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CITY OF SAINT PAUL AGREEMENT

PURCHASER (Referred to as "The City")

City of Saint Paul
15 W Kellogg Blvd
Room 280 City Hall Courthouse
Saint Paul, MN 55102
Phone: 651-266-8900

CONTRACTOR

Active Network, LLC
5850 Granite Pkwy.
Suite 1200
Plano, TX 75024Attn: Legal Department

Contract No: 2843

Effective Date: January 25, 2022

Expiration Date: January 25, 2023

Contract Description: PSA-PARKS-RECREATION MANAGEMENT SOFTWARE-ACTIVE NET

Contacts

Buyer Contact Information:

Rj Lara - raquel.lara@ci.stpaul.mn.us

City Project Manager Contact Information:

Clare Cloyd- Clare.Cloyd@ci.stpaul.mn.us

Contractor Project Manager Contact Information:

Marcus Timms-marcus.timms@activenetwork.com

11-20 CITY TERMS AND CONDITIONS- PSA TEMPLATE

THIS AGREEMENT, made and entered into on the effective date above by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City," and the above named Contractor, hereinafter referred to as "Contractor."

The City and Contractor, in consideration of the mutual terms and conditions, set forth, below, agree as follows: Contractor agrees to provide the services comprised of tasks, deliverables, and timelines described in this Agreement.

Section 1. Time For Completion.

The services rendered by Contractor shall be commenced upon execution of the Agreement and with the specific prior agreement of the City or its designated representative to proceed. The work will be completed in accordance with the schedule mutually agreed upon with the City which follows, but no later than the expiration above. No claim for labor, services, or products provide by the Contractor not specifically provided for in this Agreement, or not specifically agreed to in advance, will be honored by the City.

In the event that there are delays caused by actions of the City or which may be reasonably requested by the Contractor which can change the completion date, Contractor shall request an extension of time for completion of the project. The Project Manager will review the request and may grant to the Contractor such extensions of contract time as may be reasonable.

Section 2. Project Management.

The City requires the Contractor to assign specific individuals as principal project members and to assure that the major work and coordination will remain the responsibility of these individuals during the term of the Agreement. Removal of any principal project member requires replacement by an equally qualified individual(s).

The City has designated the individual on Page 1, as the Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement shall be addressed. The Project Manager shall have the authority to transmit instructions, receive information, and interpret and define the City's policy and decisions pertinent to the work covered by this Agreement.

Section 3. Billings and Payment.

The amounts herein shall fully compensate Contractor for all work and associated costs. The City will honor no claim for services and/or costs provided by the Contractor not specifically provided for in this Agreement. Total costs for the project shall not exceed the amount referenced herein.

Contractor shall submit an itemized invoice monthly or after services are complete. Upon receipt of the invoice and verification of the charges by the Project Manager, the City shall make payment to Contractor within thirty five (35) days, in accordance with Minnesota Statutes Section 471.425 or future amendments. Any contested invoices shall not be paid until the billing issue is resolved, and City shall have thirty-five days from that date for payment.

Section 4. City Responsibilities.

The City agrees to provide Contractor with access to any information from City documents, staff, and other sources under the control of the City needed by Contractor to complete the work described herein.

Section 5. Amendment or Changes to Agreement.

A. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

B. Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

Section 6. Notices.

Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed to the individuals and addresses listed on page one (1).

Section 7. Survival of Obligations.

A. The respective obligations of the City and Contractor under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation or expiration hereof.

B. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, shall terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

Section 8. Records, Dissemination of Information.

A. For purposes of this Agreement, the following words and phrases shall have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

"Work product" shall mean any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results solely from Contractor's services under this Agreement.

"Supporting documentation" shall mean any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other format and other evidences which result solely from Contractor's services under this Agreement, and which are used to generate any and all work performed and work products generated under this Agreement.

"Business records" shall mean any books, documents, papers, account records and other evidences, whether written, electronic, or in other forma, belonging to Contractor and pertaining to work performed under this Agreement.

B. All deliverable work products and supporting documentation shall be delivered to the City, and shall become the property of the City after final payment is made to the Contractor with no right, title, or interest in said work products or supporting documentation vesting in Contractor, except as provided in

this section. Contractor shall retain the right to all its software, intellectual property and templates that are not a project specific deliverable as well as to individual features of the design which Contractor would reasonably expect to be able to recreate in whole or in part in other projects.

C. The Contractor agrees not to release, transmit, or otherwise disseminate information associated with or generated as a result of the work performed under this Agreement without prior knowledge and written consent of the City.

D. In the event of termination, all work product finished or unfinished, and supporting documentation prepared by the Contractor under this Agreement, shall be delivered to the City by Contractor by the termination date and there shall be no further obligation of the City to Contractor except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination.

E. The Contractor shall maintain all business records relating to this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for three (6 years) years from the date of the final payment under the contract for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.

F. The Contractor agrees to abide strictly by Chapter 13, Minnesota Government Data Practice Act, and in particular Minn. Stat. §§ 13.05, subd. 6 and 11; and 13.37, subd. 1 (b) and Minn. Stat. §§ 138.17 and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing functions under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act and Contractor must comply with those requirements as it applicable to contractors or services providers. If any provision of this Agreement is in conflict with the Minnesota Government Data Practices Act or other Minnesota state laws, state law shall control.

