

PRODUCT AND SERVICES AGREEMENT

CLIENT INFORMATION			
ORGANIZATION FULL LEGAL NAME:	Lake Havasu City	ADDRESS:	2330 McCulloch Blvd N. Lake Havasu City, AZ 86403 United States
CONTACT NAME:	<u>Jonathan Baskette</u>	TELEPHONE:	
EMAIL:	<u>BasketteJ@lhcaz.gov</u>		

OVERVIEW OF AGREEMENT	
This Agreement consists of this cover page, the Schedule, the General Terms, and the following Product Attachments:	
Recreation and Membership Management Product Attachment	
Gateway API Product Attachment	
Third Party Hardware Product Attachment	

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

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

CLIENT	ACTIVE NETWORK, LLC
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Active Network, LLC
3400 N. Central Expressway, Suite 300, Richardson, TX 75080
Telephone: (469) 291-0300

Products and Services General Terms

Client's relationship with Active and Client's use of Active's products and services (including Client's licensing of Active's SaaS, Client's use of Services, and/or Client's purchase or leasing of Hardware) are subject to the terms and conditions set forth herein and are between Client and Active. Capitalized terms are defined in Section 7 below, unless otherwise defined within the body of this Agreement, the applicable Product Attachment, or Schedule. In order to use the Products, Client must first agree to this Agreement. Client represents and warrants that Client has the necessary and full right, power, authority, and capability to accept this Agreement, to bind Client's organization, and to perform Client's obligations hereunder. Client can accept this Agreement by: (a) clicking to accept or agree to this Agreement, where this option is made available to Client by Active in the user interface for any Product; (b) signing a document where a link to this Agreement appears in an order form, Schedule, or other document provided to Client by Active; (c) by signing this Agreement, if there is a designated area to sign; or (d) by actually using the Products. In the case of (d), Client understands and agrees that Active will treat Client's use of the Products as acceptance of this Agreement from that point onwards. Client may not use the Products and may not accept this Agreement if (i) Client is not of legal age to form a binding contract with Active, or (ii) Client is a person barred from receiving the Products under the laws of the United States or other countries, including the country in which Client is a resident or from which Client uses the Products. Client may not use the Products if Client does not accept this Agreement. By accepting this Agreement, Client agrees as follows:

1. AGREEMENT STRUCTURE AND SCOPE.

1.1. General Terms and Incorporation of Product Terms. This Agreement establishes the general terms and conditions to which the parties have agreed to in order to facilitate the licensing of the Products. Additional Product-specific terms and conditions are set forth in one or more documents referenced in the applicable Schedule, each of which is incorporated herein (each, a "**Product Attachment**"). All references to the "**General Terms**" mean this document, exclusive of Product Attachments and Schedules.

1.2. Incorporation of Schedules. The parties may enter into new Schedules from time to time. Each Schedule incorporates the terms of these General Terms and the applicable Product Attachment.

1.3. Incorporation of EULAs. Client's use of any Third-Party Products hereunder may be subject to, and Client will comply with, this Agreement and any applicable Third-Party EULA(s).

1.4. Incorporation of Exhibits. Client's use of any payment processing services hereunder will be subject to, and Client will comply with, this Agreement and an applicable Exhibit(s).

1.5. Affiliates. Client's Affiliates may order Products from Active (or one of Active's Affiliates) by entering into a Schedule. In the event that a Client Affiliate enters into a Schedule with Active (or an Affiliate of Active), reference in this Agreement to "**Client**" and "**Active**" will mean the respective entity that accepts (as described in the Preamble) the applicable Schedule. Each such Schedule will be deemed to be a separate agreement.

2. FINANCIAL TERMS.

2.1. Payment Terms. Unless otherwise specified in the Schedule, all amounts owed by Client that are not directly collected by Active are due from Client within thirty (30) days from either (a) the end of the remittance cycle during which the fees accrued (if related to registrations or transaction processing), or (b) the date of the applicable invoice. If the Agreement Effective Date is on or before the fifteenth (15th) day of the month, Active will invoice Clients on the fifteenth (15th), or on the following business day when such date falls on a weekend day. If the Agreement Effective Date is after the fifteenth (15th) day of the month, Active will invoice Clients on the first (1st) day of the following month, or on the following business day when such date falls on a weekend day. Notwithstanding the foregoing, Active shall invoice Client for fifty percent (50%) of total Service costs at Service initiation. The remaining fifty percent (50%) of the total Service costs will be invoiced at Service completion. Past due fees will accrue interest at the lesser of the annual rate of ten percent (10%) per annum or the maximum amount permitted by applicable law. In the event of any non-payment or delay in paying a fee, Client agrees to reimburse Active for any fees and expenses incurred in its collection efforts.

2.2. Fees and Currency. Fees and currency, are specified in the applicable Schedule. Payment of fees is under no circumstances subject to, or conditioned upon, the delivery of future Products or functionality. Active shall have the right, once per calendar year, to increase the subscription fees by two percent (2%) and/or the transaction fees by four percent (4%) (the "**Annual Fee Increase**"), as applicable. In special circumstances, Active, in its sole discretion and upon thirty (30) days' written notice to Client (which may be sent by email), shall have the right to further increase the subscription fees and/or transaction fees on an annual basis by an additional amount (the "**Additional Increase**") provided that the Annual Fee Increase and the Additional Increase cumulatively do not exceed five percent (5%) for subscription fees and/or twelve and a half percent (12.5%) for transaction fees.

