support and Maintenance, Online Services, and Other Services provided to Client by or on behalf of Active.

(n) "**Software**" means the Hosted Software as defined elsewhere in this Section.

(o) "**Support**" means the ongoing telephone, email, web-based and dial-in support and problem resolution to assist Client in the use of the Hosted Software, and Other Services and Products of Active as set out in the Support and Maintenance Handbook attached as Exhibit A.

(p) "**Support and Maintenance Handbook**" means the documents published by Active 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 Active attached as Exhibit A, as amended from time to time upon notice to Client.

(q)   "**Third Party Products**" means those hardware, firmware and/or software products, provided to Active by third parties, listed in a Schedule, 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 Active.

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

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.** Client will pay all applicable sales, use, withholding and excise taxes, and any other assessments against Client 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 Active, unless exempted by law and unless a valid tax exemption certificate has been provided to Active prior to invoicing.

2.2   **Currency.** Unless otherwise indicated in a Schedule, all prices are in the currency of the country in which Client is located.

2.3   **Delivery.** Delivery for Products supplied by Active under this Agreement will be deemed to have occurred F.O.B. origin, which in the case of Hosted Software will typically be in the form of an email from Active providing a FTP (i.e. file transfer protocol) downloadable link. To the extent applicable, Client will be responsible for shipping and handling costs.

2.4   **Invoices/Payment.** Active will provide invoices to Client for all amounts owing by Client hereunder. Payment of invoices is due within thirty (30) days from the date of invoice.

3.   CLIENT INFORMATION; CONFIDENTIALITY

3.1   **Client Information and Obligations.** In order to assist Active in the successful provision of Services and Products to Client, Client shall (i) provide to Active information relating to Client's organization, technology platforms, systems configurations, and business processes and otherwise relating to Client that is reasonably requested by Active from time to time, (ii) make available such personnel assistance to Active as may be reasonably necessary for Active to perform hereunder; and (iii) carry out in a timely manner all other Client responsibilities set forth herein. Any delay by Client hereunder shall result in a day-for-day extension of Active's dependent obligations.

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 clients, 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 Active or its licensors shall be deemed to constitute Confidential Information without further designation by Active. 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; and (vi) any disclosure with the consent of the Disclosing Party.

(c)   Active is aware that under the Texas Public Information Act, if Client spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining any information, such information may be considered public information and must be maintained as required by law.

4.   EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

4.1 **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, ACTIVE DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF CLIENT OR THAT THE OPERATION OF PRODUCTS AND SERVICES PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.

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

4.3 **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS 4.1 AND 4.4, IN NO EVENT WILL ACTIVE BE LIABLE TO CLIENT 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.

4.4 **LIMITS ON LIABILITY.** IF, FOR ANY REASON, ACTIVE BECOMES LIABLE TO CLIENT 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 TOTAL AGGREGATE LIABILITY OF ACTIVE TO CLIENT WILL BE LIMITED TO TWO (2) TIMES THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT TO ACTIVE 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; PROVIDED THAT THIS PROVISION WILL NOT AFFECT THE PARTIES' RIGHT OF INDEMNIFICATION AS PROVIDED IN SECTION 9; AND

(b)   IN ANY CASE CLIENT MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST ACTIVE 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, EXCEPT AS MAY BE PROVIDED UNDER APPLICABLE TEXAS LAW.

4.5 **SEPARATE ENFORCEABILITY.** SECTIONS 4.1 THROUGH 4.4 ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

4.6   For the purposes of this Section 4, reference to Active shall also include its suppliers and licensors.

5.   RESTRICTIONS

5.1 **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) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Active Network, LLC or one of its Affiliates or subsidiaries.

5.2 **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**"). Client 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 Client 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. Client hereby represents and covenants that: (i) to the best of Client's knowledge Client is eligible to receive the Products under Applicable Law; (ii) Client 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) Client will ensure that Client's Users use the Products in accordance with the foregoing restrictions.