Section 9. Human Rights/Affirmative Action/Economic Opportunity.

Contractors must comply with the City of Saint Paul's Human Rights Department's Affirmative Action Requirements in Employment pursuant to Section 183.04 of the Saint Paul Legislative Code, the Rules Governing Affirmative Requirements in Employment, and Chapter A-12 of the Saint Paul Administrative Code governing workplace conduct. The Contractor agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same.

Section 10. Affirmative Action Contract Specifications.

Every contractor or subcontractor whose total accumulated contract awards from the City of Saint Paul over the preceding twelve months have met or exceeded \$50,000 must complete and submit to the Department an Affirmative Action Program Registration form along with a \$75 registration fee (City of Saint Paul Administrative Code Ordinance 86.06 and City of Saint Paul Legislative Code Ordinance 183.04).

Section 11. Compliance With Applicable Law.

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations and standards established by any agency of such governmental units, insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required.

Section 12. Conflict of Interest.

Contractor's acceptance of this agreement indicates compliance with Chapter 24.03, City of Saint Paul Administrative Code: "Except as permitted by law, no city official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City. The contractor also affirms that to the best of the Contractor's knowledge, their involvement in this contract does not result in a conflict of interest with any part or entity which may be affected by the terms of this contract. The Contractor agrees that should any conflict or potential conflict of interest become known to the contractor, they will immediately notify the Purchasing Systems Manager of the situation so that a determination can be made about Contractor's ability to continue performing services under this contract.

Section 13. Hold Harmless.

The Contractor shall defend and indemnify the City of Saint Paul, its officers, agents, and employees from all claims, actions, or suits of any character brought for or on account of any claimed or alleged injuries or damages received by any person or property, resulting from any negligent act or omission by the contractor or any person employed by Contractor in carrying out the terms of this Contract.

Section 14. Assignment.

The City and Contractor each binds itself and its successors, legal representatives, and assigns of r such other party, with respect to all covenants of this Agreement; and neither the City nor the Contractor will assign or transfer their interest in this Agreement without the written consent of Notwithstanding the foregoing, Contractor may assign its rights, claims, and interest of obligations under this Agreement without the consent of City to an affiliate company of Contractor or through any reorganization, merger, consolidation or asset sale of Contractor.

Section 15. Termination.

A. With Cause.

The City reserves the right to terminate this Agreement if the Contractor violates any of the terms or does not fulfill, in a timely and proper manner, its obligations under this Agreement. In the event that the City exercises its right to terminate under this Section, it shall submit written notice to the Contractor, specifying the nature of the breach and the date by which such breach must be cured. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the terminated portions of this Agreement.

B. In the event of termination, the City will pay Contractor for all services and/or products, received by the City up to the receipt of the notice of termination and thereafter until the date of termination. The Contractor will deliver all work products and supporting documentation developed up to the time of termination prior to the City rendering final payment for service. Termination for any reason will not excuse City's obligation to pay in full any and all amounts due for services and/or products received by the City up to the notice of termination, nor will termination by Contractor result in a refund of fees paid.

Section 16. Interpretation of Agreement, Venue.

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

Section 17. Independent Contractor.

It is agreed by the parties, that at all times and for all purposes, within the scope of the Agreement resulting from this solicitation, the relationship of the Contractor to the City is that of independent contractor and not that of employee. No statement contained in the specification or resulting Agreement shall be construed so as to find the Contractor an employee of the City, and Contractor shall be entitled to none of the rights, privileges, or benefits of Saint Paul employees.

Section 18. Waiver.

The waiver by the City of any breach under the terms of this Agreement or the foregoing by the City of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the City's right to any rights and/or remedies with respect to any subsequent breach or default of the terms of the contract. The rights and remedies of the City provided or referred to under the terms of the contract are cumulative and not mutually exclusive.

Section 19. Subcontracting

The Contractor agrees not to enter into any subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the City.

Section 20. Force Majeure

Neither the City nor the Contractor shall be held responsible for performance if its performance is prevented by acts or events beyond the party's reasonable control, including, but not limited to: severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of the legislature, judiciary, or executive.

Section 21. Entire Agreement

The specifications and other solicitation materials associated with this Agreement, including Exhibit A, and these General Terms and Conditions shall constitute the entire Agreement between the parties and shall supersede all prior oral or written negotiations.

Section 22. Insurance.

A. Contractor shall be required to carry insurance of the kind and in the amounts shown below for the life of the Agreement. Certificates for General Liability Insurance should state that the City of Saint Paul, its officials, employees, agents and representatives are Additional Insureds. Policy must include an "all services, products, or completed operation endorsement as a sublimit to the General Liability Policy. Errors and omissions coverage must be included if the Contractor will be providing services for the City as a sublimit of the General Liability policy. Agent must state on the certificate if company carries errors and omissions coverage.

1. General or Business Liability Insurance

\$1,500,000 per occurrence
\$2,000,000 aggregate per project
\$2,000,000 products/completed operations total limit
\$1,500,000 personal injury and advertising

Errors and Omissions

\$1,000,000 per occurrence
\$1,000,000 aggregate

2. Automobile Insurance

a. Commercial Vehicles. When Commercial vehicles are used in connection with a contract these minimum coverage amounts are required:

Bodily Injury

\$750,000 per person
\$1,000,000 per accident

Property Damage

Not less than \$50,000 per accident
Coverage shall include: hired, non-owned and owned auto

b. Personal Vehicles. When Personal vehicles are used in connection with a contract, the City is not required to be named as Additional Insured, but proof of insurance is required prior to commencement of activities. Contractor must provide City with Endorsements from insurance company.

