



Chandler · Arizona
When Values Make The Difference

**PURCHASING ITEM
FOR COUNCIL AGENDA
CS14-017**

1. Agenda Item
Number: **24**

2. Council Meeting
Date:
September 12, 2013

TO: **MAYOR & COUNCIL**

THROUGH: **CITY MANAGER**

3. Date Prepared: August 16, 2013

4. Requesting Department: Community
Services

5. SUBJECT: Community Services Registration/Reservation Hosted Services

6. **RECOMMENDATION:** Recommend award of Agreement #CS2-920-3064 to The Active Network (TAN) for the purchase of Community Services registration/reservation hosted services in an amount not to exceed \$108,200.00, of which \$28,200.00 is one-time implementation costs and \$80,000.00 is estimated ongoing transaction fees ("fee for use" service fee) for the hosted solution; and approve the Fund Transfer of ongoing funds in the amount of \$15,394.00 from the ITOC Operations Cost Center and one-time funds in the amount of \$41,356.00 from the ITOC Capital Cost Center to the Community Services Aquatic Cost Center.

7. **HISTORICAL BACKGROUND/DISCUSSION:** Community Services has utilized a computerized registration/reservation management system since 1992. The current system, Safari Rec Ware, enables staff and customers to register for classes and activities (over-the-counter and online), and allows staff to assist customers to reserve facilities, pavilions, and ball fields as well as sell memberships and point-of-sale items. On July 24, 2012, TAN announced End of Product Support for its Safari software effective October 31, 2013.

TAN will replace the Community Services current Safari software system with a hosted solution. In addition to the features the current Safari system provides, the TAN system will provide enhanced functionality enabling customers to reserve ball fields and pavilions online, use credit cards at the aquatic centers, provide more efficient control over resident and non-resident fee assessments, and ensure PCI-DSS (Payment Card Industry-Data Security Standard) compliance for these payments. Utilizing a hosted solution will provide citizens with a better user experience, especially during peak registration periods, as TAN will be responsible for ensuring that the registration system is available for the large volume of transactions hitting the system at one time.

The Active Network contract is for five (5) years from the go-live date of the first phase of the implementation plan, with automatic renewals for five (5), one (1) year terms.

8. **EVALUATION PROCESS:** After an unsuccessful on-site test installation from the initial Request for Proposal (RFP) process in April 2010, the City issued a second RFP on December 2, 2011, to vendors experienced in providing registration/reservation systems and/or hosted services. Four vendors responded: Vermont Systems, US eDirect, e-Trak Plus, and The Active Network (TAN). An evaluation committee comprised of members from Recreation, Aquatics, and IT evaluated the proposals in accordance with established City policies and procedures. E-Trak Plus scored the most points based on the criteria in the RFP; then an on-site test environment was implemented. The on-site test installation failed as the system was not able to provide necessary functionality as originally promised. The evaluation committee determined the best course of action was to move on to the second highest scoring proposer, TAN. As part of the early negotiation process, staff was able to confirm the functionality of TAN through a series of interactive demonstrations. The evaluation committee recommends the award be made to TAN.

The original tiered proposal from the hosted TAN solution included both a "fee for use" service fee and payment processing combined, which was estimated at a total of \$420,000.00 more than the final negotiated contract. Staff negotiated a flat "fee for use" service fee at 2.25% per transaction amount for the hosted TAN solution. This allows for the costs to be based on the actual usage of the system rather than potentially overpaying for services the City may not use. While contractually the term "transaction fee" is used as a payment rate reference, the intent of the term is to reference the cost of hosting the services provided by the TAN system which includes ongoing costs of support and maintenance, software development, servers,

security, infrastructure, and PCI-DSS compliance (not credit card fees). The contract terminology, while seemingly confusing, is standard for TAN hosted solution contracts and a term they were not willing to revise.

TAN includes a built in payment process as part of its online reservation and registration system. The City compared TAN's payment process to InvoiceCloud, the City's recently selected electronic payment portal processor. It was determined that to run all TAN payments through InvoiceCloud is cost prohibitive as it would be a duplication in the payment services provided by InvoiceCloud and TAN. Credit card fees are not part of the hosted transaction fees, but will be billed separately through the City's existing banking agreement.

9. FINANCIAL IMPLICATIONS: The one-time fee of \$28,200.00 implementation costs will come from the Information Technology Oversight Committee (ITOC) Capital Cost Center (401.1285.5219.0000.61C003).

Based on FY 2011-12 actual transaction history, it is estimated that ongoing transaction fees will be \$80,000.00 and will come from funds currently available in Community Services budget (101.4520.5818.0.0, 101.4551.5810.8RTE, 101.4555.5810.8PRA, 101.4560.5818.0.0 and 101.4550.5818.8RA1) for the old Safari annual support and maintenance fees of \$23,250.00.

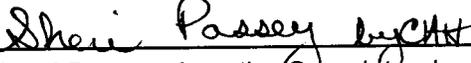
Funding for this agreement purchase will require a transfer of ongoing funds in the amount of \$15,394.00 from the ITOC Operations Cost Center (101.1286.5419.0000.61C003); and one-time funds in the amount of \$41,356.00 from the ITOC Capital Cost Center (401.1285.5219.0000.61C003) to the Community Services Aquatic Cost Center (101.4520.5818.0000.0000). Community Services will submit a Decision Package during the FY 2014-15 budget process to request the additional (\$41,356.00) ongoing funds.

Additionally, another \$50,000.00 from ITOC capital one-time funds (401.1285.5219.0000.61C003) are anticipated to be spent for hardware and data conversion necessary for TAN to be fully operational.

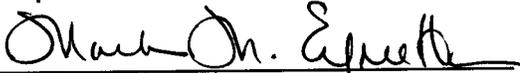
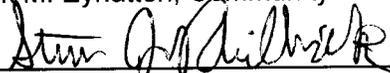
10. PROPOSED MOTION: Move to award Agreement #CS2-920-3064 with The Active Network for the purchase of Community Services registration/reservation hosted services in an amount not to exceed \$108,200.00, of which \$28,200.00 is one-time implementation costs and \$80,000.00 is estimated ongoing transaction fees ("fee for use" service fee) for the hosted solution; and approve the Fund Transfer of ongoing funds in the amount of \$15,394.00 from the ITOC Operations Cost Center and one-time funds in the amount of \$41,356.00 from the ITOC Capital Cost Center to the Community Services Aquatic Cost Center.

APPROVALS

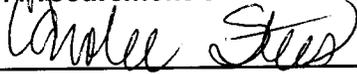
11. Requesting Department


Sheri Passey, Aquatics Superintendent

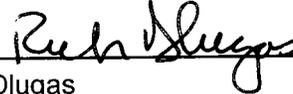
12. Department Head


Mark M. Eynatten, Community Services Director

Steven Philbrick, Chief Information Officer

13. Procurement Officer


Carolee Stees, CPPB

14. City Manager


Rich Dlugas

GENERAL TERMS



PRODUCTS AND SERVICES AGREEMENT

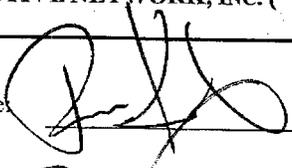
CLIENT INFORMATION			
ORGANIZATION FULL LEGAL NAME:	City of Chandler	ADDRESS:	P.O. Box 4008 Chandler, AZ 85244-4008
CONTACT NAME:	Kerstin Nold	TELEPHONE:	(480) 782-2000
EMAIL:	Kerstin.Nold@chandleraz.gov	FAX:	

OVERVIEW OF AGREEMENT		
This document (the "Agreement") consists of this cover page, the General Terms, and the following Schedules and Exhibits (check all applicable Appendices)		
<input checked="" type="checkbox"/>	Appendix 1:	Hosted Software
<input type="checkbox"/>	Appendix 2:	Licensed Software; Support and Maintenance
<input checked="" type="checkbox"/>	Appendix 3:	Third Party Products
<input checked="" type="checkbox"/>	Exhibit A:	Schedule - Pricing Form
<input checked="" type="checkbox"/>	Exhibit B:	Services Exhibit - Scope of Work
<input checked="" type="checkbox"/>	Exhibit C:	Hardware and Software Needed as Predicate to Access Hosted Services
<input checked="" type="checkbox"/>	Exhibit D:	Privacy Policy
<input checked="" type="checkbox"/>	Exhibit E:	Security Policy
<input checked="" type="checkbox"/>	Exhibit F:	Support and Maintenance Handbook
<input checked="" type="checkbox"/>	Exhibit G:	Change Order Process
<input checked="" type="checkbox"/>	Exhibit H:	Insurance Requirements

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

GENERAL TERMS

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

CLIENT	THE ACTIVE NETWORK, INC. ("TAN")
Signature: _____	Signature:  _____
Name: _____	Name: <u>Ram KRISHNAN</u> _____
Title: _____	Title: <u>SVP</u> _____
Date: _____	Date: <u>8.8.13</u> _____

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

GENERAL TERMS

GENERAL TERMS: TERMS APPLICABLE TO ALL PRODUCTS AND SERVICES

1. INTERPRETATION

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

- (a) **"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.
- (b) **"Agreement"** means this Products and Services Agreement, inclusive of all Appendices, Schedules and attached Exhibits.
- (c) **"Client"** means the City of Chandler, an Arizona municipal corporation.
- (d) **"Concurrent Use"** means use at the same moment in time to access a given server computer (of any kind) owned or controlled by Client.
- (e) **"Database Server"** means the single server computer upon which the Enterprise Database is resident.
- (f) **"Effective Date"** means the last date set forth on page one of this Agreement.
- (g) **"Enterprise Database"** means the MSDE, MS SQL Server, or Oracle database files containing customer data and that are accessed by the Licensed Software.
- (h) **"Hosted Software"** means computer code and programs, in executable code form only, including related data files, rules, parameters and documentation, which have been created or licensed by TAN and are identified in a Schedule as licensed (or sublicensed) to Client by TAN in connection with this Agreement, and which reside on TAN's servers and are accessible by Client's staff or Users via the Internet.
- (i) **"Internet Client"** means a remote device capable of using the Internet to access selected Licensed Software on the Internet Server or the Enterprise Database on the Database Server via the Internet Server.
- (j) **"Internet Server"** means a single server computer used by Client which enables access to the Licensed Software by individuals using an Intranet or the Internet, having a minimum configuration as set out in hardware specifications previously described to Client as applicable to the Licensed Software to be installed and used upon it.
- (k) **"IVR Server"** means a single server computer used by Client for voice-recognition and telephone-based, rather than computer-based, access to the Enterprise Database by Client's clients, having a minimum configuration as set out in hardware specifications previously described to Client as applicable to the Licensed Software to be installed and used upon it.
- (l) **"Licensed Software"** means computer code and programs, in executable code form only, including related data files, rules, parameters and documentation, which have been created or licensed by TAN and are identified in a Schedule as licensed (or sublicensed) to Client by TAN in connection with this Agreement, and/or which are in the future provided to Client by TAN under any circumstances unless provided under a separate licensing agreement.
- (m) **"Maintenance"** means the provision of error investigation and repair services as set out in Sections 21 through 24, the Support and Maintenance Handbook attached as Exhibit E, and the provision of new Versions and Releases in respect of the Licensed Software all as more particularly set out in the Support and Maintenance Handbook.
- (n) **"Module"** means a single module element of Licensed Software listed in a Schedule.
- (o) **"Online Services"** means services, such as Internet registration, that are enabled by Hosted Software and available to the public via the Internet.
- (p) **"Other Services"** means Services other than Pre-Agreed Services acquired by Client under this Agreement or any further Professional Services as provided in an agreed Statement of Work, purchase order, or Schedule.
- (q) **"Payment Server"** means a single server computer used by Client to process electronic payments from its clients, having a minimum configuration as set out in hardware specifications previously described to Client as applicable to the Licensed Software to be installed and used upon it.
- (r) **"Pre-Agreed Services"** means Services which are expressly listed in a Schedule as being acquired hereunder by Client.
- (s) **"Products"** means all Licensed Software, Hosted Software, Third Party Products, and other products (including documentation) provided to Client by or on behalf of TAN.
- (t) **"Professional Services"** means any and all types of services which TAN provides, to Client and/or to other customers of TAN, in the course of TAN's business, including but not limited to services relating to the installation, implementation, optimization, administration, training and troubleshooting of computers, computer software including the Licensed Software, computer networks, databases, internet-related equipment and applications, but expressly excludes Support and Maintenance. Professional Services that are not included as part of the Pre-Agreed Services, as defined above, shall be as set forth in any applicable and mutually agreed statement(s) of work (each a "Statement of Work"). Each such Statement of Work shall, upon mutual agreement by the parties, become part of and incorporated by reference into this Agreement.

GENERAL TERMS

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

(v) **"Schedule"** means an itemized pricing form associated with this Agreement that lists the Products and Services provided by TAN to Client hereunder and the related fees. The initial version of which may be attached hereto and labeled as Exhibit A. Each additional Schedule must be signed by both parties and will be governed by this Agreement.

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

(x) **"Service Charge"** shall have the meaning set forth in Section 15.1.

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

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

(aa) **"Support and Maintenance Handbook"** means the documents published by TAN setting out the applicable service levels, processes, restrictions, and other particulars of Support and Maintenance provided in respect of the Software and Other Services and Products of TAN, as provided in Exhibit F.

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

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

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

(ee) **"Third Party Products"** means those hardware, firmware and/or software products, provided to TAN 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 TAN.

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

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

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

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

2. CHARGES AND PAYMENTS

2.1 **Taxes.** 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 TAN, unless exempted by law and unless a valid tax exemption certificate has been provided to TAN 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 TAN under this Agreement will be deemed to have occurred F.O.B. origin, which in the case of Licensed Software and/or Hosted Software will typically be in the form of an email from TAN providing a FTP (i.e. file transfer protocol) downloadable link. To the extent applicable, Client will be responsible for shipping and handling costs.

2.4 **Invoices/Payment.** TAN will provide invoices to Client for all amounts owing by Client hereunder. Such invoices are to be provided as indicated in the attached Appendices or Schedule and subsequently due within thirty (30) days from the date of invoice.

3. CLIENT INFORMATION; CONFIDENTIALITY

3.1 **Client Information and Obligations.** In order to assist TAN in the successful provision of Services and Products to Client, Client shall (i) provide to TAN information relating to Client's organization, technology platforms, systems configurations, and business processes and otherwise relating

GENERAL TERMS

to Client that is reasonably requested by TAN from time to time, (ii) make available such personnel assistance to TAN as may be reasonably necessary for TAN 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 TAN'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 customers, business plans, promotional and marketing activities, finances and other business affairs of such party); provided that the same is conspicuously marked or otherwise identified as confidential or proprietary information prior to, upon or promptly after receipt by the other party; and provided further that the any software or software application server source code provided by TAN or its licensors shall be deemed to constitute Confidential Information without further designation by TAN. The Receiving Party will treat such Confidential Information as confidential and proprietary of the Disclosing Party and will use such Confidential Information solely for the purposes for which it is provided by the Disclosing Party and will not disclose such Confidential Information to any third party (other than a third party under contract whereby that third party has agreed in writing to keep the Confidential Information confidential).