5.3 **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.

5.4 **Restrictions; Acceptable Use Policies.** Client shall: (i) use the Products exclusively for authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others, including privacy and anti-spamming laws; (ii) not reverse engineer, disassemble, or decompile any Products or prepare derivative works thereof; (iii) not copy, modify, transfer, display, or use any portion of the Products except as expressly authorized in this Agreement or in the applicable documentation; (iv) not 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 Active in and to any Products; (v) not obliterate, alter, or remove any proprietary or intellectual property notices from the Products in physical or electronic forms; (vi) not use the Products to transmit, publish, or distribute any material or information: (a) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (b) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the Products; or (c) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (vii) not attempt to gain access to any systems or networks that connect thereto except for the express purpose of using the Products for their intended use; (viii) not rent, lease, sublicense, resell, or provide access to the Products on a time-share or service bureau basis; and (ix) not input credit card information into the Products or solicit the input of such information other than in pre-defined fields within the Products that are intended for that purpose.

6. **TERMINATION**

6.1 **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 Active if Client breaches its payment obligations, 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.

6.2 **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 Client to suspend its obligation to make any payments due for Products or Services that are unrelated to any default alleged against Active.

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

6.4 **Return of Data.** In the event of termination of this Agreement for any reason whatsoever, Active will immediately (i) return to Client all data delivered by Client to Active into the Online Services or (ii) provide the necessary access to Client to allow the Client to download all such data. The format of such data will be the current version of database management system used by the Online Services. Active will provide any then available

database schema and any then available record counts to the Client. Client is the owner of all of such data and such data's work product under this Agreement. Such data and work product does not include any of the Products or Services provided by Active or proprietary or confidential information owned or provided by Active for the purposes of this Agreement.

7.   AUDIT AND MONITORING RIGHTS

7.1   Active may, upon a minimum of twenty-four (24) hours written notice to Client, attend upon Client'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 Client's regular business hours and conducted in a manner as to minimize, to the extent reasonable, interference with Client's business. Further, Active may, using automatic means which do not interfere with the use of the Products by Client or Users other than as described in this provision, monitor at any time usage of the Products by Client and or its Users.

7.2   Active agrees that the City shall, until the expiration of three (3) years after the applicable document is made final by Active, have access to and the right to examine any directly pertinent books, documents, papers and records of Active involving fee invoices and related support of the applicable invoice amount. Active agrees that the City shall have access, during normal working hours, to all necessary Active facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. Any such audit may occur no more than once in an annual period, upon no less than thirty (30) days prior written notice to Active, during Active's regular business hours and conducted in a manner to not disrupt Active's business activities.

8.   INTELLECTUAL PROPERTY RIGHTS

8.1   **Warranty of Title.** Active 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.

8.2   **Intellectual Property.** Active 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**"). Client shall use the Intellectual Property only as provided by Active, and shall not alter the Intellectual Property in any way, or act or permit action in any way that would impair Active's or its licensors' rights in its Intellectual Property. Client acknowledges that its use of the Intellectual Property shall not create in Client 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 Active or its licensors, as applicable.

9.   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 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.

(b)   If any Claim that Active is obligated to defend, settle, and pay damages to Client under this Section 9(a) has occurred or, in Active's opinion, is likely to occur, Active may, at its option and expense either (1) obtain for Client 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 Client based on its lost use and terminate this Agreement. Active shall not be obligated to defend, settle, or pay Damages for any Claims to the extent based on: (x) any Client 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 Active's discretion; (y) Software that has been altered or modified by Client, by any third party or by Active at the request of Client (where Active had no discretion as to the implementation of modifications to the Software or documentation directed by Client), 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 Active has made available a non-infringing updated, revised or repaired subsequent version or other applicable update, patch or fix.

(c) **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.

(d) For the purposes of this Section 9, reference to Active shall also include its suppliers and licensors.