Bodily Injury

\$30,000 per person
\$60,000 per accident

Property Damage

\$20,000 per accident

c. Rental Vehicles. When Rental vehicles are used in connection with a contract, the Contractor shall either purchase insurance from the rental agency, or provide City with proof of insurance as stated above.

3. Worker's Compensation and Employer's Liability Worker's Compensation per Minnesota Statutes Employer's Liability shall have minimum limits of:

\$500,000 per accident;
\$500,000 per employee;
\$500,000 per disease policy limit.

a. Contractors with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide the City with a completed "Certificate of Compliance" (State of Minnesota form MN LIC 04) verifying their number of employees and the reason for their exemption.

4. Professional Services Coverage. Professional Liability Insurance is required when a contract is for service for which professional liability insurance is available for purchase. Professional Liability shall have minimum liability limits of:

\$1,000,000 per occurrence
\$2,000,000 aggregate

Higher liability limits may be required at the discretion of the City depending on project scope.

5. Work Scope Specific Insurance. Pollution Liability or Hazardous Waste, Builder's Risk, or other specialty insurance is required when a contract for which the insurance type will apply in the following minimum amounts:

Pollution Liability / Hazardous Waste
\$1,000,000 per occurrence
\$1,000,000 aggregate

Builder's Risk Insurance is required for the cost of the project.

Fireworks Insurance is required in the amount of \$5,000,000 minimum when fireworks will be used at an event to be held on City property.

Liquor Liability Insurance is required when liquor will be served at an event. Limits are dependent on the size of the event, but shall not be less than:

\$1,000,000 per occurrence
\$1,000,000 aggregate

Higher limits and/or additional insurance coverage may be required at the discretion of the City depending on project scope.

7. General Insurance Requirements

- a. All policies shall be written on an occurrence basis or as acceptable to the City. Certificate of insurance must indicate if the policy is issued on a claims-made or occurrence basis.
- b. The Contractor may not commence any work until Certificates of Insurance covering all of the insurance required for this project is approved and the Project manager has issued a notice to proceed. Insurance must remain in place for the duration of the original contract and any extension periods.
- c. The City reserves the right to review Contractor's insurance policies at any time, with reasonable notice provided, to verify that City requirements have been met.
- d. Nothing shall preclude the City from requiring Contractor to purchase and provide evidence of additional insurance if the scope of work changes, if the amount of the contract is significantly increased, or if the exposure to the City or its citizens is deemed to have increased.
- e. Satisfaction of policy limits required above for General Liability and Automobile Liability Insurance, may be met with the purchase of an umbrella or excess policy. Any excess or umbrella policy shall be written on an occurrence basis, and if such policy is not written by the same insurance carrier, the proof of underlying policies shall be provided with any certificate of insurance.

Section 23. Counterparts.

The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument

Section 24. Electronic Signatures.

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

Section 25. Additional Terms and Conditions Incorporated by Reference.

Any additional terms and conditions or project specific specifications that will be added to this Agreement shall be accepted and approved by both parties to this Agreement.

Exhibit A - SOW

BRIEF DESCRIPTION OF PROJECT:

The Parks Department needs a One-year subscription to ACTIVE Net, a Recreation Management Software.

SCOPE OF WORK TO INCLUDE DELIVERABLES:

Contractor will provide the following services to install the City's ActiveNet system that will provide activity registration, facility reservations, membership management, point of sale, league scheduling, hosted internet registration and reports within designated City departments and facilities, as more fully set forth in this Statement of Work (SOW):

1. Contractor will install and ensure "best practices" and accurate configuration of all software.
 - a. Software Provided with unlimited licenses:
 - i. Activity Registration
 - ii. Facility reservation w/ Resource Scheduler
 - iii. Daycare
 - iv. Membership
 - v. Point of Sale
 - vi. League Scheduling
 - vii. Public Access
 - viii. Quick Reserve
 - ix. Online Quick Reserve
 - x. General Setting
2. Contractor will provide end-user, technical, and system administration training
3. Contractor will provide knowledge transfer to City staff
4. Contractor will supply the following support and maintenance for hosted customers:
 - Installation of new software releases
 - Monitoring of connectivity and critical functionality at all times (24hr x 365 days/year) by highly skilled personnel using an extensive series of automated probes from multiple locations
 - Response to site-down/critical issues within one hour, with reasonable efforts to advise your organization of the current status and expected resolution time
 - Service agreements between the contractor and critical vendors essential to the continuing successful operation of the hosted environment
 - Scheduled maintenance to increase performance, fix defects or update applications, with reasonable efforts to notify your organization of scheduled maintenance times and potential impacts to service
 - Urgent maintenance (done to correct network, hardware or software issues that are likely to cause significant service disruption and that require immediate action), which may temporarily degrade service or cause outages. The contractor may undertake urgent maintenance at any time deemed necessary and shall provide status updates to your organization as soon as possible.