2.3. Additional Payment Terms. If Active reasonably believes that a transaction by Client, licensee, or End User, as applicable, may be fraudulent or otherwise contrary to law, Active may issue an invoice or offset an equivalent amount from Client's account or any payment Active owes to Client and return the value to the End User (as set forth below) and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

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

2.5. Taxes. The prices stated in this Agreement do not include Taxes. Client is responsible for, and agrees to pay, any and all required Taxes which may be assessed on Client's invoices. If Client is tax-exempt, Client will send Active a copy of its valid tax-exempt certificate (or, as applicable, its reseller's certificate) prior to execution of any Schedule. Client is solely responsible for determining which, if any, Taxes apply to End Users or licensees in connection with Client's use of the Products and for collecting, remitting, and reporting the correct amounts of all such Taxes to the applicable governmental authorities, even if Active provides Client with tools that assist Client in doing so. In the event that a governmental authority requires Active to pay any Taxes attributable to Client's use of the Products, to the extent not prohibited by law, Client agrees to defend, indemnify, and hold Active harmless from all such Taxes and all costs and expenses related thereto. Active reserves the right to modify this section and apply all required Taxes to this Agreement upon providing a thirty (30) day written notice to Client in order to comply with applicable laws. When Active is acting as the payment facilitator and Client elects to include an additional fee in the End Users' cart that is identified as a "sales tax" or similar

designation, then, no more frequently than once per calendar year during the Term of the Agreement, Active may, upon at least five (5) business days' prior written notice, (a) require Client to send to Active Client's books and records related to its sales tax payments, and/or (b) visit Client's premises during Client's normal business hours to review Client's sales tax payments.

3. LIMITED RIGHTS AND OWNERSHIP; INDEMNIFICATION; CONFIDENTIALITY.

3.1. Reservation of Rights. All rights not expressly granted in this Agreement are reserved by Active and its licensors. Client acknowledges that: (a) all Protected Materials are licensed and not sold; (b) Client acquires only the right to use the Products in accordance with this Agreement, and Active and/or its licensors will retain sole and exclusive ownership of and all right, title, and interest in the Products, including the following: (i) all Intellectual Property embodied or associated with the Products, (ii) all deliverables and work product associated with the Products, and (iii) all copies and derivative works thereof; and (c) the Products, including the source and object codes, logic, and structure, contain and constitute valuable trade secrets of Active and its licensors.

3.2. Restrictions. Unless otherwise set forth in a EULA, Product Attachment, or Schedule, Client will not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party: (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the Protected Materials; (b) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the Products in whole or in part, for competitive purposes or otherwise; (c) allow access to, provide, divulge, or make available the Protected Materials to any user other than those who are licensed pursuant to this Agreement to have such access; (d) write or develop any derivative works based upon the Products; (e) modify, adapt, translate, or otherwise make any changes to the Products or any part thereof; (f) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a service bureau basis; (g) disclose or publish, without Active's prior written consent, (i) performance or capacity statistics, or the results of any benchmark test performed on the Products, or (ii) the terms (but not the existence) of this Agreement or other valuable trade secrets of Active or its licensors; (h) without Active's prior written consent, perform or disclose or cause to be performed or disclosed any information related to any security penetration or similar tests; (i) disclose or otherwise use or copy the Protected Materials except as expressly permitted herein; (j) remove from any Products identification, patent, copyright, trademark, or other notices or circumvent or disable any security devices' functionality or features; (k) contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or Intellectual Property rights, title, or interests of Active in and to any Products; (l) use the Products for other than authorized and legal purposes, consistent with this Agreement and all applicable laws, regulations, and the rights of others; (m) take any steps to avoid or defeat the purpose of security measures associated with the Products, such as sharing of login and password information, or attempt to circumvent any use restrictions; or (n) except as expressly permitted by this Agreement, use the Protected Materials for hosting purposes. Further, Client will: (o) not use the Products to transmit, publish, or distribute any material or information: (i) 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; (ii) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the Products; (iii) that is inaccurate or misleading; (iv) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) that contains a virus or malicious code; or (vi) that includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable person would consider private in nature; (p) not attempt to gain access to any systems or networks that connect to the Products except for the express purpose of using the Products for their intended use; (q) not engage in any activity that interferes with or disrupts the Products; and (r) not use the Products in violation of the CAN-SPAM Act, Canadian Anti-Spam Legislation, or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications.

3.3. Enforcement. Client will (a) ensure that all Client users of Products comply with the terms and conditions of this Agreement; (b) promptly notify Active of any actual or suspected violation thereof; and (c) cooperate with Active with respect to any investigation and enforcement of this Agreement.

3.4. Active Indemnification. Active agrees to defend, settle, and pay damages (including reasonable attorneys' fees) ("Client Losses") relating to any third party claim, demand, cause of action, or proceedings (whether threatened, asserted, or filed) ("Claim(s) Against Client") against Client to the extent that such claim is based upon Active's proprietary Products (excluding Professional Services and Third Party Products) directly infringing a United States patent, registered United States copyright, or registered United States trademark, provided that the Products are used in compliance with this Agreement; provided Client shall (i) promptly give Active written notice of the Claim Against Client; provided, however, that Client's failure to give or delay in giving such notice to Active shall not relieve Active of any liability it may have to Client except to the extent that Active demonstrates that the defense of such Claim Against Client is prejudiced thereby, (ii) gives Active sole control of the defense and settlement of the Claim Against Client; provided that Active may not settle any Claim Against Client without Client's prior written consent unless such settlement includes a complete and final release of liability and Client Losses against Client and does not impose any obligations on Client, and (iii) gives Active all reasonable assistance, at Active's expense.