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

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

Last revised May 21, 2013

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

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

4.3 NO INDIRECT DAMAGES. WITHOUT LIMITING THE GENERALITY OF SECTIONS 4.1 AND 4.4, IN NO EVENT WILL TAN 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, TAN 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) EXCEPT FOR THE INDEMNIFICATION OBLIGATION UNDER SECTION 9(A), THE TOTAL AGGREGATE LIABILITY OF TAN TO CLIENT AND ALL OTHER PARTIES IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT TO TAN AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND

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

GENERAL TERMS

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 TAN 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)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is The Active Network, Inc. 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

TAN 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 TAN 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 TAN.

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

7. AUDIT AND MONITORING RIGHTS

TAN 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

GENERAL TERMS

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, TAN 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 including through monitoring of the number of copies of any particular Module(s) in Concurrent Use.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Warranty of Title. TAN warrants that it has all rights necessary to make the grant of license herein by having all right, title, and interest in and to the Products (other than Third Party Products) or as licensee of all such rights from the owner thereof.

8.2 Intellectual Property. TAN and its licensors shall retain all right, title, and interest in and to the Products and the results of the Services and to all software, trademarks, service marks, logos, and trade names and other worldwide proprietary rights related thereto ("**Intellectual Property**"). Client shall use the Intellectual Property only as provided by TAN, and shall not alter the Intellectual Property in any way, or act or permit action in any way that would impair TAN's or its licensors' rights in its Intellectual Property. 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 TAN 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 TAN is obligated to defend, settle, and pay damages to Client under Section 9(a) has occurred or, in TAN's opinion, is likely to occur, TAN 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. TAN 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 TAN's discretion; (y) Software that has been altered or modified by Client, by any third party or by TAN at the request of Client, (where TAN 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 TAN has made available a non-infringing updated, revised or repaired subsequent version or other applicable update, patch or fix.

(c) Client agrees to defend, settle, and pay Damages relating to Claims to the extent based on (i) injury or death to a person or damage to property resulting from the participation in an event or activity operated by Client in connection with the Products and/or Services; (ii) any claim brought by a Third Party Beneficiary or brought in connection with TAN's payment to a Third Party Beneficiary of any fees due hereunder in accordance with this Agreement; and/or (iii) Client's or any of its employees' or agents' breach of Section 5.

(d) **Indemnification Claims Procedure.** Each party's obligations under this Section are conditioned upon (1) prompt written notice of the existence of a Claim, provided that a failure of prompt notification shall not relieve the Indemnifying Party of liability hereunder except to the extent that defenses to such Claim are materially impaired by such failure of prompt notification; (2) sole control over the defense or settlement of such Claim by the Indemnifying Party; and (3) the provision of assistance by the Indemnified Party at the Indemnifying Party's request to the extent reasonably necessary for the defense of such Claim. In the event TAN is the Indemnifying Party, and to the extent not in violation of any confidentiality obligations or attorney-client privilege, TAN will inform Client's Project Manager on a routine periodic basis, not less than monthly, of updates on status, relevant issues, and settlement discussions regarding such Claim.

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

(f) 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 referenced Appendices, Schedules and attached exhibits, constitutes the complete and exclusive statement of the

GENERAL TERMS

agreement between TAN 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, including the Purchase Agreement dated April 25, 2001 and RecWare Software Agreement dated April 25, 2001 between the parties. This Agreement may not be modified or altered except by written instrument duly executed by both parties, except that TAN may fill future purchase or other orders for further goods or services available under this Agreement and, if TAN does so, the provisions of this Agreement will contain the only commercial terms applicable to such transaction despite such purchase or other order stating otherwise. Any addendum or exhibit attached hereto shall form an integral part of this Agreement and, in the event of any inconsistency between these General Terms and any addendum or exhibit, the provisions of the addendum or exhibit shall prevail. Any 'click-wrap' agreement, terms of use, electronic acceptance or other terms and conditions which attempt to govern the subject matter of this Agreement that either party might be required to acknowledge or accept before entering into this Agreement are of no force and effect as between Client and TAN and are superseded by this Agreement.

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

10.3 Notices. All notices and requests in connection with this Agreement will be given to the respective parties in writing and will be deemed given as of the first business day of the notified party following the day the notice is faxed or sent via overnight courier, providing a hard copy acknowledgment of such successful faxed notice transmission or evidence of such couriership, 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. In addition to any notice given to Client in accordance with this Subsection 10.3, TAN shall concurrently send a copy of the notice to Chandler City Attorney, Post Office Box 4008, Mailstop 602, Chandler, Arizona 85244-4008.

10.4 Governing Law. This Agreement shall be governed by the laws of the State of California, 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.

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

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

10.7 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) TAN may assign this Agreement to one of its affiliates or in connection with any sale or security interest involving all or substantially all of its assets or any other transaction in which more than fifty percent of its voting securities are transferred; 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 TAN with written notice of such event within thirty (30) days of such assignment. TAN shall have thirty (30) days from its receipt of such notice to terminate this Agreement without further liability or obligation to Client.

10.8 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 17 or 24.1, as applicable, or until terminated in accordance with Section 6. Sections 1.1, 4, 5.4, 6.3, 8.2, 9, 10, 28.1 and 28.9 of this Agreement, along with all unpaid payment obligations, will survive termination and expiration of this Agreement.

10.9 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.

10.10 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.

10.11 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.

GENERAL TERMS

10.12 Cooperative Procurement. Upon consent by TAN, this Agreement may be used for permitted cooperative procurement by any public or municipal body, entity, agency or institution. If so authorized, and in order to forego a related entity RFP or similar competitive bidding process, 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 TAN. Further related entities participating in a cooperative procurement process shall place their own orders directly with TAN and will fully and independently administer their use of this Agreement to include such contractual obligations as those entities and TAN deem appropriate without direct administration from the original Client.

APPENDIX 1: TERMS APPLICABLE ONLY TO HOSTED SOFTWARE

11. HOSTED SOFTWARE

11.1 TAN will provide Client with access to hosted versions of the Products identified in the applicable Schedule and associated Online Services, and TAN 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 TAN.

11.3 Client acknowledges that TAN: (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 TAN has received more than one complaint.

12. SUPPORT FOR HOSTED SOFTWARE

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

13. LICENSE AND BRANDING

TAN hereby grants to Client a limited, non-exclusive, non-transferable license to display, reproduce, distribute, and

Last revised May 21, 2013

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

14. INFORMATION COLLECTION AND AUTHORIZED USERS

TAN may collect certain information from individuals as part of a registration process. Client may login to TAN'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 Exhibit E; and (iii) TAN's privacy policy as set forth in Exhibit D, attached hereto and incorporated herein by this reference, as may be amended from time to time by TAN. 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 TAN 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. TAN may suspend or terminate any such user's access to the Software and Services upon notice to Client if TAN 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 TAN 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. TAN 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 TAN for any claims arising from TAN providing, denying, suspending, or

GENERAL TERMS

modifying access to or use of the Software and Services of any individual as directed by Client or by someone who TAN reasonably, under the circumstances, believes is authorized to act on behalf of Client.

15. FEES FOR HOSTED SOFTWARE

15.1 Transaction fees.

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

(b) In cases where TAN’s banking or financial partners or similar service providers impose changes in processing costs payable by TAN, TAN reserves the right to modify Service Charges to reflect such changes. TAN further reserves the right to modify the Service Charges once per calendar year, provided that any increase will not exceed twelve and a half percent (12.5%).

(c) TAN will be responsible for collecting all payments processed through the Online Services and all Service Charges assessed by TAN. On a bi-weekly basis, unless otherwise set forth in the applicable Schedule, TAN will pay Client sums due to Client based on the total registration fees collected, net of TAN’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) TAN shall not be responsible for processing or making any refunds. In the event Client initiates a refund, a fee may be charged by TAN to Client as set out in the applicable Schedule. TAN may set off against user fees collected by TAN 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 TAN by Client. To the extent that such funds are not available for set off, Client shall promptly reimburse TAN 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 TAN may send fees collected by TAN directly to the Third Party Beneficiary.

15.2 Subscription fees.

To the extent set forth in the applicable Schedule, Client shall pay to TAN the Hosted Software subscription fees (“**Subscription Fees**”) for the term of this Agreement established in Section 17 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.

16. EXCLUSIVITY FOR HOSTED SOFTWARE.

During the term of this Agreement, TAN 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 TAN’s Software and Services.

17. TERM FOR HOSTED SOFTWARE

Unless otherwise provided in the applicable Schedule, TAN shall provide to Client, and Client shall license from TAN, the Hosted Software commencing on the Effective Date of this Agreement, and remaining in full force for a period of five (5) years from the Go-Live Date of the Hosted Software (the “**Initial Term**”), with automatic renewals for five, one (1) year terms (each a “**Renewal Term**”) thereafter until either party gives written notice to terminate the Hosted Software no less than twelve (12) months prior to the end of the Initial Term or Renewal Term, as applicable.

APPENDIX 2: TERMS APPLICABLE ONLY TO LICENSED SOFTWARE AND ASSOCIATED SUPPORT AND MAINTENANCE SERVICES

18. ACCESS TO SYSTEM AND OTHER CLIENT OBLIGATIONS

18.1 **Access.** Client will provide, at no cost to TAN:

(a) subject to the security requirements of Client, 24-hour access to Client’s system via either an always-available telephone circuit or an always available internet connection to enable TAN or its designated representative to perform any of the obligations placed upon TAN by this Agreement; and

(b) subject to the security requirements of Client, remote dial up/internet access methods approved by TAN to allow TAN to remotely diagnose and correct errors in the Licensed Software and provide other Services.

18.2 **Client Obligations.** Without limiting any of Client’s other obligations under this Agreement, Client will:

(a) use its best efforts to upgrade to any new Release or Version of the Licensed Software as soon as possible after becoming aware of its availability;

(b) ensure that at all times at least one current staff person of Client has been fully trained on the Licensed Software; and

(c) designate by written notice a single site and single person as the point of contact for telephone or other contact, which site and/or person Client may change upon fourteen (14) days prior notice to TAN.

19. GRANT OF LICENSES AND LIMITATIONS THEREON

19.1 TAN hereby grants to Client a non-exclusive and non-transferable right and license, subject to this Agreement, to install and/or use the Licensed Software, in the manner and

GENERAL TERMS

for the term stated in the applicable Schedule and TAN provided and related written user documentation as follows:

(a) **Workstation-Based Modules.** In respect of each Workstation-based core Module and each Workstation-based add-on Module, Client may install and use each Module on Workstations to access the Enterprise Database on the Database Server, provided that the number of copies of any particular Module in use does not exceed the number of licenses granted to Client therefor as set out in the applicable Schedule.

(b) **Server-based Add-on Modules.** Client may install and use each server-based Module on as many Workstations as is desired by Client, and Client may use and permit use of such Modules by its clients, all without limit to the number of Users or transactions which simultaneously use any such Module, provided however that:

(i) in respect of each TeleReg and Voice Server Module, Client may install one copy of each Module on one IVR Server, provided that the number of copies of any particular Module in use does not exceed the number of licenses granted to Client therefor as set out in the applicable Schedule, and all such Modules together may be in Concurrent Use not to exceed the number of licenses granted to Client for TeleReg Lines Modules as set out in the applicable Schedule; and

(ii) in respect of each Payment Server Module, such Modules may be in Concurrent Use not to exceed the number of licenses granted to Client for Point of Sale Modules as set out in the applicable Schedule.

(c) **Server-based On-line (Internet) Modules.** In respect of each Server-based On-line (Internet) Module, Client may:

(i) install one copy of each Module on one Internet server, provided that the number of copies of the Module in use does not exceed the number of licenses granted to Client therefor as set out in the applicable Schedule; and

(ii) subject to Section 19 **Error! Reference source not found.**(d), permit Users to access and use such Modules to access the Database Server via Internet Clients connecting via a licensed Internet Server, and all such Modules together may be in Concurrent Use not to exceed the number of licenses granted to Client for Online Client Access Modules as set out in the applicable Schedule multiplied by twenty-five (25).

(d) **Cumulative Workstation-based Modules.** In respect of each Cumulative Workstation-based Module, Client may:

(i) install one copy of each Module on a single Workstation for each license granted to Client therefor as set out in the applicable Schedule; and

(ii) permit Users using such licensed Workstation(s) to use such Module(s) provided, for greater certainty, that the Modules may be in Concurrent Use not to exceed the number of licenses granted to Client therefor as set out in the applicable Schedule.

(e) Client hereby acknowledges that the mechanism utilized by the Licensed Software to control the number of Users or Online Client Access which can simultaneously access and use Server-based On-line (Internet) Modules is based upon the number of Users who have at any time logged into Client's computer network using their passwords, such that any User so logged into such network in a manner that would automatically enable the User to access and use such Modules will reduce by one the number of Users able to simultaneously access those Modules, regardless of whether or not such User is in fact accessing or using any such Module. Client hereby waives any claim, and releases TAN from any such claim and from any losses or damages Client suffers in relation thereto, in connection with the inability of Users to simultaneously access such Modules where such inability is the result of inactive logged-in Users absorbing available login access.

19.2 Additional Copies. Client will not make any copies of the Licensed Software except as necessary for the installation permitted hereby and except for:

(a) copies of each Module licensed hereunder for training and testing purposes, and

(b) for backup purposes, provided that all electronic copies made include screen displays of TAN's proprietary or intellectual property notices as recorded on the original copy provided by TAN and Client affixes a label to each disk, reel, or other housing for the medium on which each physical copy is recorded setting out the same proprietary and intellectual property notices as appear on the unit of Licensed Software from which the copy is made in the same manner as those notices appear on that original copy.

20. LICENSED SOFTWARE FEES

20.1 In respect of each Module, Client shall pay to TAN all applicable Licensed Software fees listed in the applicable Schedule upon delivery (as defined in Section 2.3) of the Licensed Software.

21. MAINTENANCE SERVICES AND LIMITED WARRANTY

21.1 TAN will develop new Releases and new Versions of Licensed Software in accordance with the procedures and other particulars set out in the Support and Maintenance Handbook attached as Exhibit C.

21.2 Provided that Client continues to subscribe for Support and Maintenance in respect of a particular Licensed Software

GENERAL TERMS

Product, TAN will provide to Client, either in physical form by mail or courier or in electronic form via the Internet, new Releases and Versions (and appropriate documentation) for such Licensed Software Products on a when-and-if-available basis.

21.3 Limited Warranty of Software. TAN warrants that when utilized by Client in a manner authorized hereunder, the Licensed Software will conform to the functional specifications set out in the user documentation accompanying the Software for ninety (90) days from delivery of the Licensed Software ("Warranty Period"). TAN's sole obligation and liability hereunder with respect to any failure to so perform will be to use reasonable efforts to remedy any non-conformity which is reported to TAN in writing by Client within that Warranty Period. In the event TAN is unable to remedy such non-conformity within a reasonable time using reasonable efforts, TAN may refund to Client the license fee pertaining to the Licensed Software, subject to Client's return of the Licensed Software, and this Agreement will be automatically terminated. All warranty service will be performed at service locations designated by TAN. This limited warranty is void if failure of the Licensed Software has resulted from accident, abuse or misapplication. Any replacement Licensed Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

22. EXCLUDED SUPPLIES AND SERVICES

Without limitation, the following supplies and services are excluded from Support and Maintenance:

- (a) Services which are required to remedy problems that stem from changes to or defects in system configuration upon which the Licensed Software was initially installed;
- (b) Services which are required to remedy problems which do not stem from any defect in Licensed Software;
- (c) Services which are required to remedy problems caused by lack of training of Client's personnel or improper treatment or use of the Licensed Software;
- (d) Full report customization service;
- (e) Any and all hardware support, maintenance or troubleshooting issues, except as described in Section 27 regardless of the source of such hardware.