(e) Notwithstanding the foregoing, Client shall not be bound by the terms of this Section 9 to the extent precluded by applicable law (e.g., sovereign immunity of a governmental entity).

10. GENERAL

10.1 **Entire Agreement.** This Agreement, including all attachments and referenced Appendices, Schedules and exhibits, constitutes the complete and exclusive statement of the agreement between Active and Client 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, except as those documents may be specifically incorporated into this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties, except that Active may fill future purchase or other orders for further goods or services available under this Agreement and, if Active 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 this Agreement and any addendum, the provisions of the addendum shall prevail; provided however, in the case of indemnification, limitations of liability, and confidentiality obligations, this Agreement shall always control. 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 Client and Active and are superseded by this Agreement.

10.2 **Order of Precedence.**

(a) This Agreement;

(b) City of Arlington's RFP 15-0109 and addendum, October 26, 2015; and

(c) Active's response to City of Arlington's RFP 15-0109 and addendum, dated November 5, 2015

10.3 **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.

10.4 **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.

10.5 **Governing Law.** This Agreement shall be governed by the laws of the State of Texas, 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 court in or federal court serving Collin County, Texas.

10.6 **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.

10.7 **Affiliates.** During the term of this Agreement, Client or Client's Affiliates may order additional Products and/or Services from Active or one of Active's Affiliates by entering into a Schedule. In the event that Client or Client's Affiliate enters into a Schedule with Active or an Affiliate of Active, reference in this Agreement to "Client" and "Active" shall mean the respective entity that executed the applicable Schedule. A breach of this Agreement by Active's Affiliate or Client's Affiliate shall not affect the rights, privileges, or obligations of Active or Client, as applicable, or any other Affiliate not in breach of this Agreement.

10.8 **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 (i) Active 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; and (ii) Client automatically assigns this Agreement to the purchaser of all or substantially all of Client's assets or equity securities or to any successor by way of any merger, consolidation or other corporate reorganization of Client. In the event that any such assignment is made by Client pursuant to (ii), Client must provide Active with written notice of such event within thirty (30) days of such assignment. Active shall have thirty (30) days from its receipt of such notice to terminate this Agreement without further liability or obligation to Client.

10.9 **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 16 or 23.1, as applicable, or until terminated in accordance with Section 6. Sections 1.1, 4, 5.4, 6.3, 8.2, 9, 10, 27.1, and 27.2 of this Agreement, along with all unpaid payment obligations, will survive termination and expiration of this Agreement.

10.10 **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.

10.11 **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.

10.12 **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.

10.13 **Cooperative Procurement.** Upon consent by Active, 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, this Agreement may be extended to such other entities indicated above for the procurement of similar products and/or services provided to Client herein and at fees in accordance with this Agreement unless separately negotiated between such other entities and Active. Further related entities participating in a cooperative procurement process shall place their own orders directly with Active and will fully and independently administer their use of this Agreement to include such contractual obligations as those entities and Active deem appropriate without direct administration from the original Client. Client is a confirmed participant in the Group Buy offer which expires Dec 15, 2016. When the Group Buy rates are confirmed, this Agreement will be revised, to the extent necessary, to reflect the Group Buy rates.

10.14 **Insurance**

Active will, at all times during the term of this Agreement, maintain the following insurance. A current ACORD certification of insurance must be submitted upon request by Client. Client reserves the right to require or receive any additional documents necessary to confirm that the insurance requirements are being met, including but not limited to, policies and endorsements. However, an insurance certificate is required to be on file prior to start of any work.

> **Commercial General Liability:** $1,000,000.00 per occurrence, $1,000,000.00 products/completed operations and $2,000,000.00 general aggregate for bodily injury, personal injury and property damage.

Automobile Liability: $1,000,000.00 combined single limit per accident for bodily injury and property damage. Coverage should be provided for any auto, including hired and non-owned vehicles.