3.5. Infringement. Active shall have no liability or obligation under Section 3.4 above or otherwise to the extent a Claim Against Client is based upon (i) use of the Products in combination with software or hardware not provided by or specified by Active in the Documentation, if infringement would have been avoided in the absence of such combination; (ii) modifications of the Products made by any individual or entity other than Active or at Active's written direction; or (iii) use of the Products by Client or any User in a manner not expressly permitted by the Agreement. If Active has reason to believe that the Products may infringe or misappropriate any third party Intellectual Property right or otherwise give rise to an infringement or misappropriation Claim Against Client, Active may in its sole discretion and at no cost to Client (a) modify the Products so that they no longer infringe or misappropriate or (b) obtain a license for Client's continued use of that Products in accordance with this Agreement. If Active determines (a) and (b) above are not reasonably practicable, Active may (x) terminate Client's subscriptions for the Products, if applicable, or (y) terminate this Agreement, if Client is not using the Products on a subscription basis, upon thirty (30) days' written notice and Active will refund to Client any prepaid fees covering the remainder of the Term (as defined in the applicable Product Attachment) of the subscription(s). Active's defense and indemnification obligations in Section 3.4 above do not apply to the extent a Claim Against Client arises from Client's breach of this Agreement.

3.6. Client Indemnification. To the extent not prohibited by law, Client will defend Active, and hold Active and its Affiliates and their respective employees, directors, successors and permitted assigns harmless, against any claim, action, regulatory action, demands, lawsuit or proceedings (whether threatened, asserted, or filed) made or brought against Active by a third party to the extent that such claim is based upon (a) any actual, alleged or anticipated breach by Client of this Agreement; (b) injury or death to a person or damage to property resulting from the participation in an Event (as defined in the applicable Product Attachment) operated by Client in connection with the Products; (c) Client's provision to Active of materials, products, or services as part of Client's obligations hereunder that infringe the Intellectual Property rights of any third party provided that such materials, products, or services are used by Active in accordance with the Agreement; (d) use or unauthorized disclosure of Participant Information by Client or other third parties to whom access is given to Participant Information as provided hereunder; (e) Client's use of the Products in violation of Section 3.2 (Restrictions) of these General Terms; and/or (f) any claims for refunds or chargeback requests from End Users ("Claim(s) Against

Active"). To the extent not prohibited by law, Client will indemnify Active from any damages, liabilities, losses, expenses, fines, penalties and/or judgments, attorney fees and costs finally awarded against Active as a result of, or for any amounts charged to Active, recoverable from Active and/or paid by Active under a Client and court-approved settlement of, a Claim Against Active ("Active Losses"); provided Active (i) promptly gives Client written notice of the Claim Against Active; provided, however, that Client shall not be excused from its indemnification obligations unless a delay in providing such notice impairs Client's ability to defend the Claim Against Active; (ii) gives Client sole control of the defense and settlement of the Claim Against Active (except that Client may not settle any Claim Against Active unless it unconditionally releases Active of all liability), and (iii) gives Client all reasonable assistance, at Client's expense. The above defense and indemnification obligations do not apply to the extent a Claim Against Active arises from Active's breach of this Agreement.

3.7. Sole Remedy. This "Mutual Indemnification" Section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for a third-party claim that constitutes either a Claim Against Client or a Claim Against Active as described in this Section.

3.8. Definition of Confidential Information. During the Term (as defined in the applicable Product Attachment) of this Agreement and for a period of three (3) years after the expiration of or the termination of this Agreement each party acknowledges and agrees that "**Confidential Information**" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Client includes Client data; Confidential Information of Active includes the Products; and Confidential Information of each party, solely by way of illustration, and not in limitation, shall include the following information: pricing, financial data, plans, forecasts, Intellectual Property, methodologies, as well as business and marketing plans, technology and technical information, product plans and designs, Client information, strategic analyses and business processes, in each instance disclosed by such Disclosing Party or any of its Representatives regarding it and its Affiliates. However, Confidential Information does not include any information that the Receiving Party can demonstrate (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as evidence by prior documentation or tangible embodiments of such information

3.9. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its respective Affiliates' employees, officers, directors, agents, representatives and contractors, including, legal counsel, tax advisors and/or accountants who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with or are otherwise subject to enforceable obligations to the Receiving Party that contain protections no less stringent than those herein (collectively, "**Representatives**"). Neither party will disclose the terms of this Agreement marked confidential to any third party other than its Representatives without the other party's prior written consent, provided that a party that makes any such disclosure to its Representatives will remain responsible for such Representatives compliance with this "Confidentiality" Section.