23. FEES FOR SUPPORT AND MAINTENANCE

23.1 Support and Maintenance services begin for all Licensed Software listed in the applicable Schedule on the Support and Maintenance Start Date. The cost for Support and Maintenance services is payable annually in advance and is due in its entirety thirty (30) days from date of TAN's delivered invoice. Client may elect to specify a preferred alternate Support Renewal Date by so notifying TAN in writing. If an alternate preferred Support Renewal Date is specified, the cost of Support and Maintenance will be prorated from the anniversary of the Support and Maintenance

Start Date to the specified Support Renewal Date. Thereafter, the Support and Maintenance fee is payable in advance on every annual anniversary of the Support and Maintenance Start Date or, if there is a Support Renewal Date, every anniversary of the Support Renewal Date (the applicable anniversary being the "Support Renewal Date"). TAN will provide invoices to Client for all such amounts, such invoices due on the later of (a) the Support and Maintenance Start Date or applicable Support Renewal Date, as applicable, and (b) thirty (30) days from the date of the invoice.

23.2 For the first year of this Agreement commencing with the Effective Date, Support and Maintenance pricing shall be equal to twenty-five percent (25%) of the gross software license fees. Support and Maintenance pricing for all successive years shall be equal to twenty-five percent (25%) of the gross software license pricing charged by TAN for equivalent software as of the date of each such renewal year, provided, however, that any increase in TAN's annual Support and Maintenance pricing for any renewal year shall not exceed ten percent (10%) of the renewal fees charged in the prior year. Any additional software licensed to Client by TAN will increase the total gross software license fees upon which Maintenance and Support pricing is based. TAN will provide invoices to Client for renewal fees up to sixty (60) days prior to expiration of each term.

23.3 The Support and Maintenance fees identified in the applicable Schedule are applicable only upon the date of entry into this Agreement, and are subject to change thereafter in accordance with this Agreement's terms.

23.4 In consideration of the Support and Maintenance provided hereunder, Client agrees to pay TAN the fees described in the applicable Schedule, as modified explicitly pursuant to this Agreement. In the event Client requires Support and Maintenance for additional Licensed Software, Client agrees to pay TAN the additional Support and Maintenance fees applicable based upon the fees then in effect, prorated from the date of agreement to acquire such services to the Support Renewal Date.

23.5 Unless the applicable Schedule indicates otherwise, the fees charged hereunder are applicable to Support and Maintenance of Licensed Software used with respect to only a single database of Client data. If Client, after entering this Agreement, places in service one or more additional databases to be used in relation to the Licensed Software, then for each such additional database, an additional 25% of all gross Licensed Software fees due, exclusive of such extra database fees, will be payable hereunder for Support and Maintenance. Client will notify TAN as soon as reasonably possible of the installation or use of any such additional database(s).

23.6 TAN may terminate and suspend performance of all Support and Maintenance if Client fails to pay any past due TAN invoice within thirty (30) days of written notice of such failure, in the event of any other material breach by Client which remains uncured thirty (30) days after notice thereof or

GENERAL TERMS

if any of the Licensed Software ceases to be subject of a valid software license agreement.

23.7 If at any time after Client has initially licensed any of the Licensed Software from TAN, Client's right to receive Support and Maintenance, or comparable services, from TAN under this Agreement or a comparable agreement has lapsed for any reason whatsoever, voluntarily or otherwise, and Client wishes to receive Support and Maintenance from TAN, Client will pay to TAN, prior to re-instatement of Support and Maintenance services:

- (a) a reinstatement fee equal to the greater of 50% of the current annual support fee or the sum of the unpaid support fees that would have been payable hereunder had this Agreement been in force during the time in which Support and Maintenance rights had so lapsed to the date of reinstatement, and
- (b) at least one additional year of Support and Maintenance from the date of reinstatement.

24. TERM FOR SUPPORT AND MAINTENANCE

24.1 **Term.** TAN shall provide to Client, and Client shall purchase from TAN, Support and Maintenance for a period commencing on the Support and Maintenance Start Date and, subject to termination as provided herein, continuing until the following Support Renewal Date or anniversary of the Support and Maintenance Start Date, with automatic renewals for one (1) year terms thereafter until either party gives written notice to terminate Support and the Maintenance no less than ninety (90) days prior to the end of the then-current term, provided however that the fees payable in respect of the Services and the Products may be revised by TAN in accordance with this Agreement.

APPENDIX 3: TERMS APPLICABLE ONLY TO THIRD PARTY PRODUCTS AND SERVICES

25. PURCHASE AND SALE; DELIVERY

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

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

25.3 **Changes by Client to Delivery Schedule.** Following delivery by Client of any purchase order documentation described in Section 25.2, no changes by Client to the shipment schedule described therein will be permitted unless TAN is notified thereof in writing at least ninety (90) days in advance of the delivery date sought in such purchase order documentation.

25.4 **Acceptance of Purchase Orders.** Purchase orders delivered by Client to TAN in respect of Third Party Products are not binding upon TAN until accepted by TAN in writing. In any case, despite any indication to the contrary contained in any such purchase order documentation, no terms or conditions on purchase order documentation issued by Client, other than the information required by TAN as set forth expressly in this Agreement, will be binding upon TAN, nor will any such terms or conditions modify or supplement this Agreement in any way, notwithstanding the fact that TAN may accept or otherwise approve such purchase orders. TAN reserves the right to refuse any such purchase order for any reason not contrary to this Agreement, including without limitation pricing differences as described in Section 26.2.

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

26. CHARGES AND PAYMENTS

26.1 **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.

26.2 **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

GENERAL TERMS

the applicable Schedule, TAN will notify Client of any such different pricing and Client will accept such different pricing, as mutually agreed between Client and TAN, in writing.

27. SUPPORT FOR THIRD PARTY PRODUCTS

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

28. PROPRIETARY RIGHTS

28.1 Third Party Proprietary Rights and Indemnity by Client. Client acknowledges that any Third Party Products supplied by TAN hereunder are supplied by TAN as a reseller thereof and that the Third Party Products are subject to the intellectual property rights of the various third party developers and/or manufacturers thereof, as applicable, including without limitation copyright, trade secret, trademark, and patent rights. Client will maintain in confidence and not use or disclose any and all confidential business or technical information connected with any Third Party Product except as specifically permitted by a party having legal control of such rights, and Client will defend, indemnify and hold harmless TAN for any claim based on an allegation that any Third Party Product provided to Client hereunder has been installed, used,

or otherwise treated by Client or any client or customer of Client in violation of the proprietary rights of any third party or on an allegation that Client or any client or customer of Client has disclosed or used any confidential business or technical information connected with any Third Party Product.

28.2 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.

29. WARRANTY

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

29.2 Warranties Provided by Third Party Suppliers. Third Party Products are warranted by the manufacturers 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 and Client shall make no claim against TAN on account of any warranty, express or implied, which may apply to any Third Party Product.

EXHIBIT A

PRICING FORM

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

Created Date: 7/19/2013
Quote Number: 00011157

Prepared By: Jessica Duncan
Phone: (858) 605-4820
E-mail: jessica.duncan@activenetwork.com
Fax: (604) 432-9708

Bill To Name: CITY OF CHANDLER PARKS & RECREATION
Bill To Contact: Carolee Stees
Bill To Address: Attn: Sheri Passey
CHANDLER, AZ 85244 United States

Ship To Contact: Carolee Stees
Ship To Address: Attn: Sheri Passey
CHANDLER, AZ 85244 United States

Product	Product Type	Quantity	UOM	Sales Price	Fee %	Total Price
ActiveNet - Activity Registration	SaaS	1.00	Ea	USD 0.00		USD 0.00
ActiveNet - Facility Reservation	SaaS	1.00	Ea	USD 0.00		USD 0.00
ActiveNet - Membership	SaaS	1.00	Ea	USD 0.00		USD 0.00
ActiveNet - Point of Sale	SaaS	1.00	Ea	USD 0.00		USD 0.00
ActiveNet - League Scheduling	SaaS	1.00	Ea	USD 0.00		USD 0.00
ActiveNet - Public Access	SaaS	1.00	Ea	USD 0.00		USD 0.00
ActiveNet - Professional Services - General Settings	Service	8.00	Hr	USD 100.00		USD 800.00
ActiveNet - Professional Services - Activity Registration	Service	16.00	Hr	USD 100.00		USD 1,600.00
ActiveNet - Professional Services - CRM Center Interface	Service	4.00	Hr	USD 100.00		USD 400.00
ActiveNet - Professional Services - Resource Reservation	Service	16.00	Hr	USD 100.00		USD 1,600.00
ActiveNet - Professional Services - Resource Reservation: "Resource Scheduler Interface"	Service	4.00	Hr	USD 100.00		USD 400.00
ActiveNet - Professional Services - Resource Reservation: "Equipment Landing" (11.2 Release)	Service	8.00	Hr	USD 100.00		USD 800.00

ActiveNet - Professional Services - League Scheduling	Service	8.00	Hr	USD 100.00	USD 800.00
ActiveNet - Professional Services - Public Access	Service	16.00	Hr	USD 100.00	USD 1,600.00
ActiveNet - Professional Services - GIS (Streets) Import	Service	16.00	Hr	USD 175.00	USD 2,800.00
ActiveNet - Professional Services - Lighting Integration (Skylogics)	Service	8.00	Hr	USD 0.00	USD 0.00
ActiveNet - Professional Services - Financial Export	Service	16.00	Hr	USD 175.00	USD 2,800.00
ActiveNet - Professional Services - 3rd Party Payment Processing Setup/Testing	Service	16.00	Hr	USD 0.00	USD 0.00
ActiveNet - Professional Services - Project Administration	Service	20.00	Hr	USD 100.00	USD 2,000.00
ActiveNet - Documentation Services	Service	24.00	Hr	USD 100.00	USD 2,400.00
ActiveNet - Daily Onsite Fee (min 3 days)	Service	14.00	Day	USD 500.00	USD 7,000.00
ActiveNet - Airfare (to be reimbursed based on actual cost incurred)	Service	4.00	Ea	USD 1,000.00	USD 0.00
ActiveNet - (offline cash/check transactions - % fee)	SaaS	1.00	%	USD 0.00	2.25 USD 0.00
ActiveNet - (credit card refunds - flat fee)	SaaS	1.00	Ea	USD 0.10	USD 0.00
ACTIVE Net - ACTIVE Advantage - opt out	SaaS	1.00	Ea	USD 0.00	USD 0.00
ACTIVE Net - Magazine Offer - opt out	SaaS	1.00	Ea	USD 0.00	USD 0.00
Hardware Total		USD 0.00		Total Price	USD 28,200.00
Software Total		USD 0.00			
Service Total		USD 28,200.00			
Maintenance Total		USD 0.00			
SaaS Total		USD 0.00			
Other Total		USD 0.00			

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

Quote Acceptance Information

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____
 PO# (if applicable): _____

General

- Hardware, operating system, 3rd party software and site preparation are not included unless otherwise noted.
- Quoted prices for onsite services do not include airfare. If onsite services are required, economy airfare will be assessed and invoiced separately. Onsite services are billed in minimum, 8 hour daily increments.
- The software and manuals are available for download in the ACTIVE Net program.
- All hardware sales are final. Hardware is covered by standard manufacturer's warranty. Equipment that is defective upon arrival will be replaced. RMA process will apply for items after support has indicated there are no alternatives.
- Client must notify TAN in writing of any defective hardware within 7 days of its receipt. Any notices received after 7 days concerning defective hardware will be null and void and will not be accepted for return or replacement by TAN.
- TAN shall continue to support Client's existing RecWare Safari system until go-live with ACTIVE Net is complete.

Ongoing Fees

All transactions entered in the ACTIVE Net system will be assessed a Service Charge of 2.25% of the transaction. Scholarships and Credit on Account are exempt from Service Charges. Refunds made using the Active Merchant Service (AMS) gateway will incur a \$0.10 refund fee per refund.

All Service Charges incurred on the transactions entered in the ACTIVE Net system will be paid for by Client by invoice monthly. There are no advertising offers – Active Rewards or Active Readers - on the public access interface.

Service Charges shall not change during the first year of the term of the Agreement, thereafter TAN may change Service Charges at any time in accordance with Section 15.1(b) of the Agreement.

Additional Services (out of scope services) – Standard consulting service rates for 2013:

Service Type	Hourly Rate	Description
Standard Consultant (e.g. Training/Documentation)	\$150 per hour	This service is for providing training and design for organizations that wish to revisit and optimize their implementations on a periodic basis. Items such as review of "Top 10" issues, system configuration tweaks, new functionality overviews, and key end-user training are examples of work to be performed.
Technical Consultant	\$180 per hour	This service is designed for organizations that may like to have consulting services associated with technical work such as data imports/exports, advanced hardware implementations and third party integrations.
Senior Consulting	\$200 per hour	This service is associated with professional services delivered by a senior consulting resource.
Technical Specialist/ Development Consultant	\$250 per hour	The Technical Development Specialist service is associated with highly technical integration, conversion, or development work. The service type is appropriate for select services.

EXHIBIT B

SCOPE OF WORK

Introduction

This Scope of Work (SOW) outlines the overall requirements and approach to the implementation of ACTIVE Net. The Services outlined in Exhibit A: Pricing Form will implement the ACTIVE Net system. ACTIVE Net is a fully hosted recreation management registration management system for the RecWare Safari replacement.

Background

Client is replacing its registration management system Recware "Safari" with a fully hosted solution, ACTIVE Net, which is consistent with existing and planned recreation/registration User service business processes. Client's goals of the new registration management system are to gain efficiencies, implement new technology and to provide Users with friendly self service capabilities and an improved User experience. Client can capitalize on both process and technology efficiencies with the implementation of ACTIVE Net.

TAN recommends the implementation of the following solution modules to meet Client's required business needs: Activity Registration, Facility Reservation, Equipment Rental and Lending, Point of Sale, Membership Management, League Scheduling, Public Access (online), and global product services within each module for Marketing, Communication, Mobile capacities, and Reporting.

Objectives

ACTIVE Net is intended to address the following Client objectives:

- **To provide exceptional levels of User service.** The need for Client to satisfy and provide exceptional levels of User service is a primary objective and critical need of Client.
- **To provide for long-term stability of the User information.** ACTIVE Net will be stable and reliable with a product roadmap that shows future support and enhancements. ACTIVE Net will be supported by TAN, easily configurable and upgradeable, meeting Client's business needs for the foreseeable future.
- **To provide for integration across business systems.** ACTIVE Net will interface with other Client applications, current and future, through standard integration techniques.
- **To provide for accommodating growth through technology.** ACTIVE Net will be based on current technology.
- **To provide innovation and excellence.** ACTIVE Net will provide a foundation to meet intermediate and longer-term needs for innovation and excellence in serving the User and providing cost-effective, environmentally sound service.

This implementation will be managed in a phased approach outlined in the TAN Implementation and Planning Guide to allow implementation time and resources to fully prepare and complete each implementation phase.