Support also includes, if such assistance can be provided in 15 minutes or less:

- Limited assistance with report customization (Class) or creation of custom queries
- Assistance troubleshooting Third Party products i.e. Crystal Reports, Citrix client
- Assistance to isolate and/or troubleshoot difficulties resulting from sources other than Active Network products and services, such as:
 - General network/internet support i.e. network access, printing, internet access
 - PC hardware troubleshooting
 - PC setup, configuration and optimization
 - Network operating system configuration and functionality
 - Basic Microsoft Windows functionality (i.e. Windows Explorer or Internet Explorer)
 - Loss of supervisor or other password

COMPENSATION AND PAYMENT TERMS

Monthly Cost for Subscription to Recreation software includes

- Monthly model includes the following fees:
 - All offline cash/check transactions
 - All online transactions
 - All support and Upgrades
 - \$8,000.00 a month

The total contract is not-to-exceed \$96,000.00. Upon receipt of the invoice and verification of the charges by the Project Manager, the City shall make payment to Contractor within thirty five (35) days.

CONTRACT LINES

Item	Item Description	Unit of Measure	Base Cost
SOFTWARE SUBSCRIPTION	SEE EXHIBIT A- SOW	8P	49,000.00000

Exhibit B – Product and Services General Terms

1. AGREEMENT STRUCTURE AND SCOPE.

- 1.1. **Incorporation of EULAs.** City's use of any Third Party Products hereunder may be subject to, and City will comply with, this Agreement and any applicable Third Party EULA(s).
- 1.2. **Affiliates.** City's Affiliates may order Products from Contractor (or one of Contractor's Affiliates) by entering into a Schedule. In the event that a City Affiliate enters into a Schedule with Contractor (or an Affiliate of Contractor), reference in this Agreement to "**City**" and "**Contractor**" will mean the respective entity that accepts (as described in the Preamble) the applicable Schedule. Each such Schedule will be deemed to be a separate agreement.

2. FINANCIAL TERMS.

- 2.1. **Taxes.** The prices in this Agreement do not include Taxes. City is responsible for and agrees to pay any and all Taxes. If City is tax-exempt, City will send Contractor a copy of its valid tax-exempt certificate (or, as applicable, its reseller's certificate) prior to execution of any Schedule. City is solely responsible for determining which, if any, Taxes apply to City's use of the Products and for collecting, remitting, and reporting the correct amounts of all such Taxes to the applicable governmental authorities, even if Contractor provides City with tools that assist City in doing so. In the event that a governmental authority requires Contractor to pay any Taxes attributable to City's use of the Products, City agrees to defend, indemnify, and hold Contractor harmless from all such Taxes and all costs and expenses related thereto.

3. LIMITED RIGHTS AND OWNERSHIP; INDEMNIFICATION.

- 3.1. **Reservation of Rights.** All rights not expressly granted in this Agreement are reserved by Contractor and its licensors. City acknowledges that: (a) all Protected Materials are licensed and not sold; (b) City acquires only the right to use the Products in accordance with this Agreement, and Contractor and/or its licensors will retain sole and exclusive ownership of and all rights, title, and interests in the Products, including the following: (i) all Intellectual Property embodied or associated with the Products, (ii) all deliverables and work product associated with the Products, and (iii) all copies and derivative works thereof; and (c) the Products, including the source and object codes, logic, and structure, contain and constitute valuable trade secrets of Contractor and its licensors.
- 3.2. **Restrictions.** Unless otherwise set forth in a EULA, Exhibit C, or Schedule, City will not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party: (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the Protected Materials; (b) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the Products in whole or in part, for competitive purposes or otherwise; (c) allow access to, provide, divulge, or make available the Protected Materials to any user other than those who are licensed to have such access; (d) write or develop any derivative works based upon the Products; (e) modify, adapt, translate, or otherwise make any changes to the Products or any part thereof; (f) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a service bureau basis; (g) disclose or publish, without Contractor's prior written consent, (i) performance or capacity statistics, or the results of any benchmark test performed on the Products, or (ii) the terms (but not the existence) of this Agreement or other valuable trade secrets of Contractor or its licensors; (h) without Contractor's prior written consent, perform or disclose or cause to be performed or disclosed any information related to any security penetration or similar tests; (i) disclose or otherwise use or copy the Protected Materials except as expressly permitted herein; (j) remove from any Products identification, patent, copyright, trademark, or other notices or circumvent or disable any security devices' functionality or features; (k) contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or Intellectual Property rights, title, or interests of Contractor in and to any Products; (l) use the Products for other than authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others; (m) take any steps to avoid or defeat the purpose of security measures associated with the Products, such as sharing of login and password information, or attempt to circumvent any use restrictions; or (n) except as expressly permitted by this Agreement, use the Protected Materials for hosting purposes.
- 3.3. **Enforcement.** City will (a) ensure that all users of Products comply with the terms and conditions of this Agreement; (b) promptly notify Contractor of any actual or suspected violation thereof; and (c) cooperate with Contractor with respect to any investigation and enforcement of this Agreement.