3.10. Required Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

4. DISCLAIMERS AND LIMITATION OF LIABILITY.

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

4.2. TO THE EXTENT THIS AGREEMENT IS GOVERNED BY ENGLISH LAW, THE FOLLOWING APPLIES: ACTIVE IS LIABLE UNDER APPLICABLE STATUTORY PROVISIONS FOR INTENT AND GROSS NEGLIGENCE. THE SAME APPLIES TO ASSUMPTIONS OF GUARANTEES, STRICT LIABILITY, OR INJURY TO LIFE, LIMB, OR HEALTH. ACTIVE IS LIABLE FOR ANY NEGLIGENT BREACHES OF ESSENTIAL CONTRACTUAL OBLIGATIONS BY ACTIVE BUT THE AMOUNT SHALL BE LIMITED TO THE TYPICALLY OCCURRING FORESEEABLE DAMAGE. ANY ADDITIONAL LIABILITY OF ACTIVE IS EXCLUDED.

4.3. TO THE EXTENT THIS AGREEMENT IS GOVERNED BY AUSTRALIAN LAW, THE FOLLOWING APPLIES: EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND EXCEPT FOR ANY CONDITION OR WARRANTY, THE EXCLUSION OF WHICH COULD BE VOID OR OTHERWISE CONTRAVENE THE TRADE PRACTICES ACT 1974 (CTH) OR ANY OTHER APPLICABLE LAW ("**NON EXCLUDABLE CONDITION**"), ALL SOFTWARE AND SERVICES OF ACTIVE ARE PROVIDED TO CLIENT ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ANY NON-EXCLUDABLE CONDITION OR OTHERWISE AS CONTAINED IN THIS AGREEMENT, ACTIVE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF ITS SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SPECIFICATIONS WILL MEET CLIENT'S REQUIREMENTS. WHERE LEGISLATION IMPLIES INTO THIS AGREEMENT ANY NON-EXCLUDABLE CONDITION, ACTIVE'S LIABILITY FOR ANY BREACH OF SUCH NON-EXCLUDABLE CONDITION WILL BE LIMITED AT ACTIVE'S SOLE DISCRETION TO ONE OR MORE OF THE FOLLOWING: (1) IN THE CASE OF GOODS, ANY ONE OR MORE OF THE FOLLOWING: (I) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; (II) THE REPAIR OF THE GOODS; (III) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR (IV) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; (2) IN THE CASE OF SERVICES: (I) THE SUPPLYING OF THE SERVICES AGAIN; OR (II) THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN. (B) ACTIVE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFIT, LOSS OF GOODWILL, WORK STOPPAGE, DATA LOSS, ANTICIPATED SAVINGS OR COMPUTER FAILURE WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ACTIVE OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH LOSS OUGHT REASONABLY TO HAVE BEEN IN THE CONTEMPLATION OF THE PARTIES AT THE AGREEMENT DATE. DESPITE ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE LESS ANY AMOUNTS PAID BY ACTIVE WITH RESPECTIVE TO LIABILITIES UNDER THIS AGREEMENT.

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

5. TERM AND TERMINATION.

5.1. **Term.** The Term (as defined in the applicable Product Attachment) for each Product offered under this Agreement will be as set forth in the applicable Product Attachment. This Agreement will continue until either party terminates all Schedules and Product Attachment as provided hereunder.

5.2. **Termination.** Either party may terminate this Agreement, including any or all Product Attachments and Schedules executed hereunder, immediately upon written notice: (a) in the event that the other party commits a non-remediable material breach of this Agreement and/or the applicable Product Attachment or Schedule, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within thirty (30) days of being notified in writing of such breach, except for breach of Section 2 of these General Terms which will have a ten (10) day cure period; or (b) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against either party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within thirty (30) days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code. Where a party has the right to terminate this Agreement, such party may at its discretion either terminate the entire Agreement or the applicable Product Attachment or Schedule; provided however, that termination of a Product Attachment will automatically terminate all Schedules entered into pursuant to such Product Attachment. Product Attachments and Schedules that are not terminated will continue in full force and effect under the terms of this Agreement. Following termination of this Agreement or a Product Attachment (for whatever reason), if requested by Active, Client will certify that it has returned or destroyed all copies of the applicable Protected Materials and acknowledges that its rights to use the same are relinquished. Except for the refund of prepaid fees set forth in Section 3.5 (Infringement), as applicable, termination for any reason will not excuse Client's obligation to pay in full any and all amounts due, nor will termination by Active result in a refund of fees paid.

5.3. **Suspension.** Active will be entitled to suspend any or all Products or deactivate Client's account, including suspending its performance and obligation to remit payments hereunder, upon ten (10) days' written notice to Client in the event Active reasonably believes that Client is in breach of this Agreement, Client's use of the Products is not in compliance with applicable law or the Agreement, is fraudulent, or is otherwise suspect, or if there is a dispute as to the legal authority of a Client-associated party to perform hereunder. Further, Active, in its sole discretion, may terminate Client's password, accounts (or any part thereof), and/or Client's right to use the Products, and remove and discard any and all of Client's content within the Products, at any time for any reason or no reason, including, without limitation, for lack of use, failure to timely pay any fees or other monies due Active, or if Active believes Client has violated or acted inconsistently with the letter or spirit of this Agreement. Client agrees that any termination of its use of the Products may be effected without prior notice, and acknowledges and agrees that Active may immediately deactivate or delete Client's account and all related content and files related to Client's account and/or bar any further access to such files or Products. Further, Client agrees that Active shall not be liable to Client or any third party for any termination of use of or access to the Products. All provisions of this Agreement that by their nature should survive termination of Client's right to use the Products shall survive (including, without limitation, all limitations of liability, releases, indemnification obligations, disclaimers of warranties and Intellectual Property protections and licenses).