Workers' Compensation and Employers' Liability: Statutory. Employers' Liability policy limits of $1,000,000.00 for each accident, $1,000,000.00 policy limit – disease, $1,000,000.00 each employee - disease.

Umbrella or Excess Liability: $2,000,000.00 per occurrence and aggregate.

Technology Professional Liability: $1,000,000.00 per claim, $2,000,000.00 aggregate. Active shall maintain this policy for a period of one (1) year after termination of the Agreement or shall purchase extended reporting period or "tail" coverage insurance.

Cyber Risk Liability (Network Security/Privacy Liability): including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows subject to the terms, conditions, and exclusions of the policy:

> $1,000,000.00 per occurrence or claim
> $2,000,000.00 aggregate

Coverage may be written as a stand-alone policy, or included as part of the Professional Liability policy. If Cyber Risk is included on the General Liability policy, the minimum policy limits required are $2,000,000 per occurrence or claim and $4,000,000 aggregate. If coverage is written on a claims made basis, Active must maintain this policy for a period of one (1) year after termination of the Agreement or shall purchase an extended reporting period or "tail" coverage insurance.

Other Insurance Provisions

Client, its officials, employees and volunteers shall be included as an additional insured on the Commercial General Liability, Automobile Liability and Umbrella Liability insurance policies. These insurance policies shall contain the appropriate additional insured endorsement to cover premises/operations and products/completed operations, including materials, equipment or supplies provided by Client.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, or materially changed, except after thirty (30) days prior written notice has been provided to Client. If a policy is cancelled for non-payment of premium, only ten (10) days notice is required.

All policies except Professional Liability shall be endorsed with a waiver of subrogation in favor of Client, including its officials, employees and volunteers for losses arising from the activities under this Agreement.

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APPENDIX 1: TERMS APPLICABLE ONLY TO HOSTED SOFTWARE

11. HOSTED SOFTWARE

11.1 Active will provide Client with access to hosted versions of the Products identified in the applicable Schedule and associated Online Services, and Active hereby grants to Client a limited, non-exclusive, non-transferable license to use the Hosted Software in accordance with the applicable documentation.

11.2 Client agrees to receive notifications regarding free product, promotional items, and giveaways at Client's Event(s) or facility(ies), but Client may opt not to receive the items from Active. Client's customers who register for, sign up, or otherwise interact with the Online Services ("**End Users**") may opt-in to receive information, items,

or promotions/deals from Active, in which case, Active will be responsible for fulfillment and for providing customer service for any such offers.

11.3 Client acknowledges that Active: (a) does not monitor or police communications or data transmitted through the Hosted Software or Online Services by Client or any third party, or any communications or data transmitted by any third party suppliers through the Hosted Software or Online Services; (b) shall not be responsible for the content of any such communication or transmission; (c) shall have no liability of any kind with respect to any materials or information that Client inputs into or transmits, publishes, or distributes through the Hosted Software or Online Services; and (d) may remove or modify any such communication or transmission deemed offensive for which Active has received more than one complaint.

12. LICENSE AND BRANDING

Active hereby grants to Client a limited, non-exclusive, non-transferable license to display, reproduce, distribute, and transmit in digital form Active's name and logo in connection with promotion of the Online Services only in the manner approved of by Active during the term of this Agreement. Client hereby grants to Active a limited non-transferable license to use, display, reproduce, distribute, adapt and transmit in digital or printed form information provided by Client 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 Active's performance under this Agreement. Client will use reasonable efforts to encourage adoption of the Online Services, including displaying Active's name and logo, in the form supplied by Active from time to time and in a manner approved by Active, in any medium used by Client to promote its programs or services to prospective participants.