4. DISCLAIMERS AND LIMITATION OF LIABILITY.

4.1 EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES, IF ANY, SET FORTH HEREIN IN EXHIBIT C, AND IN EXHIBIT D ARE LIMITED TO THEIR EXPRESS TERMS AND ARE IN LIEU OF, AND CONTRACTOR, ITS LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY (A) WARRANTY THAT THE PRODUCTS ARE ERROR-FREE OR "BUG"-FREE, ACCURATE, SECURE, OR RELIABLE; (B) WARRANTY THAT THE PRODUCTS WILL OPERATE WITHOUT INTERRUPTION; (C) WARRANTY THAT ALL ERRORS WILL BE CORRECTED OR THAT THE PRODUCTS WILL COMPLY WITH ANY LAW, RULE, OR REGULATION; (D) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; (E) IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (F) WARRANTY THAT THE PRODUCTS WILL MEET CITY'S REQUIREMENTS. CONTRACTOR WILL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, STATUTE, TORT, OR OTHERWISE), INCLUDING DAMAGES FOR LOST PROFITS, LOST SAVINGS, COST OF REPLACEMENT SERVICES, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT CONTRACTOR HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION ONLY APPLIES WHERE ALLOWED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO (I) THE AMOUNT OF FEES ACTUALLY PAID BY CITY AS CONSIDERATION FOR THE SPECIFIC PRODUCT UNDER THE APPLICABLE SCHEDULE GIVING RISE TO SUCH CLAIMS DURING THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE, OR (II) IF NO SUCH PAYMENTS HAVE BEEN MADE OR SUCH AMOUNTS CANNOT BE CALCULATED, 10,000 U.S. DOLLARS (OR THE EQUIVALENT THERETO AS DETERMINED BY THE APPLICABLE COUNTRY'S CURRENCY), AS APPLICABLE. NOTWITHSTANDING THE ABOVE, IF YOU RESIDE OUTSIDE OF THE U.S., THIS DOES NOT AFFECT CONTRACTOR'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE, NOR FOR FRAUDULENT MISREPRESENTATION, MISREPRESENTATION AS TO A FUNDAMENTAL MATTER, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

4.2 FOR THE PURPOSES OF THIS SECTION 4 AND ANY INDEMNIFICATION PROTECTING CONTRACTOR UNDER THIS AGREEMENT, REFERENCE TO ACTIVE WILL ALSO INCLUDE ITS SUPPLIERS AND LICENSORS.

5. GENERAL PROVISIONS.

- 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. Suspension.** Contractor will be entitled to suspend any or all Services or deactivate City's account, including suspending its performance and obligation to remit payments hereunder, upon 10 days' written notice to City in the event Contractor reasonably believes that City is in breach of this Agreement, if the City does not cure the breach within 10 days.
- 5.3. Export; Anti-Bribery.** The Products may include encryption software or other encryption technologies that may be controlled for import, transfer, export, or other purposes under Export Laws. City may not export, re-export, transfer, or re-transfer or assist or facilitate in any manner the export, re-export, transfer, or re-transfer of or provide access to any portion of the Products in violation of Export Laws, as determined by the laws under which City operates, including: (a) to any country on Canada's Area Control List; (b) to any country subject to U.N. Security Council embargo or action; (c) contrary to Canada's Export Control List Item 5505; (d) to countries subject to U.S. economic sanctions and embargoes; and (e) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items, including, to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; the Bureau of Industry and Security's Denied Persons List, Entity List, or Unverified List; or the Department of State Debarred List. City hereby represents and covenants that: (i) City is eligible to access the Products under Export laws and all other applicable

laws; and (ii) City will import, export, re-export, transfer, or re-transfer the Products to, or use or access the Products in, any country or territory only in accordance with Export Laws and all other applicable laws. Furthermore, City hereby represents and covenants that, in connection with its respective activities conducted under this Agreement, it will comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, as amended, and the Convention on Combating Bribery of Foreign Public Officials and has not and will not make or receive, directly or indirectly, any payments or gifts, or offers or promises of payments or gifts or things of value in exchange for anything that may arise out of this Agreement in a manner that would violate these laws and rules or any other applicable anti-corruption or anti-bribery laws or regulations.

- 5.4. Relationship.** This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.
- 5.5. Severability.** If any part or provision of this Agreement is held to be unenforceable, illegal, or invalid by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable, illegal, or invalid provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable, illegal, or invalid provision and this Agreement will be deemed amended accordingly.
- 5.6. Survival.** The following provisions will survive any termination, cancellation, or expiration of this Agreement: Sections 1, 2, 3.2, 4, 5.2, 6, and 7 of this Exhibit B, and such other provisions that should reasonably survive termination, cancellation, or expiration hereof.
- 5.7. Amendments; No Waiver.** No amendment or waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against which it is sought to be enforced.
- 5.8. No Third Party Beneficiaries.** This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any City of a party, or any employee of a City of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Contractor under this Agreement will apply equally to its licensors and suppliers, and the owner of the Third Party Products with respect to the Third Party Products, and such third parties are intended third party beneficiaries of this Agreement, with respect to the Third Party Products as applicable.

6.14 Order of Precedence. To the extent any terms and conditions of this Exhibit B conflict with the terms and conditions of Exhibit C, the provisions of Exhibit C will control. To the extent any provision of this Exhibit B or Exhibit C conflict with the provisions of a Third Party EULA, the Third Party EULA will control. In the event of a conflict between a Schedule and this Exhibit B or Exhibit C, Exhibit B or Exhibit C (as applicable) will control, provided, however, that such standard variable terms such as price, quantity, license scope, payment terms, shipping instructions, and the like will be specified on each Schedule. In the event that any provision of Exhibit B, Exhibit C, Exhibit D, or the Third Party EULA and the PSA Terms and Conditions conflict, the PSA Terms and Conditions will control.