6. GENERAL PROVISIONS.

6.1. **Force Majeure.** Neither party will incur any liability to the other party on account of any loss, claim, damage, or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement, if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without any negligence on the part of the party seeking protection under this subsection, including internet service provider or third party payment delays or failures, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, or explosions. Dates by which performance obligations are scheduled to be met will be extended for a time equal to the time lost due to the delay so caused.

6.2. **Assignment.** Active may assign this Agreement and any or all of its rights and obligations herein without Client's approval. Client may not resell, assign, or transfer any of its rights or obligations under this Agreement except as expressly provided herein, and any attempt to resell, assign, or transfer such rights or obligations without the prior written consent of Active will be null and void.

6.3. Change of Control. Client will cause each Schedule hereunder to be assigned to (a) the purchaser of all or substantially all of Client's assets or equity securities or (b) to any successor by way of merger, consolidation, or other corporate reorganization of Client ((a) and (b) together, a "Change of Control"). Client will provide written notice to Active of any proposed or completed Change of Control as soon as permissible and in any event within five (5) days of the public announcement or close of the transaction, whichever occurs first. Within the thirty (30) day period following such notice, Active will have the right to immediately terminate each applicable Schedule if Active determines, in its reasonable good faith discretion that the purchaser or assignee is a competitor of Active or a party with whom Active does not want to do business. Client agrees to require that the purchaser or assignee (as outlined in this Section 6.3) agree, in writing, to be bound by the terms and conditions of the Agreement and each applicable Schedule.

6.4. Export; Anti-Bribery. The Products may include encryption software or other encryption technologies that may be controlled for import, transfer, export, or other purposes under Export Laws. Client may not export, re-export, transfer, or re-transfer or assist or facilitate in any manner the export, re-export, transfer, or re-transfer of, or provide access to, any portion of the Products in violation of Export Laws, as determined by the laws under which Client operates, including: (a) to any country on Canada's Area Control List; (b) to any country subject to U.N. Security Council embargo or action; (c) contrary to Canada's Export Control List Item 5505; (d) to countries subject to U.S. economic sanctions and embargoes; and (e) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items, including, to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; the Bureau of Industry and Security's Denied Persons List, Entity List, or Unverified List; or the Department of State Debarred List. Client hereby represents and covenants that: (i) Client is eligible to access the Products under Export laws and all other applicable laws; and (ii) Client will import, export, re-export, transfer, or re-transfer the Products to, or use or access the Products in, any country or territory only in accordance with Export Laws and all other applicable laws. Furthermore, Client hereby represents and covenants that, in connection with its respective activities conducted under this Agreement, it will comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, as amended, and the Convention on Combating Bribery of Foreign Public Officials and has not, and will not, make or receive, directly or indirectly, any payments or gifts, or offers or promises of payments or gifts or things of value in exchange for anything that may arise out of this Agreement in a manner that would violate these laws and rules or any other applicable anti-corruption or anti-bribery laws or regulations.

6.5. Notices. Any notices required to be given under this Agreement will be in writing sent to the address on file with Active for Client or, in the case of Active, to the address set forth in Section 7 of these General Terms to the attention of Legal Department. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or three (3) days after deposited in the mail sent certified or registered.

6.6. Relationship. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

6.7. Severability. If any part or provision of this Agreement is held to be unenforceable, illegal, or invalid by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable, illegal, or invalid provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable, illegal, or invalid provision and this Agreement will be deemed amended accordingly.

6.8. Survival. The following provisions will survive any termination, cancellation, or expiration of this Agreement: Sections 1, 2, 3.2, 3.5, 3.6, 3.7, 3.8, 3.9, 4, 5.2, 6, and 7 of these General Terms, and such other provisions that should reasonably survive termination, cancellation, or expiration hereof.

6.9. Amendments; No Waiver. No amendment or waiver of any provision of this Agreement will be effective unless it is in writing and signed by both parties.

6.10. Entire Agreement. This Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. All pre-printed terms of any Client purchase order, business processing document, or on-line terms will have no effect. There have been no material representations or statements by any person or party to this Agreement as an inducement for a party hereto to accept this Agreement other than what is expressly set forth in writing herein.

6.11. No Third-Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Active under this Agreement will apply equally to its licensors and suppliers, and the owner of the Third-Party Products with respect to the Third-Party Products, and such third parties are intended third party beneficiaries of this Agreement, with respect to the Third-Party Products as applicable.

6.12. Governing Law and Venue. Except as set forth below, this Agreement will be governed by the laws of the State of Arizona, without giving effect to the conflict of law provisions thereof and as applicable under United States federal law. The parties irrevocably agree that any legal action or proceeding relating to this Agreement will be instituted only in any state or federal court in Mohave County, Arizona. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement. THE PARTIES HERETO IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. Notwithstanding the above, for purposes of this Agreement, certain of the terms and conditions will vary depending on the location of the Client. If a country or term is not specified below, then the Governing Law and Venue set forth above shall apply.