Project Deliverables

Overview

TAN shall license the hosted ACTIVE Net that will allow Client to accept online and over the counter registration/reservations for Client recreation offerings. The Services provided will allow Client to offer online

registration/reservation processing in a securely hosted real time environment. Client's 2014 Quarterly registrations will occur on the first Saturdays in the following months: February, May, August and November.

Client's expectations of ACTIVE Net are that it materially provides all the functionality to meet deliverables listed below without exception.

1. Public Access (Online)

Functionality shall include the Public Access module. Client's Users will have around-the-clock, real time access to activities, facilities, memberships, and leagues on the Internet,

- Users will have the ability to update their profile, change password, add family members. Client will have the ability to limit these controls.
- Users will have the ability to view daily schedules for themselves and their family members
- Users will have the ability to print past receipts and view prior transactions
- Users will have the ability to make payments on their account
- Users will have the ability to search for activities, complete waivers, and register online
- Users will have the ability to search for facilities, availability, and reserve online
- Users will have the ability to buy and renew memberships and passes online
- Users will have the ability to search for child care availability and easily book specific days
- Users will have the ability to register online for leagues
- Users will have the ability to register teams or groups for recreation leagues
- Users will have the ability to view game schedules and team standings online
- Officials will have the ability to print team rosters, post final scores, and email game updates
- Instructors and coaches receive their own online privileges
 - Print rosters and attendance sheets
 - Email activity updates using Public Access email tool
- Client will have the ability to block on-line functions for Users as desired via existing configuration tools
- Users will have the ability to search for activities by fields determined by Client. These options include, but are not limited to: Activity Number, Keyword for Activity Name, Activity Type, Activity Location, and/or Activity Instructor

2. Facility Reservation

Functionality shall include booking and facility reservations. In this module, Client will have the ability, for example, to reserve a pool for a private swimming lesson, reserve a room for a birthday party, or rent out a soccer field. ACTIVE Net will allow Client to eliminate double-bookings, speed up reservations, and automate third-party permit approvals.

- The online facility booking feature can be turned off or on at the facility level
- Hours of operation, allowable reservation periods, required preparation times, and minimum and maximum capacities are all fields designated and adjustable by Client
- Deposit and pricing details are adjustable with the flexible charge options
- For processing reservations requiring multiple approvals or third-party permits automated emails and web approval tolls will be available
- Manage facilities that overlap to eliminate double bookings
- Equipment can be managed by either check-in/check-out or rental
- Membership can be a prerequisite for booking the facility
- Quick Reserve can be used to speed up bookings; it will display facility groupings and availability for each selection.
- The ability to search for facilities by name, type, amenities, site and geographic location will be present
- The Scheduling Calendar can be configured to view multiple facilities at once by day, week or month

- Global skip days, such as New Year's Day, can be set preventing reservations on dates designated as skip days
- Facility Reservation integrates seamlessly with Activity Registration and Membership and Pass Management
- Information entered in one module will automatically update in all related functional areas
- Client will have four options in terms of calendars:
 - Calendar – Daily: Illustrates one facility per day per page
 - Calendar – Daily Multi-Resource: Illustrates multiple facilities per day per page
 - Calendar – Monthly: Illustrates either one facility per month per page or multiple facilities per month per page
 - Calendar – Weekly: Illustrates either one facility per week per page or multiple facilities per week per page
- There are various formats available for each calendar and they can be printed in Adobe, HTML and Excel.

3. ACTIVITY REGISTRATION

Functionality shall include activity and program registration. In this module, Client will have the ability to manage all activities, events, and program registrations.

- The Public Access module will be available 24 hours a day, excluding scheduled outages and maintenance updates
- Credit card processing
- Receipts will have the functionality of sending an automatic email confirmation
- In the Activity Registration module the ability will be present to specify prerequisites, instructors, gender and age restrictions, class size, registration dates, multiple pricing and options.
- Track instructor fees based on enrollments and payments.
- The Instructor Payment Due Report will show all fees tied to a class, the instructor's payment structure, the amount owed to the instructor, total paid to instructor, and balance due for the activity.
- Manage all registrations, withdrawals, and waitlists
- Automate waiver processing, from generation to completion tracking
- Central view of Users and their transaction histories
- View past receipts, usage patterns, and demographic statistics
- Track contact information for individuals and families
- User registration reports will be present, showing statistics, and recent activity information
- Revenues and enrollments for specific activities, categories, User types and facilities can be monitored and reported on.
- Skills can be used for activities, instructors, officials, Users, or programs. These skills can be prerequisite skills for activity registration. Skills can be a set value designated by Client.
- There are more Profile Settings in ACTIVE Net than in Safari, allowing for greater control of staff access.

4. League Scheduling

Functionality shall include ACTIVE Net's automated recreation league management software solution. In this module, Client will have the ability to manage individual and team leagues, tournaments, and round-robins. It supports full integration with Activity Registration and Facility Reservation to prevent duplicate entries and scheduling conflicts.

- Configure your exact league structure
- League names, descriptions, start and end dates, no-play dates, league types, officials and facilities for each league can be customized
- League schedules are coordinated using the Manage Schedule calendar
- League schedules are automatically balanced based on multiple parameters including time, week, day of week, and game site

- Online league access is provided
- The ability to schedule, swap or delete games is present
- The ability to assign players to each team and teams to each game is present
- Validation rules prevent site and team conflicts
- Games are viewable for each team, with number of home and away games, timeslots, and game sites
- Games can be quickly allocated evenly across teams using Team vs. Team Distribution screen
- Game results can be tracked including home team scores, away team scores, tied game notes, and postponed game notes
- All information including contact coordinator such as coach, officials, and team caption can be kept within ACTIVE Net.
- A mailing list can be created to support quick email communication of updates to all officials
- The Officials Schedule report will include dates, times, and sites for each official

5. Membership

Functionality shall include the member management software solution. In this module, Client will have the ability to process membership sales, create photo identification cards, manage passes, and track usage statistics from a centralized system.

- Client shall have the ability to create and sell various types of memberships and passes, with flexible pricing options
- Memberships will have the ability to be time-specific, with allowances for day-of-week and time-of-day validation
- Computerized “punch card” passes can be managed so that they are usage-specific, limiting total number of member visits
- Access can be controlled to facilities like gyms and pools by specifying entry point access for each type of package or pass
- Photo ID cards can be customized with unique attributes: identifiers (pictures, bar code, magstripe), layouts (logo and background images), and content (your organization and User information)
- Client can issue multiple cards for family memberships
- Membership management hardware, including mounted or hand-held card magstripe readers or barcode scanners are available for use with ACTIVE Net
- Revenues can be tracked by pass type and utilization statistics
- Lists can be generated that include contact phone numbers, membership effective and expiry dates, and balances outstanding
- Membership data can be reviewed by package category or User type
- Historical comparison reports are available showing changes in active, renewed, expired, withdrawn, transferred, and suspended accounts
- The ability to check in and out for security and building control is present in ACTIVE Net

6. Point of Sale

Functionality shall include ACTIVE Net’s Point of sale (POS) software solution. In this module, Client will have the ability to streamline payment processing and order tracking in a variety of POS environments – including drop-in facilities, concession stands, and pro shops.

- Touch screen capability with customized layouts
- Fees are adjustable and can be defined per Client’s requirements
- The Point Of Sale module will be able to check in and out equipment
- Interface to credit card processing systems will be seamless, for automatic credit card verification
- Customizable payment buttons and programmable items are available
- ACTIVE Net will have the ability to set up UPC codes for products, print labels, attach to POS items
- Maintaining active contact information will be present within ACTIVE Net.

- ACTIVE Net will have the ability to automatically notify staff when inventory goes below a certain volume
- The Point Of Sale module will integrate with Activity Registration, Facility Reservations, Membership and Pass Management. ACTIVE Net will have the ability to process a payment for a course, book a room, buy a membership, and purchase a basketball, all in one transaction.

7. Payments

- Process registrations, transfers, and refunds.
- Include multiple enrollments for family members on a single receipt.
- Accept immediate payment or installments in cash, check, credit card, or from credit on account.
- Payment Plans and automatic billing are included functionality that can be turned off or on.
- Multiple taxes and fees can be automatically applied during registration.
- Wallet ID for refunds without card present.
- The ability to manage gift cards and report on outstanding and used gift cards will be present.
- Manage credit on account functionality will be present and can be turned off or on.
- Scholarships in ACTIVE Net can be used to manage a financial assistance program, and as such can be discounts or treated as payment for accounting practices.
- Discounts in ACTIVE Net can be user defined and limited to specific user types.
- Coupon Codes can be limited to selected areas and to specific user types
- Residency can be determined by geographic area, zip code, or street address import file. Residency/Non-residency can have different payment rates and registration windows

8. Reporting

- ACTIVE Net shall have multiple filters to drill down details and the ability to save the format
- ACTIVE Net shall have the ability to have reports emailed automatically on a user defined schedule
- ACTIVE Net shall have multiple export formats -- HTML, Excel, or PDF

The following reports are available in ACTIVE Net. However, not all reports will apply to Client as it depends on the functionality used.

General Reports

Audit Trail	Use this report to view changes to system records in various ACTIVE Net modules. To specify which modules to log system record changes for, see General System Configuration - Change Log.
Custom Question Answers	This report lists all the answers given for custom questions asked during registration for specified activities, along with a count of how many times each particular answer was selected.
File Export	File export is a utility to export specific tables from your database as a csv (comma separated values) file.

Financial Reports

A/R Aging Report	This report displays aging information about accounts receivable from Users, listing balances that are currently due, past due for 1 to 30 days, 31 to 60 days, 61 to 90 days, and over 90 days.
A/R Statements	This report produces User statements (or invoices) for User account balances, which can be printed and mailed, or sent by email to Users.
A/R Summary	This report lists account receivable summaries for each User in each revenue site. It displays the User name, address, phone number, and their total account balance (or credit on account, if applicable).

A/R Transactions	This report lists account receivable transactions for each User in each revenue site. It displays the User name, receipt number, permit number (if applicable), transaction description, charge amount, payment amount, and balance.
Account Distribution	This report shows debit and credit transactions for each General Ledger (GL) account for a particular date or range of dates. For each account, all charges are listed with the receipt number, transaction description, and debit or credit amount.
Actual Profit/Loss	This report is used to show the actual profits and losses for your agency.
Actual vs Budgeted Profit / Loss	This report displays the budgeted amounts vs. the actual amounts for your agency.
Agency Distribution	This report displays agency payment distribution information for all transactions, grouped by GL accounts. The agency payment amount represents the amount due to the agency from all transactions made in <i>ACTIVE Net</i> that were paid for using credit cards. The agency payment amount is calculated by subtracting the credit card fees and transaction fees (if applicable) from the credit card payment amount.
Agency Payment	This report displays agency payment information for all transactions of a particular date for a given date range. The report shows the amount due to the agency from transactions made in <i>ACTIVE Net</i> . The amount due to the agency is calculated by getting the credit card payments amount minus the credit card fees and transaction fees (if applicable).
Budgeted Profit / Loss	This report displays the entered budget amounts and allows you to see the expected budgeted revenue. Included is the budgeted revenue, budgeted other expenses, budgeted wages, budgeted profit/loss and budgeted profit/loss percentage.
Cash Distribution by Account	This report displays cash distribution amounts by payment type for each GL account for a particular date or date range. For each account, amounts for each payment type are listed (cash, check, credit card, debit memo, manual deduct, electronic funds transfer (EFT), and journal entry payments).
Cash Receipts	This report displays a list of cash receipts for a particular date or date range. It shows the receipt number, receipt date and time, staff user ID, payer name, payment type, payment detail, and payment amount. A summary is also displayed at the end of the report, showing the total payment amounts per payment type, and the grand total amount.
Cash Receipts Export	This report matches payments on account not paid by credit card to GL accounts.
Coupon Usage Report	This report displays information about the usage of coupons by Users. It shows the coupon code, activity for which it was used, name of User who used the coupon, name of staff member who accepted the coupon, the merchandise redeemed by the coupon (for merchandise coupons), and the discount amount.
Credit Card / ECP	This report displays the log of credit card transactions by Users. It includes the receipt number, transaction date and time, masked credit card number (only the last 4 digits are displayed) and expiration date, User name, transaction amount, and transaction result (whether the card was approved or declined).
Credit on Account	This report displays details and amounts of credit on account transactions. It shows basic User information, description of the transaction, transaction date, receipt number, and amount.
Deferred Revenue	This report shows deferred revenues and their details, such as revenue site, transaction sites, facility, daycare programs, and recognized revenue. It can optionally display deferred revenue details such as summary report, report modules, and by group.
Departmental Revenue	This report is used to view the amount of revenue generated by selected departments over a certain time period.
Discounts Report	This report is used to display discounts that have been applied to transactions for a given date range. The report will show the name of the discount, the relevant amount, the User account which received the discount and the transaction to which it was applied. The name of the User who applied the discount will be displayed.
Expense Report	This report displays expense transactions incurred for activities. It includes the activity name and number, instructor name, transaction date, GL account, and expense amount.
Expense Export	This report is used to export payroll data to use in a spreadsheet or other program.
Financial Export	This page is used to run the export process for financial records.
Financial Statistics	This report displays financial statistics for a given date range. It shows the total amount and number of transactions made online (on the public access site) and overall (both staff and public

	sites), as well as the percentage of the online amount and number of transactions from the overall values. Statistics are displayed for different kinds of transactions such as Activity and Daycare Enrollment, Facility Reservation and Locker Rental, Membership Sale and Renewal, and Product Sale.
Gift Certificates	This report is used to print gift certificates. Gift Certificates can be printed at the time of sale or at a later date.
Instructor Hours Export	This report can be used to create a template for instructor hours data to export to an external payroll program.
Internet Income by Site	This report displays the internet income amounts earned by the agency from transactions for selected sites, grouped by GL accounts. It shows the GL account number and name, receipt number, date and time of each transaction, transaction description, and transaction amount.
Net Revenue Report	This report displays the net revenue earned by the agency from the different transaction modules. It shows their regular sales.
Override Audit	Use the Override Audit report to see which system users have authorized overrides for different types of transactions over a given date range.
Payment Plan	This report displays information about User payment plans. Each User's payment plans are listed, including the payment plan number, date created, receipt number, billing cycle, first payment date, amount charged and paid, and balance due.
Receipt Audit	This report is used to audit receipts and refund vouchers for <i>ACTIVE Net</i> transactions. It shows receipt number, date, and time, payer name, payment type, payment amount, and transaction details such as transaction description, User name, fee name, G/L account, amount charged, and amount applied.
Refunds	This report displays a list of refund transactions. It shows the receipt number, date, and time, payer of the original transaction, payment type of the refund, refund details and notes, and amount paid.
Refund Export	Use the Refund Export page to export refund data for auditing.
Reprint Receipt	This report is used to reprint receipts and refund vouchers.
Scholarship / Financial Aid	This report displays a list of scholarships granted to Users and the usage of their scholarships. For each scholarship, it lists the Users granted the scholarship, start and expiration date of the grant, amount of the scholarship grant, amount redeemed, and scholarship balance. For Users who have used their scholarship, the report will list transaction details (for example, name of the activity enrolled in), transaction amount, and transaction dates.
System Usage Log	This report displays a log of system usage by system users. It displays the system users who logged in to the system during a given date range, and shows the logon time, logout time, duration of logged on time, and workstation. It can also show a count of the number of transactions performed during each logged on session of each user.
Tax Receipt	This report will (for the Users selected); evaluate payments made in the selected year for base registration fees in Activities, Memberships and Daycare programs that have a configured Tax Receipt Eligibility. Each payment will show the full amount paid (excluding any merchandise items or optional fees) and the eligible percentage amount. When multiple Users have been selected, the system will generate one receipt for each payer.
Team Statement	This report shows Accounts Receivable transactions and statements for one or more teams. You can filter the report by individual teams.
Transaction Comparison	This report shows comparison data between transactions for 3 date range periods. It compares the number of transactions and revenues both on the staff site (front desk) and User public access site (online). Comparison reports for Activity, Daycare, Facility, and Membership transactions are available.
Transaction Export	Use the Transaction Export to run the export process for activity transaction records.
Unredeemed Gift Certificate Report	This report is used to report on the amount of gift certificates sold. This includes both redeemed and unredeemed gift certificates that are effective for a given date range.
Z-Out Report	This report is used to run reports on the z-out process. This is the ability to specifically close out workstations and workstation groups for all activity done since the last close out without regards to date and time. The z-out process creates a batch entry for the records included in the z-out process and then stamps all processed receipt detail records with the batch identifier. This

	allows close out periods to be any time frame including within the same day. Note that Z-out transactions can no longer be voided. They must be voided prior to the z-out or they will have to be refunded.
--	--