6.15 Interpretation. Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time. The headings and pronouns contained herein are for convenience and ease of reference only and will not affect the construction or interpretation of this Agreement. The word "including" in this Agreement means "including, without limitation." All references to days means calendar days. This Agreement will not be construed in favor of or against a party based on the author of the document.

6.16 Counterparts. The PSA Terms and Conditions, , Schedule, and any exhibits thereto may be executed in one or more counterparts, each of which will constitute an enforceable original of this Agreement, and the parties agree that electronic or digital signatures, as well as pdf scanned copies of signatures, will be as effective and binding as original signatures.

6.17 Remedies Cumulative; Injunctive Relief. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Furthermore, in the event of a breach or threatened breach of the intellectual property obligations in this Agreement, Contractor, in addition to any and all other rights (at law or in equity) which may be available, will have the right of injunctive relief and other appropriate equitable remedies to restrain any such breach or threatened breach, without the requirement of posting a bond.

6. DEFINITIONS.

"Affiliates" of a designated corporation, company, partnership, 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 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.

"Agreement" means the PSA Terms and Conditions, together with all Exhibits and Schedules accepted by the parties.

"Desktop Software" means each Contractor-developed and/or Contractor-owned software product in machine readable object code (not source code) that is installed on desktop(s) or server(s) controlled by City, the Documentation for such product, and any Updates and Upgrades thereto.

"Documentation" means the user instructions, release notes, manuals, or on-line help files in the form generally made available by Contractor, regarding the use of the applicable Software or Services, as updated by Contractor from time to time.

"Effective Date" means the date that City accepts this Agreement (as described in the Preamble).

"Export Laws" means export control laws and regulations of the countries and/or territories in which Contractor operates or in which the Products are used, accessed, or from which the Products are provided.

"Hardware" means computer hardware, equipment, and/or utilities supplied by Contractor pursuant to a Schedule.

"Intellectual Property" means any and all intellectual property and proprietary rights (in whole or in part) recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed, or recorded, including inventions, technology, patent rights (including patent applications, divisions, and disclosures), copyrights and all works of authorship (whether or not copyrightable), moral rights, trade secrets, trademarks and other indicators of source (and the goodwill associated therewith), service marks, trade dress, logos, methodologies, procedures, processes, know-how, tools, utilities, techniques, protocols, various concepts, ideas, methods, models, templates, software, source code, algorithms, tools, utilities, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, layouts, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Contractor has created, acquired, or otherwise has rights in, and may, in connection with the Products or the performance of Services hereunder, create, employ, provide, modify, create, acquire, or otherwise obtain rights in, and in each case includes any derivative works, alterations, and other modifications using, incorporating, based on, or derived from the foregoing.

"Maintenance Services" means the provision of Updates and Upgrades related to the Software all as more particularly set out in Exhibit C and/or Schedule.

"Products" means, collectively, SaaS, Desktop Software, Services, Hardware, and all other services, products, or materials provided by Contractor to City under the terms of this Agreement.

"Professional Services" means the implementation, site planning, configuration, integration, and deployment of the Software or SaaS, training, project management, and other consulting services.

"Protected Materials" means Products, except for Hardware.

"SaaS" means (a) the software as a service which is hosted by Contractor or its hosting providers and which is accessed by City and its users via the internet; (b) Contractor's web sites; and (c) associated services, as more fully described in Exhibit C. SaaS functionality is subject to change from time to time at Contractor's sole discretion.

"Services" means, collectively, (a) Professional Services; (b) Maintenance Services; (c) Support Services; and (d) any other services set forth in a Schedule.

"Schedule" means the document, schedule, quote, pricing form, web page, order form, or similar document and the terms and conditions contained therein "accepted" (as described in the Preamble) by the parties that describes order-specific information, such as a description of Products ordered, features, options, license details, and fees.

“Software” means the SaaS and the Desktop Software, collectively.

“Support Services” means the provision of technical assistance for Software or Hardware as further described in Exhibit C and/or Schedule.

“Taxes” means any and all applicable taxes, including sales, use, excise, withholding, assessments, stamp, transfer, value-added, duties, tariffs, export charges, import charges, and other taxes or assessments (however designated) imposed by any foreign, federal, provincial, state, or local governmental authority upon or applicable to Products arising out of this Agreement, other than those based on Contractor’s net income.

“Third Party EULA” means the end user license agreement, if any, that accompanies the Third Party Products, which governs the use of or access by City to the applicable Third Party Products.

“Third Party Products” means those hardware, firmware and/or software products, including updates and enhancements thereto, if any, owned by third parties, together with all user manuals and other documents accompanying the delivery of the Third Party Products.

“Updates” means bug fixes, patches, error corrections, minor releases, or modifications or revisions that enhance existing performance of the Software that are provided as part of Maintenance Services. Updates exclude Upgrades.

“Upgrades” means a new Software release that contains major functionality enhancements or improvements; and which is designated by an incremental increase in the release number to the left of the decimal point (by way of example only, release 5.0 designates an Upgrade from release 4.x). Upgrades exclude new products, modules or functionality for which Contractor generally charges a separate fee.