If Client's principal place of business is in:	The governing law is:	The courts having exclusive jurisdiction are:
Canada	Province of British Columbia	Province of British Columbia
United Kingdom, Ireland, Germany, France, or Austria	England	England
Singapore	Singapore	Singapore
New Zealand	England	England
Hong Kong	Hong Kong	Hong Kong
Australia	New South Wales	Sydney, New South Wales

Switzerland	England	England
Denmark	England	England
Netherlands	England	England
Spain	England	England
Sweden	England	England

6.13 Order of Precedence. To the extent any terms and conditions of these General Terms conflict with the terms and conditions of any Product Attachment, the provisions of the Product Attachment will control. To the extent any provision of these General Terms or any Product Attachment conflict with the provisions of a Third-Party EULA, the Third-Party EULA will control. In the event of a conflict between a Schedule and these General Terms or the applicable Product Attachment, the General Terms or the applicable Product Attachment will control, provided, however, that such standard variable terms such as price, quantity, license scope, payment terms, shipping instructions, and the like will be specified on each Schedule. Further, Client agrees and acknowledges that it shall not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party, amend, alter, or contract away (or seek to amend, alter, or contract away) any of its rights, liabilities, or obligations under this Agreement through any means (including, but not limited to, through any waiver, contract, terms, or communication with End Users (individually and collectively, "Client Terms"). Client agrees and acknowledges that any such amendment, alteration, or contracting away of any such liabilities, or obligations under this Agreement shall be void, and of no force or effect. Active shall bear no liability or obligation to any End User under any Client Terms, and any provision of any Client Terms that is inconsistent with this Agreement, or that expressly, implicitly, or effectively imputes any liability or obligation upon Active to any End User or to any other third party shall be void, and of no force or effect.

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

6.15 Counterparts. These General Terms and each Product Attachment, Schedule, and any exhibits thereto may be executed in one or more counterparts, each of which will constitute an enforceable original of this Agreement, and the parties agree that electronic or digital signatures, as well as PDF scanned copies of signatures, will be as effective and binding as original signatures.

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

6.17 U.S. Government Restricted Rights. The Products are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Active Network, LLC or one of its Affiliates or subsidiaries.

6.18 Israel. If applicable, Active certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a boycott of goods and services from Israel, as defined in A.R.S. § 35-393.

6.19 Forced Labor of Ethnic Uyghurs Certification. Active certifies that it does not currently, and agrees for the duration of the Agreement that it will not use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced for the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any contractors, subcontractors, or suppliers that use the forced labor of ethnic Uyghurs in the People's Republic of China. If Active becomes aware it is not in compliance with this certification, it shall notify the Client within five business days after becoming aware. This Agreement will terminate upon failure to remedy the noncompliance within 180 days of the notification. (A.R.S. § 35-394)

6.20 Conflict of Interest. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

7. DEFINITIONS.

"Active" means Active Network, LLC, or, if Client's principal place of business is in Canada, The Active Network, Ltd., together with their Affiliates, with an office located at 3400 N. Central Expressway, Suite 300, Richardson, TX 75080.

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

"Agreement" means these General Terms, together with all Product Attachments and Schedules accepted by the parties (as described in the Preamble).

"Client" means the individual who accepts this Agreement (as described in the Preamble) and any business entity on behalf of which such individual accepts this Agreement.

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

"Effective Date" means the date of last signature on page one of this Agreement.

"End Users" means users who register for, sign up, or otherwise use the Products in connection with the Events (as defined in the applicable Product Attachment).

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

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

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

"Maintenance Services" means the provision of Updates and Upgrades related to the SaaS all as more particularly set out in the applicable Product Attachment and/or Schedule.

"Participant Information" means certain information that Active collects from End Users, individuals, and/or licensees as part of the registration process for Events (as defined in the applicable Product Attachment).

"Preamble" means the first paragraph of these General Terms.

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

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

"Protected Materials" means Products, except for Hardware.

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

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

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

"Support Services" means the provision of technical assistance for SaaS or Hardware as further described in an applicable Product Attachment and/or Schedule.

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

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

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

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

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

"User" means an individual who is authorized by Client to use the Products and to whom Client (or Active at Client's request) has supplied a user identification and password. Users may include employees, consultants, contractors and agents of Client, and third parties with which Client transacts business, but shall not include Client's End User.

Recreation and Membership Management Product Attachment

This document is a "Product Attachment" as defined in the General Terms entered into by Client and Active and is subject to and incorporates by reference the provisions of the General Terms. This Product Attachment is effective as of the date it is "accepted" (in accordance with the Preamble to the General Terms). Any capitalized terms not defined herein have the meaning ascribed to them in the General Terms.

1. SERVICES. Active will provide the Products related to events, camps, licenses, classes, tickets, contests, permits, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "**Events**"), including without limitation access to its Products. Client agrees to cooperate with Active and to provide Active with certain information relating to Client's organization as necessary for Active to provide the Products. Products provided hereunder are deemed delivered when access is made available to Client.

2. LICENSE TO INTELLECTUAL PROPERTY/PROMOTION.

2.1. Active hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license during the Term of this Product Attachment (a) to use the Products for the purposes of offering, promoting, managing, tracking, and collecting fees in connection with Client's Event(s) solely in accordance with the Agreement and the Schedule, which for purposes hereof will include the support and maintenance handbook applicable to the Products (available for review in the Client portal), as may be updated from time to time, and (b) to display, reproduce, distribute, and transmit in digital form Active's name and logo solely for the purposes set forth in this Section 2. Client hereby grants to Active a limited license to use information provided by Client relating to Client's organization and Event, which may include content regarding the Event, Client's organization's name, trademarks, service marks, and logo (collectively, the "**Marks**"), in connection with the promotion of Client's organization or Events and the Products that Active provides.