Population Report

User Awards	Use the User Awards report to show the awards that have been received by Users for a particular season or date range.
User Listing	Use the User Listing report to show a list of Users and their details such as name, address, age, gender, phone numbers, and geographic area.
User Revenue	The User Revenue report displays the total revenue earned by the agency from specific Users. This report lists the total number of transactions made and amounts paid by Users in the activity registration, facility reservation, daycare registration, membership sales, and POS modules.
User Skills	In addition to User names and skills, the User Skills report includes the evaluation date and qualification date for each skill, the name of the evaluator, the expiry date, and the evaluator's comments.
User Statement	Use the User Statement to get information about a User's (or family's) payment status for activities during a particular period.
User Waivers	The User Waivers report displays a list of Users and their waivers, with details such as the waiver due date, waiver status, receipt number, and description of the activity or membership package where the waiver is attached.
Company Listing	Use the Company Listing report to show a list of companies and their details such as name, address, phone and fax numbers, and geographic area.
Email open/click through	The Email Open/Click Through report shows the results of email batches sent to Users. This report indicates how many emails were acknowledged (meaning opened and clicked through), unacknowledged (opened but not clicked through), and how many were not sent successfully.
Emails/Form Letter/ Text Messages	The Emails page is used to define automated mass email messages to Users. Custom lists are used to select email recipients based on specified criteria. Email content is also defined to include the subject and body of the email message. The custom list of email recipients and email content definition may be saved and reused in the future as necessary.
Email opt-out	The Email Opt-out report shows a list of Users who opted to be removed from your organization's email list after they were sent email from an email batch.
Email Results	For each email batch that you send to your Users, the Email Results report indicates how many emails were sent successfully and how many failed. The User names and email addresses of both successful and unsuccessful emails are listed.
Gender Statistics	To view gender statistics for members and non-members organized by age group, run the Gender Statistics report.
Instructor Schedule	Use the Instructor Schedule report to compile information and create a schedule for specific instructors.
Instructor Weekly Schedule	To view availability and bookings for a one-week period for one or more instructors, run the Instructor Weekly Schedule report.
Labels	Use the Labels report to create labels for envelopes used in User mailing lists.
Member vs. Non-Member Statistics	To display member vs. non-member statistics organized by age group, run the Member vs. Non-Member Statistics report.
Potential Duplicate Users	The Potential Duplicate Users report will present the user with a list of Users that share criteria that can be selected on the report filters (like: Birth Date, Gender, Address, Phone, Email Address etc.) The results can be then analyzed and running the Merge Duplicates utility is much easier and more targeted.
System Users	To view a list of all users at one or more ACTIVE Net sites along with their statuses and attributes, run the System Users report.
View Email Batches	Use this page to search for and display mass email and text message batch definitions.

Registration Report

Activity Attendance Sheet	This report prints attendance sheets used to monitor activity attendance . The sheet has a grid of all enrollees and activity dates, where attendance of each enrollee can be marked on each date.
Activity Attendance Sheet - Daily	This report prints an attendance sheet for a particular date . The sheet will include the list of enrollees, check in and check out times, with space for the enrollees' signatures.
Activity Change Log	To track staff changes to activity records, use the Activity Change Log report. You can track changes to instructors/payroll, fees and discounts, expense GL accounts, dates and times, and departments and other categories.
Activity - Create Catalog	This page is used to create an activity catalog that can be printed or used as a template for actual catalog printing . Activities may be included in the catalog based on given criteria. The catalog can be produced in Ascii (CSV) or camera-ready (RTF) format, both of which can be edited as desired.
Activity Overview	Activity Overview reports are used to view an overview of activity details . These include <i>activity fees, dates, instructors, and locations</i> .
Activity Results	This report is used to display results for activities. The report can be configured to display different kinds of information by selecting various filter and report options.
Activity Revenue	To view revenue information for activities, run the Activity Revenue report.
Activity Text	Activity Text reports are used to view catalog descriptions of activities . Included are activity receipt notes, online notes, season, category, and location.
Activity Totals	This report is used to view activity registration numbers . Included is the <i>minimum and maximum number of registrants permitted</i> for the activity, the <i>actual number of registrants</i> , the number of residents and non-resident registrants, the number of holds, waitlists, and open slots.
Activity Withdraw / Transfer	Activity Withdraw / Transfer reports are used to summarize information about activity, instructor or department transfers for specific activities or within specific date ranges. The information included in the report is: the User who is withdrawing or transferring, the system user who completed the transaction, the amount of sessions completed and remaining, the activity and instructor to transfer to and the price difference between the two activities.
Average Fee Per User	To display the average fee charged to specific User types within specific activities or activity types, run the Average Fee Per User Type report.
User Attendance	Use the User Attendance report to print attendance sheets for specific Users that include each User's activities. You can use the sheet to mark attendance for each User's activity meeting dates.
Company Roster	This report displays a standard company roster which can be configured to display different kinds of company information by selecting various report options. A legend of the different types of enrollments can be found at the bottom of the report.
Company Totals	This report is used to display information regarding company totals.
Deposit Due Report	This report is used to view deposit amounts made by Users for an activity, and the User's remaining balance .
Enrollment Distribution	To view the User types and percentage distribution among selected activities over a specific date range, run the Enrollment Distribution report.
Facility Usage	This report provides details of facility usage by activities. Included are the list of facilities booked by each activity, the dates and times of the bookings, the start time required to begin set up, and the time at which the facility needs to be ready.
Instructors	Instructors reports are used to view instructor contact details . Included are the address, phone, fax, and email of the instructors. Notes on their qualifications may also be listed.
Instructor Attendance	Instructor Attendance reports are used to keep track of instructors and the classes they teach. Included are the name of the instructor, the names and dates of the classes they are scheduled to teach, whether they actually taught the class, and if they didn't, the name of the substitute instructors.
Instructor Change Log	Use the Instructor Change Log report to track changes made to availability and payroll configuration to instructor records.
Instructor Contracts	This report is used to create letters of agreement (contracts) between instructors and the agency . Included are the activities to be handled by the instructor, the activity dates and times and the instructor's fees.

Instructor Labels	Instructor Mailing Label reports are used to create mailing list labels for activity instructors. Included are the names and mailing addresses of the selected instructors.
Instructor Payment Due	Instructor Payment Due reports are used to view the payment summary for an activity instructor. Included are the hours of instruction, the number of enrollees, instructor payment types, and a history of payments owed, paid, and balance due.
Instructor Payment History	Instructor Payment History reports are used to view the payment history for an activity instructor. Included are the activity handled, date of payment, season, and amount of the payments.
Instructor Sign-In	This report prints Sign-In sheets for instructors to record the dates and times when they reported for work to teach or handle an activity. Included is a list activities handled by an instructor, with the dates and times of each meeting, and space is provided for the instructor's initials.
Private Lesson Booking	Use the Private Lesson Bookings report to view the booking status for private lessons for specific Users (instructors or students).
Registration Activity	To view registration details for a particular activity or set of activities, run the Registration Activity report.
Registration Rollover Results	Use the Registration Roll-Over Results report to view the results for activity enrollments you roll-over from one season to a different season.
Roster (Brief)	This report displays a standard activity roster, with activity information and basic enrollee information which does not include payment details. The report can be configured to display different kinds of User information by selecting various report options. A legend of the different types of enrollments can be found at the bottom of the report.
Roster (Expanded)	This report displays an expanded version of the activity roster, with more enrollee information, including payment details. The report can be configured to display different kinds of User information by selecting various report options. A legend of the different types of enrollments can be found at the bottom of the report.
Roster (with Payments)	This report displays a standard activity roster similar to the Roster (Brief) report, but will include payment details. The report can be configured to display different kinds of User information by selecting various report options. A legend of the different types of enrollments can be found at the bottom of the report.
Substitute Instructor	Substitute Instructors reports are used to view information regarding substitute instructors and the activities in which they substituted. Included are the total days and hours they substituted and the number of registrants for the activity. Details regarding the instructors contact information will also be included.
Transcript Report	This report displays the transcripts for activities that Users have taken or in which they are currently registered. This includes the activity name, the number of sessions, the instructor, and the activity grade.

Facility Reports

Bookable Equipment Inventory	To display information about equipment inventory, run the Bookable Equipment Inventory report. This report includes the option to run reports on available, damaged, lost, booked, or retired equipment.
Calendar - Daily	To display a one-day calendar for specific equipment, facilities, and instructors, run the Calendar - Daily report. Each equipment item, facility, or instructor will have its own one-day calendar, where bookings for that date are displayed.
Calendar - Daily Multi Resource	To display a one-day calendar with multiple columns for specific equipment, facilities, and instructors, run the Calendar - Daily Multi-Resource report.
Calendar - Monthly	To display a one-month calendar for specific facilities, run the Calendar - Monthly report. Each facility will have its own one-month calendar, where bookings for that month are displayed.
Calendar - Weekly	To display a one-week calendar for specific equipment, facilities, and instructors, run the Calendar - Weekly report. Each equipment item or facility will have its own one-week calendar where bookings for that week are displayed.
Charge Matrix	The Charge Matrix report shows a list of instructor, facility, and equipment reservation charges that are applicable depending on transaction factors such as User type, event type, or site. For

	example, different rates may be charged to commercial or non-profit Users for renting the same facility, and different rates may be charged for banquet events or meetings.
Claim Charge Report	Use the Claim Charge report to display charges that have been claimed against User permit deposits.
Deposits Report	Use the Deposits report to display information about damage/security deposits collected for facility and equipment rentals.
Facility Waitlist Confirmation Report	Use the Facility Waitlist Confirmation report to reprint facility waitlist confirmations that were originally generated as part of a facility waitlist request.
Facility Waitlist Report	To generate a list of Users who currently have places on facility waitlists, run the Facility Waitlist report. The Facility Waitlist report shows a summary of facility waitlist requests, including User details, information about the timeslots that Users have requested, and event details.
Bookable Equipment Inventory	This report displays information about equipment inventory. Included is the option to run reports on available, damaged, lost, out or retired equipment.
Lockers	The Lockers report shows specific lockers and their details, such as locker room, name, size, locker combination, and current User. You can optionally display locker reservation details such as reservation dates and times and reserving Users.
Permit Change Log	To display a log of changes made to permits, run the Permit Change Log report. The Permit Change Log is a report version of the Change Permit Status page.
Permit Extra Booking Fees	Use the Permit Extra Booking Fees report to display a list of reservation permits for the schedule of extra booking fees.
Permit Master Report	To display a master list of reservation permits, run the Permit Master report.
Reservation Dot Report	The Reservation DOT report displays a grid of specific dates, equipment, facilities, and instructors as well as displaying whether a facility has a reservation on a particular date. Dates when a facility is reserved have an 'R' printed on the grid. Dates with no reservations have a dot "." printed on the grid. This report offers a broad view of facility reservations on a particular date or in a date range.
Reservation Master Report	The Reservation Master report displays a master list of facility, equipment, and instructor reservations for a specific date range or for other criteria.
Resource Utilization Report	Use the Resource Utilization report to see the usage of available resources (facilities, equipment, instructors) as a percentage over a specific date range. Use this report to view the hours and days available and actually reserved, as well as sub-totals for facilities, equipment, or instructors.

Point of Sale/Inventory Reports

Inventory Reports	This report shows the current inventory quantity (stock on hand) of POS products, as well as other details such as department, class, subclass, and reorder point quantity.
Membership Usage	This report displays usage information for specific membership packages. This report lists each individual usage of a package, including the member's name, pass number, and date and time of usage.
Physical Inventory Sheet	This report produces a physical inventory sheet that can be used when performing a physical inventory count of POS products.
POS Product Labels	This report is used to produce print labels for POS products. This includes the product name and description, the price of the product and UPC barcode.
Reorder Report	This report displays a list of POS products that require reordering. It shows their current stock on-hand quantity, the reorder point quantity, last quantity ordered, and a column is provided where staff can write the quantity to reorder.
Replacement Cost	This report shows the current inventory quantity (stock on hand) of POS products and the estimated cost of replacing them, based on the last price paid.

Membership

Membership Autorenewal	This report lists User memberships and their membership packages that have been auto-renewed . The report includes member name, package name, renewal type, renewal amount, and the date the membership expires.
Memberships by User	This report lists Users and their membership packages . This includes User name, member number, membership packages owned, pass number, membership expiration date, and any amount due on the account.
Memberships by Package	This report displays membership information grouped by membership packages . This includes User name, member number, pass number, membership expiration date, and any amount due on the account.
Membership Labels	This report is used to create membership mailing labels for mass mailing purposes . Included are the names and mailing addresses of the selected Users.
Membership Renewal Expiration	This report shows the number of current membership renewals and future expirations of selected membership packages . This includes the number of late and early renewals, the number of memberships that will expire within 1, 2, or 3 or more years, and current renewal percentages.
Membership Retention	This report displays membership retention information of selected packages for a particular period . It shows the total number of members of the package, the number of retained members during the period, and the retention rate.
Membership Statistics	This report displays membership statistics about selected membership packages . This includes the number of new, renewed, and expired memberships, number of withdrawn, transferred, and suspended memberships, total number of members, and percentage of change in memberships from the previous year.
Membership Transfer	This report displays information about membership transfers . This includes the name and phone number of Users who transferred from one package to another, the package they transferred from, and the package they transferred in to.
Membership Usage	This report displays usage information of selected packages . This will list each individual usage of a package, including member name, pass number, and date and time of usage.
Package Basics	This report lists basic information about membership packages such as membership duration, expiry date, maximum number of passes, maximum number of uses, maximum number of uses per day, and total fee amounts.
Package Text	This report displays text descriptions of membership packages , including catalog description, receipt notes, and user notes.
Package Totals	This report displays sales information about selected membership packages . This includes number of active passes, number of memberships sold, renewed, refunded, and transferred, and their corresponding amounts.
Pass Production (Batch)	This report produces membership passes by batch for selected members or membership packages.