Exhibit C – Recreation and Membership Management Terms

1. **SERVICES.** Contractor will provide Services related to events, camps, licenses, classes, tickets, contests, permits, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, “**Events**”), including without limitation access to its SaaS. City agrees to cooperate with Contractor and to provide Contractor with certain information relating to City’s organization as necessary for Contractor to provide the Services and SaaS. SaaS provided hereunder are deemed delivered when access is made available to City.
2. **LICENSE TO INTELLECTUAL PROPERTY/PROMOTION.**
 - 2.1. Contractor hereby grants to City a limited, non-exclusive, non-transferable, non-sublicensable license during the term of this Agreement (a) to use the SaaS for the purposes of offering, promoting, managing, tracking, and collecting fees in connection with City’s Event(s) solely in accordance with the Agreement and the Schedule, which for purposes hereof will include the support and maintenance handbook applicable to the Products, as may be updated from time to time, such handbook being available for review in the City portal, and (b) to display, reproduce, distribute, and transmit in digital form Contractor’s name and logo solely for the purposes set forth in this [Section 2](#). City hereby grants to Contractor a limited license to use information provided by City relating to City’s organization and Event, which may include content regarding the Event, City’s organization’s name, trademarks, service marks, and logo, in connection with the promotion of City’s organization or Events and the Services that Contractor provides.
 - 2.2. City will make reasonable efforts to promote and encourage the use and availability of the SaaS in connection with the promotion of Events. During the term of this Agreement, Contractor will be the sole and exclusive provider of registration software and other services similar to the Software and Services provided to City hereunder for all of City’s Events for which registration begins during the term of this Agreement until the Event occurs. City expressly understands and agrees that the exclusivity set forth in this [Section 2.2](#) is consideration in exchange for the pricing and other benefits being provided to City hereunder.
 - 2.3. Contractor may present commerce offers to users who register for, sign up, or otherwise use the SaaS in connection with the Events (“**End Users**”). Any such End Users may opt in to receive information, items, or promotions/deals from Contractor or third parties, in which case, Contractor or such third party will be responsible for fulfillment and providing customer service for any such offers. City will not present any competing offers to End Users.
 - 2.4. City will: (a) not use the SaaS to transmit, publish, or distribute any material or information: (i) for which City 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; (ii) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the SaaS; (iii) that is inaccurate or misleading; (iv) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) that contains a virus or malicious code; or (vi) that includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable person would consider private in nature; (b) not attempt to gain access to any systems or networks that connect to the Services and SaaS except for the express purpose of using the SaaS for their intended use; (c) not engage in any activity that interferes with or disrupts the SaaS; (d) not use the SaaS in violation of the CAN-SPAM Act, Canadian Anti-Spam Legislation, or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications.
3. **INFORMATION COLLECTION.**
 - 3.1. Contractor collects certain information from End Users (collectively, “**Participant Information**”). City may login to Contractor’s data management system to access the Participant Information. City is responsible for the security of its login information and for the use or misuse of such information. City will immediately disable a user’s access who is using the SaaS on its behalf or notify Contractor in writing if any such user is no longer authorized or is using such information without City’s consent. Contractor may rely, without independent verification, on such notice, and City, inclusive of City’s parent, subsidiaries, and affiliated 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 Contractor from any claims arising from Contractor providing, denying, suspending, or modifying access to or use of the SaaS and Services of any individual as directed by City or by someone who Contractor reasonably, under the circumstances, believes is authorized to act on behalf of City. In the event of any dispute between two or more parties as to account ownership, City agrees that Contractor will be the sole arbiter of such dispute in its sole discretion and that Contractor’s decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties. City

agrees not to use the Software or Services to collect or elicit (a) any special categories of data (as defined in the European Union Data Protection Directive, as may be amended from time to time), including, but not limited to, data revealing racial or ethnic origin, political opinions, religious or other beliefs, trade-union membership, as well as personal data concerning health or sexual life or criminal convictions other than as expressly directed by Contractor, and in such event, only in pre-defined fields within the Software that are intended for that purpose; or (b) credit card information other than in pre-defined fields within the Software that are intended for that purpose.

- 3.2. Both parties agree to use the collected information in compliance with (a) all applicable laws, rules and regulations, including, without limitation, those governing privacy and personal information (e.g., by including an appropriate CAN-SPAM Act and Canadian Anti-Spam Legislation opt out mechanism in email communications) and the use of credit card data (e.g., using credit card information only for purposes authorized by the cardholder); (b) applicable credit card network rules and Payment Card Industry Data Security Standards; and (c) Contractor's privacy policy, as published on its website or otherwise provided by Contractor from time to time.