13. INFORMATION COLLECTION AND AUTHORIZED USERS

Active may collect certain information from individuals as part of a registration process. Client may login to Active's data management system to access this information. 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) Active's privacy policy as published on its website. Client is solely responsible for the security of its login information, authorization credentials, and similar access information (collectively "Login Information") and for the use or misuse of such Login Information. Client agrees to only allow access to and use of the Products to its authorized users. Client acknowledges and agrees that Active may provide access to or use of the Software and Services to anyone utilizing Client's Login Information or who is otherwise authorized by Client to use or access the Software and Services on Client's behalf. Client is responsible for such users' compliance with the terms and conditions of this Agreement. Active may suspend or terminate any such user's access to the Software and Services upon notice to Client if Active reasonably determines that any such user has violated the terms and conditions of this Agreement or is otherwise using the Products for suspect purposes. Client will immediately either notify Active in writing or disable such user's access if any previously authorized Client user is no longer authorized to use the Login Information or otherwise use or access the Software and Services. Active may rely, without independent verification, on such notice, and Client, inclusive of Client's parent, subsidiary and affiliate entities, as applicable, and each of their respective officers, directors, managers, shareholders, owners, agents, employees, contractors, and representatives covenant not to sue and agree to defend, indemnify, and hold harmless Active for any claims arising from Active providing, denying, suspending, or modifying access to or use of the Software and Services of any individual as directed by Client or by someone who Active reasonably, under the circumstances, believes is authorized to act on behalf of Client.

14. FEES FOR HOSTED SOFTWARE

14.1 **Transaction fees.**

(a) Client shall pay to Active the Hosted Software service fees ("**Service Charge(s)**") as set out in the applicable Schedule.

(b) In cases where Active's banking or financial partners or similar service providers impose changes in processing costs payable by Active, Active reserves the right to modify Service Charges to reflect such changes. Active further reserves the right to modify the Service Charges once per calendar year, provided that any increase will not exceed eight (8) percent (8%).

(c)   Active will be responsible for collecting all payments processed through the Online Services and all Service Charges assessed by Active. On a bi-weekly basis, unless otherwise set forth in the applicable Schedule, Active will pay Client sums due to Client based on the total registration fees collected, net of Active's Service Charges as set forth in the applicable Schedule and any other deductions provided herein.

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

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

(f)   In the event Client is entering into this Agreement and using the Hosted Software for the benefit of a third-party event or organization ("**Third Party Beneficiary**"), Client agrees that Active may send fees collected by Active directly to the Third Party Beneficiary.

(g)   All fees described in the applicable Schedule are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any End User.

14.2 **Subscription fees.**

To the extent set forth in the applicable Schedule, Client shall pay to Active the Hosted Software subscription fees ("**Subscription Fees**") for the term of this Agreement established in Section 16 below. Client 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.

15.   EXCLUSIVITY FOR HOSTED SOFTWARE.

During the term of this Agreement, Active will be the sole and exclusive provider of registration and other services similar to the Hosted Software provided to Client hereunder for the events or transactions for which Client is using Active's Software and Services at the Apex Centre only.

16.   TERM FOR HOSTED SOFTWARE

Unless otherwise provided in the applicable Schedule, Active shall provide to Client, and Client shall license from Active, 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 one (1) year terms for each of two (2) such renewals (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, as applicable.

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APPENDIX 2: TERMS APPLICABLE ONLY TO THIRD PARTY PRODUCTS AND SERVICES

17.   PURCHASE AND SALE; DELIVERY

17.1 **Purchase Commitment and Price.** Active hereby agrees to sell to Client, and Client hereby agrees to purchase from Active, the Third Party Products listed in a Schedule in the volumes and at the prices described therein.

17.2 **Delivery.** Active 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 Active considers reasonable in order to meet the desired delivery date described) after receipt by Active of a purchase order from Client 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.

17.3 **Changes by Client to Delivery Schedule.** Following delivery by Client of any purchase order documentation described in Section 17.2, no changes by Client to the shipment schedule described therein will be permitted unless Active is notified thereof in writing at least ninety (90) days in advance of the delivery date sought in such purchase order documentation.