League Scheduling

League Schedule	This report shows the schedule of games for a league or tournament , including game dates and times, game sites, and optionally include team and league contacts, officials, and scores.
League Standings	This report shows the team standings in a league , including the teams' win-loss-tied record, percentage of games won, number of games behind the leading team, number of Home and Away games won and lost, and record in last 5 games.
Official Fee Summary	Use the Official Fees Summary report to detail the number of hours specific officials worked during league or tournament games, along with the fees they incurred in working for those games.
Officials Schedule	This report displays a list of assigned officials for scheduled games of a league or tournament.
Team Roster	This report displays information about the roster of selected teams , including player name, player number, address, phone numbers, and age.
Team Schedule	This report shows the schedule of games for selected teams , including game dates and times, game sites, and optionally include team and league contacts, officials, and scores.

Tournament Bracket	This report shows a graphical diagram of the bracketing of tournament games, with information such as the teams playing against each other, the game date and time, and game site.
---------------------------	--

Campaign Reports

Campaign Donation Tracking	Need to track the total donation amounts that your campaigners take in against their individual goals and against the overall campaign goal? Run the Campaign Donation Tracking report.
Campaign Goals Tracking	Need to track the progress that your campaigners, teams, and divisions have made towards their campaign goals? Run the Campaign Goals Tracking report.
Donations	Run the Donations report to view donations made by Users across a given date range. The Donations report displays the User name, date, donation campaign, and amount for each donation listed. This report also displays a sub-total of all donations made by each User along with the total amount of all donations.
Donor Card	Want to print out a card that you can distribute to your campaign prospects to solicit donations? Run the Donor Card report.

Equipment Rental/Loan

Lendable Equipment Inventory Report	Need to track the current available inventory of your lendable equipment? Run the Lendable Equipment Inventory report.
Lendable Equipment Signed Out Report	Want to generate a list of all unreturned equipment along with the Users who have signed it out? Run the Lendable Equipment signed out report.

9. Marketing

Functionality shall include the ability to build User lists, email, print labels and brochure export tools. These tools are built-in to ACTIVE Net and used for registrations, reservations, and memberships.

- ACTIVE Net will have the ability to create custom lists based on criteria as broad as demographics, interests and age or as defined as activities
- Automatically assign Users to lists will be an option for users to select
- ACTIVE Net will have the ability to assign 'interest lists' to activities
- Subscription lists will be present
- The ability to send text or HTML emails with links will be present in the software
- Automatic opt-out feature to comply with CAN-SPAM regulations will be available
- ACTIVE Net will have the ability to track emails opened and clicked-through
- In ACTIVE Net, staff will be able to store, schedule and re-use email templates
- The ability to export specific activity information including times, facilities, description and pricing in CSV or RTF format will be present
- ACTIVE Net data can be imported into graphic design programs
- Client will have the ability to link from ACTIVE Net to graphics, photos or videos already hosted online
- Mail merge and mailing labels functionality will be present

10. ACTIVE Net public access interface released in version 13.1 and expected to roll out through 2013 is coded on HTML allowing for a platform agnostic online interface for (mobile, tablets, and other platforms)

11. ACTIVE Net offers the follow items of additional functionality. TAN will identify any system modifications to support interfaces during the Initiation/Planning Phases of the project. Other interfaces may be identified during the Initiation/Planning Phase(s) and will be fully analyzed and specified as a result.

12. TAN will create detailed and combined **Functional/Technical Specifications** for any interface requiring development from TAN technical staff.

- A. **Skylogix System Interface (Energized Field Lighting)**
ACTIVE Net can export the facility booking information to an FTP site. The Skylogix (lighting) System retrieves the information from the FTP site. Skylogix will then work with all functionality included in the Client contract with Skylogix.
- B. **Oracle Financials Interface**
ACTIVE Net allows the capacity for financial integration. Client and TAN will need to engage in addition discussions to ensure ACTIVE Net and Oracle Financial System, are compatible with the set-up of each system. The requirements include – use of accrual accounting, dedicated accounts in your general ledger system of Account Receivable, User Credit, Refund Clearing, and Payment Accounts, ability for Oracle to accept a file with GL names, FL numbers, Debit/Credit/Net changes, and Date. This file can be exported manually or exported by automatic email or to a ftp site.
- C. **GIS Import for Address Validation**
ACTIVE Net has the capacity to upload CSV files of street information for validation of residency status.
- D. **Third Party Payment Processor = PaymentTech**
ACTIVE Net will use the ACTIVE Merchant Services (AMS) gateway to pass credit cards for processing to Client's PaymentTech account.

Implementation

The implementation will be undertaken using a phased approach as outlined in the ACTIVE Net Implementation Planning Guide. TAN will assign a consultant upon execution of the Agreement. TAN's Project Coordinator will meet with Client's Project Manager to discuss/plan the ACTIVE Net project.

Implementation Phase Plan Structure

Initiation Phase 1:

The Initiation Phase is the first phase in the project lifecycle and is represented by the conceptualization of the project.

Client will:

Gather requirements including but not limited to:

- Hardware requirements
- Software/application specifics payment types accepted
- Training requirements
- Data collection requirements
- Reporting requirements
- Marketing plan requirements
- Payment rules and options
- Current business processes
- Define and plan any changes in business process
- TAN services anticipated for the phase
- Review/define requirements of data transmission processes with TAN and Payment Processor

TAN will:

- Review the anticipated services detailed by Client and determine best solution for Client's needs
- Review and update the initial implementation plan
- Coordinate the date and time for a project initiation call with Client
- Provide the high level implementation phase plan

- Review with Client, the specifics defined above

Planning Phase 2:

The Planning Phase follows the Initiation Phase and is the most important phase of the project. Further detailed planning will take place to ensure that the activities performed in this phase are properly sequenced, resourced, executed, and controlled.

Client will:

- Provide the required data collection for specific ACTIVE Net modules (outlined in the TAN Implementation Guide) including but not limited to:
 - General settings
 - Facility settings
 - Registration settings
 - Membership settings
 - Point of Sale settings
 - League settings
 - Public Access settings
- Procure required hardware/software to provide solution to identified Client locations (Exhibit C)
- Receive and install hardware/software to identified Client locations
- Provide the account form for payment processing to TAN.
- Define Training Plan and Schedule for Implementation
- Validate Marketing Plan
- Define Transition to Support Plan

TAN will:

- Conduct a project launch session to define:
 - Project roles/responsibilities
 - Complete detailed project tasks/schedule
 - Validate hardware/software requirements
 - Validate data collection/reporting
 - Validate Training Plan/Marketing Plan
- Review and update the initial implementation plan
- Coordinate the date and time for official project “kick-off” meeting with Client
- Review with Client, the specifics defined above
- Establish hosted environments – production, training and testing

Implementation Phase 3: (Completed)

The Implementation Phase marks the official start of the implementation project. This phase consists of configuring ACTIVE Net for Client’s specific requirements including the completion of any related data migration tasks identified in the Planning Phase. During this phase each module is configured, tested and verified, core team training is conducted and user documentation is drafted for on-going reference.

Client will:

- Perform data entry by module requirements
- Perform data auditing by module
- Identify and conduct scenario analysis (operational use cases)
- Perform functional, interface, and performance testing
- Perform report verification by module

- Create user documentation from ACTIVE Net templates
- Define data export needs by module (if needed)
- Update/finalize Training Plan
- Update/finalize Marketing Plan
- Conduct module acceptance testing and provide sign-off

TAN will:

- Repeated for each module, conduct scheduled sessions to perform the following tasks:
 - Guide the validation of business analysis for specific module
 - Guide in the configuration of business rules
 - Guide client data entry and data auditing activities
 - Oversee testing (functional/hardware)
 - Guide reporting verification
 - Create data export activities
- Facilitate process to open User account registration

Implementation Phase Completed

Deployment Phase 4:

Client will:

- Conduct required system testing
- Execute Training Plan defined in Planning Phase.
- Execute Marketing Plan defined in Planning Phase
- Review permissions, settings, customization and transmission processes, review field requirements, registration processes, default setting, User service phone number/emails listed on site and custom text

TAN will:

- Conduct activities of the Deployment Phase
- Assist in the execution of the Marketing Plan
- Assist in the execution of the Training Plan
- Conduct "Go-Live" readiness assessment
- Recommend a go live date to Client
-

Closure Phase 5:

Client will:

- Validate live system operation
- Complete project post-mortem
- Complete project user satisfaction survey

TAN will:

- Transition to on-going support as defined in Exhibit F

- Conduct/document lessons-learned and project close out meeting

Management

Project Schedule Dependencies

Dependencies for each phase of this project are significant. Other information technology projects, upgrades, system maintenance and outages are just a few items that make scheduling critical and the need for flexibility in phase prioritization necessary. Each phase will be staged for optimal scheduling and will be followed whenever possible. However, changes to the overall schedule may be necessary based on these dependencies and other unforeseen complications. Both parties reserve the right to re-prioritize the phases and project roll out.

Roles and Responsibilities

TAN will coordinate a joint effort with Client to identify resource needs and how they will be used to accomplish tasks.

TAN

Role	Responsibilities
Consulting Manager	Senior escalation point for the project. Resolve major project issues. Participate in meetings to evaluate overall progress and risk plan management.
Consultant	Plan project approach, timetable, priorities, and resources. Coordinate TAN resources. Evaluate best practices and works with TAN staff to identify operational improvements. Produce project implementation documentation. Act as a liaison between TAN and Client implementation teams. Monitor project status and communicate issues and risks to the project team for resolution. Coordinate delivery of training. Support Client throughout project. Identify and communicate business issues to Client's implementation team. Assist in quality assurance. Lead training planning for Client's core implementation team. Primary technical contact for all aspects of the system through the Project Phase. Assist in ensuring the configuration and operation of the system is consistent with the expectations of Client to meet their operating requirements and assist in the testing of the product. Work with Client's interface experts to determine interface requirements, set-up issues and timing. Ensure data sharing is optimized. Create training plan and collect necessary approvals. Provide training documentation as needed, customized where possible: Lead training sessions.
Account Manager	Primary non-technical contact after the implementation is complete. Assist for hardware or service orders. Provide quality assurance. Assist in coordinating TAN resources when necessary.

Client Project Team

Role	Responsibilities
------	------------------

Project Sponsor	<p>Serve as project owner. Senior escalation point within the organization. Resolve major project issues. Participate in quarterly sponsor meetings to evaluate overall progress and risk plan management.</p>
Project Manager	<p>Plan project approach, timetable, priorities, and resources. Coordinate resources and internal activities required to deploy system. Report project status to steering committee; identify changes in project and scheduling. When changes have been identified act as conduit to project sponsor for change submissions. Act as a liaison between implementation team and TAN. Review processes and develop new processes within TAN. Oversee project internal and external communications. Sign-off each business test case tested in each testing phase.</p>
Application Analyst	<p>Work with TAN to evaluate processes and make necessary modifications. Identify and document existing processes impacted by ACTIVE Net implementation. Lead the set-up of ACTIVE Net control files. Assist project manager in project management in areas such as scheduling. Communicate business issues to the TAN implementation team. Work with TAN specialists to determine interface requirements, work effort, and scheduling of interface development. Develop interface specifications. Coordinate all testing of completed interfaces. Ensure data sharing is optimized. Assist TAN with system configuration.</p>
Business Analysts	<p>Gather business process and business need requirements. Test business test cases. Document existing processes and expected results. Ensure hardware and software is available, tested, and operational. Assist TAN with system configuration. Perform administrative functions -- e.g. preparation of training rooms. Troubleshoot network, hardware and other system problems.</p>

Additional TAN Obligations:

Provide the training in accordance with the project plan.

Additional Client Obligations:

Cooperation by Client

Client acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of Client and its staff and Client agrees to act reasonably and co-operate fully with TAN to achieve the completion of services.

Issues Management

Project issues identified by Client will be logged in the project site and communicated to TAN. The Project Manager will assign ownership, priority and due date for each issue and monitor the status of each issue through to resolution. Outstanding issues will be reviewed during the weekly and monthly project review meetings. Client is responsible for testing of fixes and for confirmation of issue closure.

Risk Management Plan

The Risk Management Plan will include descriptions of how the risks will be/were determined, including planning methodology, assumptions and decisions. A risk matrix will be used to identify probability-impact ranking. Each risk will have an appropriate strategy.

The following process will be used to effectively manage project risk:

- 1) Identify and Log Risk
All TAN and Client project team members are responsible for identifying project risks and reporting them to Client's Project Manager. The vehicle for documenting risks is the risk log which is maintained by the Client Project Manager.
- 2) Validate, Prioritize and Assign Risk
Client's Project Manager will review new risks and designate them as *active*, *deferred* or *closed*. Throughout the risk lifecycle, the risk status will be updated by the risk owner. If the risk creates a change in scope, budget, benefits or timeline then the risk is closed with a resolution of "Change Request Needed" and the change control process is executed. The closed risk number is entered on a change control request form.
- 3) Analyze Resolution Options
The project team and risk owner will analyze the risk and work with the impacted groups to further define the risk and identify resolution options. The resolution options also include possible impacts on the project (if known). The project team and risk owner will work closely to complete the tasks of analyzing the options, resolving the risk and entering the data into the risk log.
- 4) Approve Risk Resolution
Client's Project Managers will review the risk resolution information on a weekly and monthly basis as part of the scheduled project meetings. When the risk is resolved appropriately, Client's Project Manager will escalate risk items as appropriate.
- 5) Monitor, Drive and Log Resolution
Upon approval, Client's Project Manager and risk owner communicate the risk resolution to all impacted projects and groups.

Communication Plan

TAN will coordinate a joint effort with Client to document how the project ensures timely and appropriate generation, collection, dissemination, storage, and disposition of project information. It includes descriptions of how communication requirements will be/were determined and met, including any assumptions. It will also define responsibilities for both internal and external communication.

- 1) Internal and External Communication Plans:
 - A) The Internal Communication Plan will include the communication between Client staff and the project team. This plan will be produced by Client.
 - B) The External Communication Plan conveys critical User information during the course of the implementation. This effort will commence at the end of the functional discovery and will involve Client's Project Manager.

The external communication plan will define critical processes, dates and criteria to define when and how the dissemination of information will occur. This plan is the responsibility of Client and will require assistance from TAN in order to complete this. The plan must be adopted by Client and will be executed at their discretion.

Change Order Procedures

The Change Order Plan will identify how changes and their impact on the project will be identified, documented and communicated to Client. Appropriate sign-off channels will be developed for change order approval as referenced in Exhibit G Change Order Procedure.

Section Deliverables

Deliverables	<ul style="list-style-type: none">• TAN and Client Roles and Responsibilities• Risk Management Plan• Communication Plan• Change Order Plan• Training and Learning Verification Plan• Participation in Steering Team briefings every other month• Quarterly Sponsor Review
---------------------	---

EXHIBIT C

HARDWARE AND SOFTWARE NEEDED AS PREDICATE TO USE SERVICES

Client acknowledges that access to the Services requires that Client obtain and install required software programs.

TAN's proposed integrated software solution, ACTIVE Net, is a fully hosted application. Beyond the minimal hardware requirements of each workstation accessing the ACTIVE Net database there are no additional infrastructure requirements needed to fully utilize all of ACTIVE Net's features. The only peripheral hardware requirement is the point to point encrypted credit card scanners.