4. FEES.

- 4.1. City will pay the fees as more fully described in the applicable Schedule. Unless otherwise set forth in the applicable Schedule, Contractor will charge registration fees to individuals who register for the Events or purchase goods or services online, and will process and collect such fees as a merchant of record according to the card networks. On a bi-weekly basis, unless otherwise set forth in the applicable Schedule, Contractor will pay City sums due to City based on the total fees collected, net of Contractor's service fees as set forth in the applicable Schedule and any other deductions provided herein. The applicable currency will be set forth in the Schedule.
- 4.2. Contractor may suspend its performance hereunder, including remitting payments, or terminate the Agreement in the event it reasonably believes that City's use of the Services or SaaS is not in compliance with applicable law or the Agreement, is fraudulent, or is otherwise suspect, or if there is a dispute as to the legal authority of a City-associated party to perform hereunder. If Contractor reasonably believes that a transaction may be fraudulent or otherwise contrary to law, Contractor may issue an invoice or offset an equivalent amount from City's account or any payment Contractor owes to City and return the value to the End User (as set forth below) and if sufficient funds are not available, City must reimburse Contractor on demand. Contractor will notify City of the reason for such offset provided that it is lawful to do so.
- 4.3. If the Schedule indicates that City is paying on a subscription basis, City will be invoiced for the first year of subscription fees upon the date of the first live operational use of the SaaS for the Event(s) ("**Go-Live Date**"), with subsequent annual subscription fees being invoiced upon each anniversary of the Go-Live Date.
- 4.4. If (a) there are any overdue amounts owed by City; or (b) there are returned charges or items, including those resulting from any error or complaint related to an Event, Contractor has the right to charge fees owed to Contractor by City by issuing an invoice, or by offsetting the deficiency from any account balance City maintains with Contractor or any payment Contractor owes City.
- 4.5. All fees described in the applicable Schedule are in consideration of the SaaS and Services that Contractor provides. Contractor and City 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.
- 4.6. In the event City is entering into this Agreement and using the Services and/or SaaS for the benefit of a third-party Event or organization ("**Third Party Recipient**"), City agrees that Contractor can remit amounts directly to the Third Party Recipient identified by City. In addition, City will cause each Third Party Recipient to agree to and comply with provisions that are at least as protective of Contractor as Section 4 and Section 5 of this Exhibit B in City's agreement with such Third Party Recipient. Should City fail to obtain such agreement to such provisions and the failure results in costs or damages to Contractor, City agrees to assume all defense of such claims, defend, indemnify, and hold Contractor harmless from any such costs and damages. In addition, City is responsible and liable for each Third Party Recipient's compliance with the terms and conditions of the Agreement.
- 4.7. It is City's responsibility to notify End Users of City's refund policy. City must ensure that City's refund policies are consistent with the Agreement. City agrees that all fees for a given Event are earned by City only following either the conclusion or delivery of the applicable Event (as applicable) and all amounts ultimately due to City will be net of all service fees, reversals, refunds, disputed charges, chargebacks and other deductions whether due to customer complaints, allegations of fraud, discrepancies related to the

applicable Event or otherwise. No payments will be made to City with respect to any Event that is cancelled. If payments have already been made by Contractor to City for a cancelled Event or if Contractor reasonably determines that it is prudent or otherwise necessary to pay a refund to or honor a chargeback request from an End User, Contractor may issue an invoice or offset an equivalent amount from City's account or payment owed by Contractor to City and return the value to the End User, and if sufficient funds are not available, City must reimburse Contractor on demand. Contractor will notify City of the reason for such offset provided that it is lawful to do so.

4.8. When Contractor is acting as the merchant of record and City elects to include an additional fee in the End Users' cart that is identified as a "sales tax" or similar designation, then, no more frequently than once per calendar year during the term of the Agreement, Contractor may, upon at least 5 business days' prior written notice, (i) require City to send to Contractor City's books and records related to its sales tax payments, and/or (ii) visit City's premises during City's normal business hours to review City's sales tax payments.

5. **INDEMNIFICATION.** To the extent not prohibited by law, City will defend, indemnify, and hold Contractor harmless from and against any third party claim, demand, cause of action or proceedings) ("**Claims**") against Contractor to the extent that such Claim is (a) based upon (i) injury or death to a person or damage to property resulting from the participation in an Event operated by City in connection with the Services and/or SaaS; (ii) City's provision to Contractor of materials, products, or services as part of City's obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used by Contractor in accordance with the Agreement; (iii) use or unauthorized disclosure of Participant Information by City or other third parties to whom access is given to Participant Information as provided hereunder; (iv) City's use of the Services and/or SaaS in violation of Section 2.4 of this Exhibit B; (v) any claims for refunds, reversals or chargeback requests from End Users; or (b) brought by a Third Party Recipient or brought in connection with Contractor's payment to a Third Party Recipient of any fees due hereunder in accordance with the Agreement.

6. **TERM AND TERMINATION.**

6.1. Unless otherwise set forth in the applicable Schedule, the term of this Agreement will be for 12 months from the Effective Date with renewals by mutual written agreement of the Parties.

6.2. If City has entered into a sub-merchant agreement for payment processing services, and such agreement is terminated by the applicable acquiring bank, Contractor may terminate this Agreement.

7. **MISCELLANEOUS.**

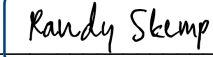
7.1. Sections 5, 6, and 8 of this Exhibit B and any fees owed by City will survive any termination or expiration of the Agreement.

City of Saint Paul
15 W Kellogg Blvd
Saint Paul, MN 55102

City:
This Agreement has been duly executed by the
City of Saint Paul via electronic approval

Active Network, LLC
5850 Granite Pkwy.Suite 1200 Plano, TX 75024

Contractor: DocuSigned by:


Signature 042FAC5901474C9...

Randy Skemp

Printed Name

Vice President, Sales

Title

1/25/2022 | 8:48 AM CST

Date