17.4 **Acceptance of Purchase Orders.** Purchase orders delivered by Client to Active in respect of Third Party Products are not binding upon Active until accepted by Active 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 Active as set forth expressly in this Agreement, will be binding upon Active, nor will any such terms or conditions modify or supplement this Agreement in any way, notwithstanding the fact that Active may accept or otherwise approve such purchase orders. Active 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 18.2.

17.5 **Additional Third Party Products.** Client may purchase Third Party Products in addition to those listed in a 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 a Schedule on the date of execution of such 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) Active 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.

18. CHARGES AND PAYMENTS

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

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

(a) the prices described in a 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 applicable 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 a 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 applicable Schedule, Active will notify Client of any such different pricing and Client will accept such different pricing, as mutually agreed between Client and Active, in writing.

19. 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, Active 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.

20. PROPRIETARY RIGHTS

20.1 **Third Party Proprietary Rights.** Client acknowledges that any Third Party Products supplied by Active hereunder are supplied by Active 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

20.2 **Additional Terms.** Client acknowledges that the possession, installation and use of Third Party Products may be subject to additional terms and conditions accompanying such Third Party Products at the time of delivery.

21. WARRANTY

21.1 **Warranty.** Active warrants to Client that Active 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.

Warranties Provided by Third Party Suppliers. Third Party Products are warranted by the manufacturers, suppliers or licensors 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. Client agrees not to make a claim against Active on account of any warranty, express or implied, which may apply to any Third Party Product. If Client notifies Active of a defect or nonconformity within thirty (30) days of the date of delivery of such Third Party Product, Active will assist Client in troubleshooting such Third Party Product in accordance with Section 19. If such defect or nonconformity cannot be remedied during such troubleshooting and such Third Party Product is still under the Third Party Product warranty, Active shall contact the applicable manufacturer, supplier or licensor of such Third Party Product to coordinate any returns or refunds. If a notice of a defect or nonconformity is received by Active from Client of the defect or nonconformity following the initial the 30-day period, Active's sole obligation and liability will be to provide support in accordance with Section 19. Returns and refunds are at the sole discretion of the applicable manufacturer, supplier or licensor.

Schedule

Transaction Fees

Product	Fee	Fee %	Product Description
ACTIVE Net - Public Interface Fee Set up - absorbed by client			
ACTIVE Net - Staff Interface - Technology Fee		1.50%	Rates for organizations between $1,500,000 to $8,000,000 in annual revenue through ACTIVE Net.
ACTIVE Net - Public Interface - Online Transaction Fee		4.00%	Rates for organizations between $1,500,000 to $8,000,000 in annual revenue through ACTIVE Net.
ACTIVE Net - Staff Interface - Payment Processing Fee - Credit Card		2.50%	Rates for organizations between $1,500,000 to $8,000,000 in annual revenue through ACTIVE Net.
ACTIVE Net - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing		0.50%	
ACTIVE Net - (credit card refunds - flat fee)	0.10		
ACTIVE Net - Support Advanced Package			Support package for organizations between $1,500,000 to $8,000,000 in annual revenue through ACTIVE Net.

Product	Product Type	Product Description	Quantity	Sales Price	Total Price
ACTIVE Net - Technical Services: Financial Export	Service	ACTIVE Net Technical Services: Financial Export consists of the following Services: • remote configuration, testing & training	1	1,400.00	1,400.00
ACTIVE Net - Functionality: Facility Reservation	SaaS		1		
ACTIVE Net - Functionality: Camps	SaaS		1		
ACTIVE Net - Functionality: POS	SaaS		1		
ACTIVE Net - Functionality: Activity Registration	SaaS		1		
ACTIVE Net - Functionality: League Scheduling	SaaS		1		
ACTIVE Net - Functionality: Memberships	SaaS		1		