The following is a list of applicable third party software/hardware/peripherals:

Software Requirements/Recommendations

Operating System	ACTIVE Net is certified for Windows 2000 or higher
Web Browser	Internet Explorer 8.0 or higher is preferred for ACTIVE Net administration. Additional settings may need to be changed during training. Firefox is also supported for staff. For public access, ACTIVE Net supports all major browsers.
Java	Must be installed for ACTIVE Net administration. To verify the latest version of Java you have installed, go to: http://www.java.com/en/download/installed.jsp
Adobe Acrobat Reader	Version 6 is required for PDF report generation in ACTIVE Net.
Flash	Required if using Resource Scheduler or Enhanced User View.

Hardware Requirements

Processor	300 MHz
RAM	512 MB
Hard Drive	1 GB free space
Internet Access	DSL/Cable or faster Note: Wireless networks are not recommended for training sessions or front desk environments.
Peripheral	Depending on peripheral configuration employed, ACTIVE Net may require one or more open serial or USB ports. System requirements may also vary depending on purchased peripheral hardware (card readers, printers, cameras, gate kickers, etc.) and accompanying software.

FTP Site Requirements

The Skylogix (Lighting) Integration will require a FTP site for ACTIVE Net to export the booking data for SkyLogix to pull from the FTP Site.

Optional Peripheral Hardware:

The table outlines a few of the standard, popular options of peripheral hardware.

Membership Card Printer	
Option 1: Datacard Barcode	Datacard SP35 Card Printer (USB) Datacard Ribbon Datacard PVC Cards
Option 2: Fargo Barcode	Fargo DTC1000 SS Base Model (USB) Fargo Ribbon (250/images) Cleaning Kit Fargo Blank Cards (500/box)
Option 3: Fargo Magstripe	Fargo DTC1000 SS Base Model and ISO magstripe encoder Fargo Ribbon with (250/images) Cleaning Kit Fargo Blank Cards with Magstripe (500/box)
Touch Screen	
Option 1	ELO 15" LCD Touchscreen, USB
Option 2	ELO 15' LCD Touchscreen with Integrated Magstripe
Option 3	ELO 17' LCD Touchscreen with Integrated Magstripe
Cash Drawer	
Option 1: Receipt Printer	APG S4000 Cash Drawer MultiPro Int – Need Printer Star TSP143U Thermal, autocutter USB Star TSP100 Thermal Receipt Paper
Option 2: Standalone Camera	APG S4000 Cash Drawer Serial Int Microsoft LifeCam VX-3000
Magstripe Scanner	Magstripe Scanner
Barcode Scanner	Metrologic MS9520 Barcode Scanner USB

EXHIBIT D

THE ACTIVE NETWORK PRIVACY POLICY

The privacy policy below governs your use of **ACTIVE Network.com**, the Active Network corporate website, and other Active Network brands. This policy does not govern the use of Active.com. To review the privacy policies that apply to Users of Active.com, please click on the following link: [Active.com Privacy Policy](#).

Last Revised: May 27, 2009

Active recognizes that privacy is important. This Privacy Policy applies to all of the websites and products owned and/or operated by The Active Network, Inc. and its subsidiary and affiliated companies (collectively "Active") unless expressly noted otherwise. The majority of Active's websites are intended for a general audience and this policy describes our general use of information. For Active's websites that may be used by a younger audience, more specific policies applicable to children under the age of 13 will be located on each such site.

Collection and Use of Information

Some of Active's websites permit users, subject further to Active's online terms of use, to register for events or programs, request information, enter contests, vote in polls or otherwise express opinions or submit comments. As part of such use, you may be asked to register for a free ID and password and to provide certain personally identifying information such as name, address, phone number, email address, birth date, ZIP code, gender, personal interests and credit card information for transactions. Active uses your information to perform transactions, deliver services or information you have requested, and offer you products and services from Active and our trusted partners, programs or services that we believe may be of interest to you. Active also uses your information to contact you when necessary for User service purposes. We may combine your information that we have with information we obtain from business partners or third parties to provide you with a better product or Active experience. Active may use information relating to your visit or use of our websites, or information you provide to us, for market research purposes in order to continually improve the product and services that Active delivers to you.

If you choose to submit content for publication we may publish your screen name and other information as provided by you or to personalize your user experience. If you register for a competitive event, your name, event entry identification, and interim and final event time results may be made publicly available on any Active website.

Active receives and records information on our server logs from your browser, including your IP address, Active cookies (small pieces of information stored by your browser), and the page(s) you request. Active uses this information to customize the advertising and content you see, fulfill your requests for products and services, improve our services, contact you, conduct research, and provide anonymous reporting for internal and external clients.

When Active does share your information with our subsidiaries, affiliated companies and trusted businesses or persons, we require that these parties agree to process such information based on our direction and in compliance with appropriate confidentiality and security measures.

Active also displays targeted advertisements based on personal information. Third party advertisers (including advertising companies) may assume that people who interact with, view, or click targeted ads meet the targeting criteria. However, Active does not provide any personal information to the advertiser when you interact with or view a targeted advertisement.

Except as otherwise described in this Privacy Policy, it is Active's policy not to distribute to third parties any personally identifying information about you without your consent (usually communicated through either an "opt-out" or "opt-in" notification or mechanism). Upon obtaining your consent, Active may provide access to or otherwise disclose your personally identifying information to third parties. However, we may aggregate certain

personally identifying information - meaning that the information from many Active users is grouped together in a way that does not disclose the personal information of any particular user – without your consent.

You may choose not to submit certain personal information while on our websites, in such instances Active may not be able to provide you with certain services.

If you are using our services to register for an event, program or to purchase a third party product, Active shares the personal information you provide to applicable third party(ies) to fulfill your request. Each such party operates independently from Active and maintains its own privacy and security policy. Active bears no responsibility from the activities of any such third party to whom Active provides information to process your request and you should contact those third parties directly regarding your preferences for the use of your personal information.

Legal Disclosures

Active may release your personal information to third parties: (a) in order to comply with a valid legal requirement such as in compliance with any law, regulation, search warrant subpoena or court order; or (b) in special cases, when we believe it is necessary to share information in order to investigate, prevent or take action regarding any illegal or unauthorized activities, suspected fraud, situations involving potential threats to the physical safety of any person or violations of our Terms of Use.

Information Security

Active has established and maintains reasonable security procedures to protect the confidentiality, security and integrity of your personally identifiable information, including the use of secure socket layer (SSL) and encryption methods. We regularly evaluate our data collection, storage and processing practices and security to guard against unauthorized access to our systems. You can help to protect your information by safeguarding your Active password and using caution and discretion when posting information on public areas of the sites.

Although Active uses commercially reasonable efforts to safeguard your information, transmissions made by means of the Internet cannot be fully secure in all instances and we cannot guarantee that personally identifiable information that we collect will never be disclosed in a manner that is not consistent with this Privacy Policy.

More information on Active's security can be found at: <http://www.ACTIVE Network.com/security.htm>.

Unsubscribe

If addition, if at anytime, you no longer want us to send you any regular communications, you may "opt-out" of such future communications, clicking on the "unsubscribe" link at the bottom of the newsletter or email. To "opt-out" of products, programs, services, or offers from our trusted partners, please contact privacy@ACTIVE Network.com.

Contact Us

Active regularly reviews its practices regarding personally identifiable information and this Privacy Policy. If you have any questions, comments or concerns, please contact us at:

Attn: Privacy Officer
The Active Network, Inc.
10182 Telesis Court
San Diego, CA 92121
Phone: 858-964-3800
Toll Free: 888-543-7223

privacy@ACTIVE Network.com

Changes

Active may transfer the personal information collected under this Privacy Policy to a third party in the event of a transfer of ownership such as a merger, acquisition or any form of sale of the majority of the assets of Active.

Active reserves the right to modify or supplement this privacy policy at anytime without any prior notice to you. If we make any changes, we will update the Active websites and this Privacy Policy to include such change. Please regularly review this Privacy Policy to keep up to date with any changes that may affect your use of the Active Websites. Your continued use of the Active websites once the revised privacy policy has been posted on the websites affirms your agreement to such changes.

EXHIBIT E

SECURITY POLICY

1.1 TAN shall perform the Services in conformity with the level of compliance with the PCI DSS requirements set forth herein ("PCI DSS Requirements") and acknowledges its sole responsibility for the security of the User's cardholder data in the process in which TAN stores, transmits or processes, provided that Client and its Users comply with its requirements.

1.2 TAN shall perform all tasks, assessments, reviews, penetration tests, scans and other activities required under the PCI DSS Requirements (including any compliance guidance issued by the PCI Data Security Council or its subordinate bodies within the scope of the PCI DSS Requirements) to validate its compliance during the term of the Agreement with the PCI DSS Requirements as it relates to the system elements and portions of cardholder data environment (each as defined by the PCI DSS) for which TAN is responsible as set forth herein (the "PCI Environment").

1.3 Compliance with PCI DSS Changes. TAN shall conform the Services in a timely manner to comply with any change in the applicable PCI DSS (including any binding compliance guidance issued by the PCI Data Security Council or its subordinate bodies), as promptly as practicable following any such change. Such conformance of the Services shall be at TAN's expense with respect to changes that are applicable generally to TAN's other customers for Services which are the same as or similar to the Services or relevant components of the Services.

1.4 In the event Client reasonably determines that additional verification documentation is required under the PCI DSS Requirements or likely to be so required to verify such compliance, including an associated unqualified "Attestation of Compliance," then, upon Client's written request and at no additional charge to Client, TAN shall provide such additional verification documentation to Client within six (6) months from Client's request, or the timeframe required for Client to remain compliant, whichever is less.

1.5 The attestation refers to the specific document titled "Attestation of Compliance" as issued by a QSA or otherwise accredited individual.

1.6 At least annually thereafter, TAN shall deliver to Client a copy of the Attestation of Compliance Documentation, applicable to the PCI Environment at no additional charge to Client.

1.7 TAN will promptly notify Client of the following:

1.7.1 Any non-remediated exception in a Report on Compliance, Attestation of Compliance or quarterly vulnerability scan; or

1.7.2 If TAN learns that it is no longer PCI DSS Requirements compliant, or reasonably anticipates that it is or will be noncompliant, and

1.7.3 TAN will promptly notify Client of the steps it is taking to remediate such exception or non-compliance.

PCI Attestation of Compliance by TAN is including on the following pages.



**Attestation of Compliance – Merchants
Payment Card Industry (PCI)
Data Security Standard**

**Attestation of Compliance for
Onsite Assessments – Merchants**

Version 2.0

October 2010



Instructions for Submission

This document must be completed by a Qualified Security Assessor (QSA) or merchant (if merchant internal audit performs validation) as a declaration of the merchant's compliance status with the Payment Card Industry Data Security Standard (PCI DSS). Complete all applicable sections and submit to the acquirer or requesting payment brand.

Part 1. Merchant and Qualified Security Assessor Information

Merchant Organization Information

Company Name:	The Active Network, Inc.	DBA(s):			
Contact Name:	Greg Ingino	Title:	VP Information Technology		
Telephone:	(858) 605-4707	E-mail:	greg.ingino@activenetwork.com		
Business Address:	10182 Telesis Ct, Suite 100	City:	San Diego		
State/Province:	CA	Country:	USA	Zip:	92121
URL:	http://www.activenetwork.com				

Qualified Security Assessor Company Information

Company Name:	AT&T Consulting Solutions, Inc.				
Lead QSA Contact Name:	Clint Harris	Title:	Principal Consultant		
Telephone:	(480) 371-6417	E-mail:	ch007x@att.com		
Business Address:	1355 W. University	City:	Mesa		
State/Province:	AZ	Country:	USA	Zip:	85201
URL:	http://www.att.com				

Part 2. Type of Merchant Business (check all that apply)

- Retailer Telecommunication Grocery and Supermarkets
 Petroleum E-Commerce Mail/Telephone-Order
 Travel & Entertainment Others (please specify):

List facilities and locations included in PCI DSS review. The scope of this assessment focused on the entire in-scope AMS (Active Merchant Service) environment within Active Network. The locations assessed include the corporate headquarters located in San Diego, California, as well as two (2) associated data centers located in Burbank, California and Ashburn, Virginia.

Part 2b. Relationships

- Does your company have a relationship with one or more third-party agents (for example, gateways, web-hosting companies, airline booking agents, loyalty program agents, etc.)? Yes No
Does your company have a relationship with more than one acquirer? Yes No

Part 2c. Transaction Processing

How and in what capacity does your business store, process and/or transmit cardholder data? Active Network provides technology to organizations throughout the world that run activities or manage facilities. From online registration to transaction processing to marketing services, Active drives an increase in attendance and revenue for their clients. Their comprehensive event, participant, and resource management solutions are designed to help organizations simplify business operations and reduce costs.

Active Network transmits or receives credit card data for e-commerce transactions over public networks

as follows:

- A consumer's browser makes a request to Active Network's Webserver via the online checkout page where credit card data is entered. This in turn initiates a request to AMS to request a token (RSA 2048 bit key pair, public modulus key). The request itself authenticates with a secret key over SSLv3. The key is unique for every transaction.
- The public key is passed to the consumer's browser. The users' credit card (all sensitive data) is encrypted by the browser using the public key and sent to AMS. The AMS application stores the encrypted information along with the associated token in a Microsoft SQL database and then returns a success/failure message to the browser.
- The users' credit card information is transmitted to one of the payment processors such as, Digital River, Cybersource PaymentTech, ePay, or PayflowPro for transaction processing. PaymentTech is accessed via an MPLS connection while the other payment processors are connected via the Internet using SSL connections.

Please provide the following information regarding the Payment Applications your organization uses:

Payment Application In Use	Version Number	Last Validated according to PABP/PA-DSS
None	N/A	N/A

Part 3. PCI DSS Validation

Based on the results noted in the Report on Compliance ("ROC") dated October 30, 2012, AT&T Consulting Solutions, Inc asserts the following compliance status for the entity identified in Part 2 of this document as of October 30, 2012 (check one):

- Compliant:** All requirements in the ROC are marked "in place",¹ and a passing scan has been completed by the PCI SSC Approved Scanning Vendor Trustwave thereby The Active Network, Inc has demonstrated full compliance with the PCI DSS 2.0
- Non-Compliant:** Some requirements in the ROC are marked "not in place," resulting in an overall NON-COMPLIANT rating, or a passing scan has not been completed by a PCI SSC Approved Scanning Vendor, thereby (Merchant Company Name) has not demonstrated full compliance with the PCI DSS. Target Date for Compliance:
- An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. Check with your acquirer or the payment brand(s) before completing Part 4, since not all payment brands require this section.

Part 3a. Confirmation of Compliant Status

QSA/Merchant confirms:

- The ROC was completed according to the PCI DSS Requirements and Security Assessment Procedures, Version 2.0, and was completed according to the instructions therein.
- All information within the above-referenced ROC and in this attestation fairly represents the results of the assessment in all material respects.

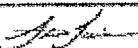
¹ "In place" results should include compensating controls reviewed by the QSA/Merchant Internal Audit. If compensating controls are determined to sufficiently mitigate the risk associated with the requirement, the QSA should mark the requirement as "in place."