2.2. Client will make reasonable efforts to promote and encourage the use and availability of the Products in connection with the promotion of Events. During the Term of this Product Attachment, Active will be the sole and exclusive provider of registration software and other services similar to the Products provided to Client hereunder for all of Client's Events for which registration begins during the Term of this Product Attachment until the Event occurs. For clarity, if an Event occurs after this Agreement is terminated, other than for Active's uncured material breach, and registration for such Event begins during the Term of this Agreement, then Active Products shall be used. Client expressly understands and agrees that the exclusivity set forth in this Section 2.2 is consideration in exchange for the pricing and other benefits being provided to Client hereunder. Without limiting the foregoing, Client will not enter into any agreement, arrangement, or relationship with any other party that offers online registration or transaction processing services similar to the Products provided to Client hereunder.

2.3. Active may present commerce offers to users who register for, sign up, or otherwise use the Products in connection with the Events ("**End Users**"). Any such End Users may opt in to receive information, items, or promotions/deals from Active or third parties, in which case, Active or such third party will be responsible for fulfillment and providing customer service for any such offers. Client will not present any competing offers to End Users.

3. PRIVACY AND DATA PROTECTION.

3.1 End User Personal Information. The Products are designed to enable Client to collect information from and about End Users. Information that identifies, relates to, describes, is reasonably capable of being associated with or could reasonably be linked, directly or indirectly, with a particular End User shall be referred to herein as "**End User Personal Information**." The Products process two forms of End User Personal Information:

3.2 End User Accounts. When an End User interacts with the Products for the first time, Active creates an account for that End User ("**End User Account**"). Active authenticates the End User in future interactions with the Products by requiring the End User to log in to their End User Account. Active maintains End User Accounts pursuant to the Terms of Use and Privacy Notice that Active displays to the End User when the End User creates the End User Account.

3.3 Participant Information. Client will have the ability to use the Products to collect a wide variety of End User Personal Information from authenticated End Users, including through the use of forms and features that enable the collection of images and other attachments ("**Participant Information**"). As between the Parties, Client is exclusively responsible for providing any notices, procuring any consents, and otherwise taking any steps that are necessary to ensure that Active's collection, storage, and processing of Participant Information on behalf of Client, as contemplated by this Agreement, is compliant with Data Protection Laws. For the purposes of this Product Attachment, "**Data Protection Laws**" means all local, state, federal and foreign privacy, security, marketing and consumer protection laws and regulations applicable to the processing of Participant Information. Active will process Participant Information solely for the purpose of providing the Products to Client, and as otherwise permitted by Data Protection Laws. Client agrees that it will process Participant Information at all times in compliance with Data Protection Laws, and that it will not use any Participant Information to communicate with any End User in a manner that violates the CAN-SPAM Act, the Canadian Anti-Spam Legislation, the Telephone Consumer Protection Act, or any other law or regulation applicable to Client's outreach to End Users via email or SMS. Client further agrees that Client will not permit any Affiliate or third party to access or process any Participant Information in a manner inconsistent with this Agreement, or in a manner which would cause Active's processing of such Participant Information, as contemplated by this Product Attachment, to violate Data Protection Laws. If Client is subject to a Data Protection Law that requires the Parties to enter into a Data Protection Addendum that includes terms supplemental to this Product Attachment, it is Client's obligation to notify Active of that requirement.

3.4 Data Retention. The Products are not designed to serve as a permanent system of record. During the Term, Active reserves the right to delete any Participant Information that has not been accessed or modified within a trailing period of five (5) years. At the conclusion of the Term, Active will: (i) convert all Participant Information to a backup format approximately thirty (30) days after the end of the Term; and (ii) permanently delete all Participant Information approximately one (1) year after the end of the Term. If Client is subject to any legal obligation that would require Client to maintain any Participant Information for a longer period than those set forth in this Section 3.2, it is Client's responsibility to retrieve that Participant Information from the products and to store it in another format within the time periods allotted. Notwithstanding anything else set forth in the Agreement or in this Product Attachment, Active shall not be in any way responsible for any negative consequences associated with Client's failure to adhere to the requirements set forth in this Section 3.2.

3.5 Prohibition on Certain Categories of Participant Information. The Products are customizable, meaning Client has the ability to choose what kinds of Participant Information Client will use the Products to collect. Client agrees, however, that Client will not use the Products to collect or otherwise process: (i) any personal health information that is subject to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and its accompanying regulations, or any relevant amendments thereto; (ii) any Participant Information from or about a minor, without procuring and documenting a prior consent that meets the requirements of any applicable Data

Protection Laws, and maintaining such documentation for the duration of the Term; (ii) any cardholder data subject to the Payment Card Industry Data Security Standard (“PCI-DSS”), or any other payment card or financial account information, except within pre-defined fields designed for that purpose; or (iii) any unredacted social security numbers or other similar government identifiers, except within pre-defined fields designed for that purpose. If Active discovers any violation of this Section 3.3 by Client, Active reserves the right to promptly and securely dispose of any prohibited Participant Information found within the Products.