Product	Product Type	Product Description	Quantity	Sales Price	Total Price
ACTIVE Net - Service Package Standard 6	Service	ACTIVE Net Service Package Standard 6 consists of the following Services: • remote business process review • remote functionality review & data collection preparation • remote data collection review • remote data entry (system inventory and policy controls) • remote user testing • remote train the trainer training • remote Go Live preparation • remote hardware configuration The scope of Services is contained to the 6 functionalities listed below. 50% of total Service costs will be billed at Service initiation, payable within 30 days of the date of invoice. 50% of total Service costs will be billed at Service completion, payable within 30 days of the date of invoice.	1	26,000.00	26,000.00
ACTIVE Net - Technical Services: ACH Remittance	Service	ACTIVE Net Technical Services: ACH Remittance consists of the following Services: • remote configuration, testing & training	1		
ACTIVE Net - ACH Remittance - "Daily" Every 72 Hours	Service	Daily remittances are processed by Active on non-holiday business days 72 hours after the transaction day. Payments take one to three banking business days to process	1		
ACTIVE Net - Technical Services: GIS Import	Service	ACTIVE Net Technical Services: GIS Import consists of the following Services: • remote configuration, testing & training	1	1,400.00	1,400.00
ACTIVE Net - Technical Services: Customer Import	Service	ACTIVE Net Technical Services: Customer Import consists of the following Services: • remote configuration, testing & training	1	1,400.00	1,400.00
ACTIVE Net - IPP320 Debit Pin Pad	Hardware		6	460.00	2,760.00
ACTIVE Net - Service Package: Brochure Export	Service		1	1,400.00	1,400.00
ACTIVE Net - Technical Services: Hardware Configuration	Service	ACTIVE Net Technical Services: Hardware Configuration consists of the following Services: • remote configuration, testing & training The scope of Services is contained to a single instance of each hardware item listed below.	1	700.00	700.00
ACTIVE Net - Service Package: Onsite Refresher	Service		1	2,200.00	2,200.00
ACTIVE Net - Technical Services: 3rd Party Data Conversion - Memberships	Service	ACTIVE Net Technical Services: 3rd Party Data Conversion consists of the following Services: • remote configuration, testing & training	1	11,200.00	11,200.00

Hardware Total: USD 2,760.00   Total Price: USD 48,460.00
Service Total: USD 45,700.00

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User.

The payment options we offer may include MasterCard, Visa, American Express and Discover.

If your order includes hardware, please note that all hardware orders have a 30-day return policy, and it is recommended that you inspect your

purchases upon delivery.

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

Quote Acceptance Information

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PO# (if applicable): _____

EXHIBIT A: SUPPORT AND MAINTENANCE SERVICES

Annual Support and Maintenance Services. The following supplies and services are included in the Support Services and Maintenance Services provided by Active as determined by the level of Support Services and Maintenance Services purchased which are set forth in a separate Schedule.

1. **General.**

1.1 In order to receive the benefit of the service levels contained herein, Client must be in compliance with the obligations of the Agreement.

1.2 Client understands and acknowledges that the Product is a commercial off-the-shelf product with core architecture that services many clients, and that Active is permitted to make changes to the Product hosting environment, network, telecommunications, data storage, and any/all other information technology infrastructure that underlies the Product, without seeking or obtaining any consent from Client.

2. **Technical Support.**

2.1 Standard: This is the default level of Support and is included with your license to use Active's Software. Available between 5:00am and 6:00pm Pacific Time, Monday through Friday, via web portal (http://www.activenetwork.com/service-and-support/customer-support).

2.2 Advanced: If you have purchased Advanced Support, Support is available between 5:00am and 6:00pm Pacific Time, Monday through Friday, via telephone (800-663-4991) or web portal (http://www.activenetwork.com/service-and-support/customer-support).

2.3 Enterprise: If you have purchased Enterprise Support, Support is available between 5:00am and 6:00pm Pacific Time, Monday through Friday via telephone (800-663-4991)) or web portal (http://www.activenetwork.com/service-and-support/customer-support) with preferred access to second tier resources.