- The merchant has confirmed with the payment application vendor that their payment application does not store sensitive authentication data after authorization.
- The merchant has read the PCI DSS and recognizes that they must maintain full PCI DSS compliance at all times.
- No evidence of magnetic stripe (that is, track) data², CAV2, CVC2, CID, or GVV2 data³, or PIN data⁴ storage after transaction authorization was found on ANY systems reviewed during this assessment.

Part 3b. QSA and Merchant Acknowledgments

Signature of Merchant Executive Officer 	Date: 11/8/12
Merchant Executive Officer Name:	Title:

Signature of Lead QSA 	Date: 8 November 2012
Lead QSA Name : Steve Levinson	Title: PCI Practice Director

² Data encoded in the magnetic stripe or equivalent data on a chip used for authorization during a card-present transaction. Entities may not retain full magnetic stripe data after transaction authorization. The only elements of track data that may be retained are account number, expiration date, and name.

³ The three- or four-digit value printed on the signature panel or face of a payment card used to verify card-not-present transactions.

⁴ Personal Identification Number entered by cardholder during a card-present transaction, and/or encrypted PIN block present within the transaction message.

Part 4. Action Plan for Non-Compliant Status

Please select the appropriate 'Compliance Status' for each requirement. If you answer "No" to any of the requirements, you are required to provide the data Company will be compliant with the requirement and a brief description of the actions being taken to meet the requirement. Check with your acquirer or the payment brand(s) before completing Part 4 since not all payment brands require this section.

PCI Requirement	Description	Compliance Status (Select One)	Remediation Date and Actions (if Compliance Status is "No")
1	Install and maintain a firewall configuration to protect cardholder data.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
2	Do not use vendor-supplied defaults for system passwords and other security parameters.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
3	Protect stored cardholder data.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
4	Encrypt transmission of cardholder data across open, public networks.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5	Use and regularly update anti-virus software.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Develop and maintain secure systems and applications.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
7	Restrict access to cardholder data by business need to know.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Assign a unique ID to each person with computer access.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
9	Restrict physical access to cardholder data.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
10	Track and monitor all access to network resources and cardholder data.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
11	Regularly test security systems and processes.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
12	Maintain a policy that addresses information security.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

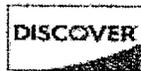


EXHIBIT F

SUPPORT AND MAINTENANCE HANDBOOK

PRIMARY POINT OF CONTACT (POC)

Name: Kerstin Nold
Title: IT Services Manager
Organization: City of Chandler
Address: 275 E Buffalo St, Chandler, AZ 85225
Phone: (480) 782-2490
Email: Kerstin.Nold@chandleraz.gov

Name: Sheri Passey
Title: Aquatics Superintendent
Organization: City of Chandler
Address: 175 S Arizona Ave., Chandler, AZ 85225sci
Phone: (480) 782-2753
Email: Sheri.Passey@chandleraz.gov

Name: Juan Padilla
Title: IT Senior Project Manager
Organization: City of Chandler
Address: 275 E Buffalo St, Chandler, AZ 85225
Phone: (480) 782-2484
Email: Juan.Padilla@chandleraz.gov

OTHER CONTACTS

Name: Carolee Stees
Title: Purchasing
Organization: City of Chandler
Address: 175 North Arizona, AZ 85225
Phone: (480) 782-2405
Email: Carolee.Stees@chandleraz.gov

Name: Mark Eynatten
Title: Community Services Director
Organization: City of Chandler
Address: 175 S Arizona Ave., Chandler, AZ 85225
Phone: (480) 782-2661
Email: mark.eynatten@chandleraz.gov

Name: Rachelle Faherty
Title: IT Application Manager
Organization: City of Chandler
Address: 275 E Buffalo St, Chandler, AZ 85225
Phone: (480) 782-2477
Email: Rachelle.Faherty@chandleraz.gov

SUPPORT AND MAINTENANCE

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

- Unlimited technical support between 5:00 a.m. and 6:00 p.m. Pacific Time, Monday through Friday via telephone (800.663.4991), email or web portal (<http://support.theactivenetwork.com>)
- Scheduled Support for City Quarterly Registration Dates. In 2014, Quarterly Registration is scheduled for the 1st Saturday of February, May, August and November.
- Unlimited phone support for System Down issues on a 24 hours x 7 days a week basis, provided that:
 - If self-hosted, the site must have remote access and Internet email capability for extended support hours
 - Support calls placed during extended support hours must be placed by an authorized contact person
 - The type of support call is an urgent issue that includes site down, revenue impacting, or User facing issues that have no reasonable work-around
- Access to TAN's secure User care web portal, discussion forums, knowledgebase and online training materials
- Regular documentation and communication
- **Support also includes, if such assistance can be provided in 15 minutes or less:**
 - Assistance troubleshooting Third Party Products (e.g., Crystal Reports, Citrix client)
 - Assistance to isolate and/or troubleshoot difficulties resulting from sources other than TAN's products and services, such as:
 - General network/internet support (e.g., 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

SUPPORT AND MAINTENANCE FOR HOSTED USERS

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

- Installation of new Software releases
- Monitoring of connectivity and critical functionality at all times (24hr x 365 days/year) by 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 TAN 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. TAN may undertake urgent maintenance at any time deemed necessary and shall provide

status updates to your organization as soon as possible.

SUPPORT ISSUE PRIORITIES AND TIMELINES		
TICKET RESOLUTION TARGETS		
<ul style="list-style-type: none">New support incidents are assigned one of the following levels, each with its respective standard ticket resolution target:		
Call Priority Level	Description	Standard Completion Target
Priority 1 – System Outage	Fatal issues that result in the User’s inability to fulfill critical business functions (i.e., those pertaining to core functionality such as processing registrations, memberships, rentals) and that have no reasonable work-around	1 business Day
Priority 2 – High Business Impact	Serious issues significantly impacting use of the system but do not prevent core functions from being fulfilled (i.e., User cannot perform critical business functions; User experiences severe site degradation)	2 business day
Priority 3 – Medium Business Impact	All other issues, except those classified as low; (e.g., how-to questions, reporting/reconciliation issues, general questions, work around options)	3 business days
Priority 4 – Low Business Impact	Issues that are not time-sensitive or may be undertaken as User service initiatives outside the scope of this Agreement (i.e., feature requests or low priority questions)	None
Guaranteed Uptime	For clients licensing Hosted Software	99%

SERVICES NOT INCLUDED
<p>The following supplies and services are excluded from Support and Maintenance:</p> <ul style="list-style-type: none">Services required to remedy problems that stem from changes to or defects in system configuration upon which the Software was originally installedServices required to remedy problems which do not stem from any defect in the SoftwareServices required to remedy problems caused by lack of training of Client’s personnelImproper treatment or use of the SoftwareOnsite or remote training servicesFull report customization serviceDatabase-specific services or assistance

RESTRICTIONS

The following actions will void TAN's obligations under this Support and Maintenance Handbook:

- The use of any other application that modifies data in the database, whether created by you or otherwise
- The use or creation of third party applications that work in connection with TAN's application or application database without prior written notification and consent from TAN

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

EXHIBIT G

CHANGE ORDER PROCEDURE

Change Order Procedures

The Change Order Plan will identify how changes and their impact on the project will be identified, documented and communicated to Client.

CHANGE CONTROL PROCESS

The change control procedure will be utilized to manage all material changes to the project. The procedure is designed to capture all requests for change including, but not limited to, specificity schedules, which are updated monthly on a running two (2) month time period after the discovery process, while at the same time ensuring that the decisions are traceable and made at the correct level. Either Client or TAN can submit a change request. The Change Request/Order (CR) will identify the business reasons for the change to the Services or Statement of Work and define the impacts whether the change is made or not.

Change Control Process ensures that:

- Project baselines are established for approved changes
- Each CR is identified and managed efficiently
- The parties' project managers are able to accurately communicate the status of each CR to their respective constituents.
- The parties' project managers can monitor, approve, defer or withdraw changes proposed to the Services, expenditures, and Scope of Work.
- The parties' project managers make decisions which are fully informed as to impact as well as close to the time when the conditions that lead to the proposed change are recent and ascertainable.

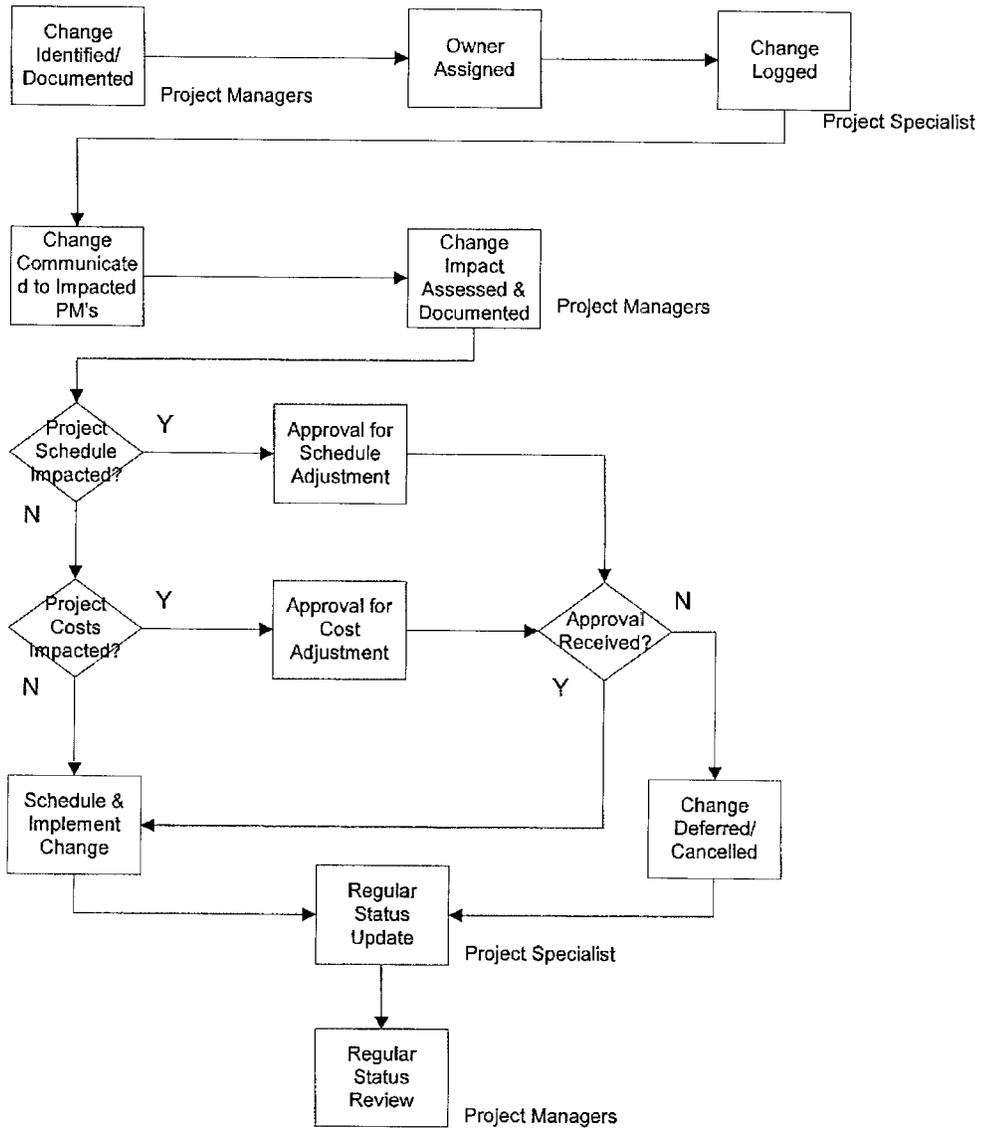
Change Control Process is specifically designed to eliminate 'scope creep' within the project. As changes are identified and implemented, the effects on the business community and other people associated with the new system will need to be assessed and the impact evaluated. This impact will need to be managed through the Change Management procedures and mitigated via relevant communications to, and training of, the affected users and personnel.

Change Control Process

The following change control procedure shall be adopted for all changes to the project. The Project Management Team, consisting of Client and TAN project managers will have accountability for the Change Control Procedure and the delegated authority for approving changes.

Change Order Process

The following diagram depicts how changes will be managed within this project.



Change Identified and Documented: A Change is usually initiated via the Change Order. When a request is deemed to be a change, the project manager implements this change process.

Change Owner Assigned: Through project meeting discussions, a single change owner is identified (normally a project manager). This person speaks to the change, ensures it is analyzed by the appropriate team members and works through any approval processes to determine final disposition.

Change Logged: An access database will be established to control/log changes. The project manager logs a new change into the database where the change is given a control number. Included in this document is a copy of the change form showing the information collected.

Change Communicated to Impacted Team Members: The project manager will ensure that each new change is communicated (electronically where possible) to all impacted team members. The change owner will determine who these people are.

Change Impact Assessed and Documented: Each project manager is responsible for analysis of any change that may impact their project deliverables. Impact is documented in the change database.

Project Schedule Impacted: If the change impacts the project schedule, the change must receive Client approval.

Project Costs Impacted: If the change impacts project costs, the change must receive Client approval.

No Cost/Schedule Impact: If the change does not result in any revisions to either costs or schedules, the change must receive Client approval.

Schedule and Implement Change: If all necessary approvals are received (or none were required), the change is scheduled and implemented. If the project schedule is impacted, a new revised project schedule is created.

Change Deferred/Cancelled: If the change is not approved, the reasons are to be documented and it will be cancelled or deferred until after the project is completed.

Regular Status Update: Project managers must be provided with any new information related to change status so that the database is kept current and the change summary form reflects current information. Project managers will create a change summary report on written request only.

Regular Status Review: Review of the ongoing status of changes is a mandatory item on each project management meeting agenda.

Neither party will charge the other for the consideration of CRs. The completed response will be returned to the Project Management Team. Appropriate approval shall be sought for the change and if necessary the CR may be recommended to the Project Steering Committee for final acceptance.

Change request will be either:

- Approved for inclusion in the project, where the impact on the current phase is outlined and approved as part of the CR
- Approved for inclusion in a future phase, where the impact on the future phase is outlined and approved as part of the CR
- Rejected and Closed

Both parties shall work in good faith to review and approve or reject any such CRs within a reasonable period of time, typically no more than five (5) working days, or as mutually agreed by the parties, from the return of the 'investigated' CR. If accepted, the CR shall be henceforth termed a "Change Order" and the change in work-scope, Statement of Work, fees and payment schedule shall become immediately effective.

EXHIBIT H

INSURANCE REQUIREMENTS

Professional Liability Errors and Omissions, with coverage of not less than \$1 million per occurrence/\$2 million general aggregate.

MINIMUM SECURITY REQUIREMENT. All insurers must be rated A- VII or higher in the current A.M. Best's Key Rating Guide and licensed to do business in the State of Arizona unless coverage is issued as surplus lines by a Arizona Surplus lines broker.

SELF-INSURANCE. Any self-insured retention not fronted by an insurer must be disclosed. Any defense costs or claim payments falling within a self-insured retention shall be the responsibility of TAN.

EVIDENCE OF COVERAGE. Prior to performance of any scope of work under this Agreement, TAN shall provide certification of insurance acceptable to Client evidencing the minimum coverages and limits of liability and other requirements specified herein. Such certification must include a copy of the policy provision documenting that Client is an additional insured for commercial general liability insurance on a primary and non-contributory basis. Certification should be issued to Client's project manager at the same address shown in Section 10.3 of the Agreement.