3. **Phone Support.** Unlimited phone Support for system down issues on a twenty four (24) hours x seven (7) days a week basis, provided that: (a) support calls, placed during "Extended Support Hours" (those occurring after 6:00pm and before 5:00am Pacific Time, Monday through Friday, and any time during the weekend and holidays), are placed by an authorized contact person and (b) the requested phone support consists of a "Call Priority Level 1" issue, as defined in the table below. Unlimited phone Support is offered to Desktop Software Clients only if the site has remote access and Internet email capability.

4. **Online Support.** Access to the Active customer care web portal, discussion forums, knowledgebase and online training materials, which are available at http://www.activenetwork.com/service-and-support/customer-support.

5. **Upgrades.** Active shall also provide Upgrades of the Software and free assistance in planning the Upgrades.

6. **Support Issue Priorities and Timelines.** New Support incidents are assigned one of the following levels, each with its respective standard ticket resolution target. The Client is an Enterprise customer.

Call Priority Level	Description	Standard Completion Target
Priority 1	Issues that result in Client'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.	All: 1 business Day
Priority 2	Issues significantly impacting the use of the system but which do not prevent core functions from being fulfilled.	Standard: 3 business day Advanced: 2 business days Enterprise: 1 business day
Priority 3	All other issues, except those classified as Priority 4 (i.e. how-to questions, reporting/reconciliation issues).	Standard: 5 business days Advanced: 3 business days Enterprise: 2 business days
Priority 4	Issues that are not time-sensitive or may be undertaken as a customer service initiative outside the scope of this attachment.	All: None

7. **Services Not Included.**

The following are excluded from all offered Support Services and Maintenance Services:

- 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 Client's personnel.

- Improper treatment or use of the Software.

- Onsite or remote training services.

- Full report customization service.

- Database-specific services or assistance.

8. **Restrictions.**

The following actions will void the Support Services and Maintenance Services portions of the Agreement:

- 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 Active to work with either the application or the application's database.

9. **Annual Support and Maintenance Related to SaaS Services Only.**

The following Support Services and Maintenance Services are offered in conjunction with the above for SaaS Services Clients.

- Monitoring of connectivity and critical functionality at all times.

- Site-down/critical issues response time of one (1) hour, with commercially reasonable efforts to advise your organization of the current status and expected resolution time.

- Scheduled maintenance and Updates designed to address performance, with reasonable efforts to notify Clients 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). Active may undertake urgent maintenance at any time deemed necessary and shall provide status updates to Clients as soon as possible.

EXHIBIT B: IMPLEMENTATION SCHEDULE

The following is a tentative implementation schedule based on Client's communicated requirements. The implementation schedule is subject to change from time-to-time at Active's sole discretion.

	Description		Date	
Week 1	Business Process Review	Remote	Complete	
Week 2	Module 1-3 Review & Data Collection Preparation	Remote	Complete	
Week 3	Module 4-6 Review & Data Collection Preparation	Remote	Complete	
Week 4	Module 1-3 Data Collection Review	Remote	Complete	
Week 5	Module 4-6 Data Collection Review	Remote	Complete	
Week 6	Module 1&2 User Testing	Remote	4/11/17	Tues
Week 7	Module 3&4 User Testing	Remote	4/21/17	Fri
Week 8	Module 5&6 User Testing	Remote	4/28/17	Fri
Week 9	Module ALL User Testing	Remote	5/5/17	Fri
Week 10	Training Plan Development	Remote	5/19/17	Fri
Week 11	LMS Core Training	N/A		
Week 12	Supplemental Training	Remote	6/2/17	Fri
Week 13	Supplemental Training	Remote	6/9/17	Fri
Week 14	Go Live Preparation	Remote	6/16/17	Fri
	Go Live	N/A	6/26/17	Mon
	Post Go Live System Optimization	Remote	7/10/17	Mon