3.6 User Accounts. Client is exclusively responsible for: (a) creating and defining under Client’s account in the Products any logons or IDs for Client’s Users of the Products; and (b) defining and maintaining at all times with respect to each such logon or ID the appropriate scope of the applicable User’s authority and permission with respect to the use of the Products and the security controls, restrictions, and limitations that apply with respect to each such User and his or her use of the Products. Client is solely and exclusively responsible for all access and use of the Products (and for any resulting activity or communications) by Client or its Users or that occurs through the use of any logon or ID established by or with respect to Client or any of its Users. Active shall not be liable or responsible for any activity, loss, or damage arising from any unauthorized access to or use of any such logons or IDs or resulting from any failure by Client or its system administrator to establish or assign an appropriate scope of authority or permission, or appropriate security controls, restrictions, or limitations, with respect to any given User, logon, or ID. Client shall immediately notify Active of any known or suspected unauthorized access to or use of Client’s account, or of any logons or IDs established or assigned with respect to Client or its Users, of which Client becomes aware.

4. FEES.

4.1. Client will pay the fees as more fully described in the applicable Schedule. Unless otherwise set forth in the applicable Schedule, Active will charge registration fees to individuals who register for the Events or purchase goods or services online, and will process and collect such fees as a payment facilitator according to the card networks. On a bi-weekly basis, unless otherwise set forth in the applicable Schedule, Active will pay Client sums due to Client based on the total fees collected, net of Active’s service fees as set forth in the applicable Schedule and any other deductions provided herein. The applicable currency will be set forth in the Schedule.

4.2. If applicable, any minimum volume commitment will be set forth in the applicable Schedule. The minimum volume calculation will begin on the date of the first live operational use of the Products for the Event(s) (“Go-Live Date”). If the Schedule indicates that Client is paying on a subscription basis, unless otherwise specified in the applicable Schedule, Client will be invoiced for the first month of subscription fees upon the Go-Live Date, with subsequent subscription fees being invoiced monthly.

4.3. If (a) there are any overdue or overage amounts owed by Client; or (b) there are returned charges or items, including those resulting from any error or complaint related to an Event, Active has the right to charge fees owed to Active by Client by issuing an invoice, or by offsetting the deficiency from any account balance Client maintains with Active or any payment Active owes Client.

4.4. In the event Client is entering into this Product Attachment and using the Products for the benefit of a third-party Event or organization (“Third Party Recipient”), Client agrees that Active can remit amounts directly to the Third Party Recipient identified by Client. In addition, Client will cause each Third Party Recipient to agree to and comply with provisions that are at least as protective of Active as Sections 3 and 4 of the General Terms in Client’s agreement with such Third Party Recipient. Should Client fail to obtain such agreement to such provisions and the failure results in costs or damages to Active, to the extent not prohibited by law, Client agrees to defend, indemnify, and hold Active harmless from any such costs and damages, including, without limitation, reasonable attorneys’ fees. In addition, Client is responsible and liable for each Third Party Recipient’s compliance with the terms and conditions of the Agreement.

4.5. It is Client’s responsibility to notify End Users of Client’s refund policy. Client must ensure that Client’s refund policies are consistent with the Agreement. Client agrees that all fees for a given Event are earned by Client only following either the conclusion or delivery of the applicable Event (as applicable) and all amounts ultimately due to Client will be net of all service fees, reversals, refunds, disputed charges, chargebacks and other deductions whether due to customer complaints, allegations of fraud, discrepancies related to the applicable Event or otherwise. No payments will be made to Client with respect to any Event that is cancelled. If payments have already been made by Active to Client for a cancelled Event or if Active reasonably determines that it is prudent or otherwise necessary to pay a refund to or honor a chargeback request from an End User, Active may issue an invoice or offset an equivalent amount from Client’s account or payment owed by Active to Client and return the value to the End User, and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

4.6. Client hereby authorizes and appoints Active as its limited agent to initiate payment card and ACH credit or debit entries to and from Client’s bank account. Payment by Receiver (in the case of ACH entries) or card networks (in the case of Payment Card transactions) to Active is considered the same as payment made directly to Client. Client, upon receipt of funds by Active, must (1) provide the purchased goods or services to the End User, or (2) credit the End User for the full amount of funds received by Active, which credit is not revocable by Client, and evidence this credit in writing in a form capable of being retained for future reference. For transactions involving goods or services, Client must provide the purchased goods and services as agreed to between Client and End User, regardless of whether Active transmits the funds to Client.

5. TERM AND TERMINATION.

5.1. Unless otherwise set forth in the applicable Schedule, this Product Attachment will commence on the Effective Date and will continue in effect until the earlier to occur of (i) its termination in accordance with the terms and conditions below and (ii) the fifth anniversary of the Effective Date (the “Initial Term”). This Product Attachment shall renew automatically following the Initial Term for subsequent renewal terms thereafter of one (1) year (the “Renewal Term(s)”, and, together with the Initial Term, the “Term”) unless either Party delivers written notice to the other Party at least three (3) months prior to the expiration of the then-current Term of its intent to terminate this Product Attachment upon the completion of the Initial Term or any Renewal Term. Unless otherwise set forth in the applicable Schedule, to the extent that Client enters into a Schedule for additional Products that are related to or interoperable with the Products set forth in a previously entered into Schedule, the Term of such subsequent Schedule will be concurrent and coterminous with the Term of the previously entered into Schedule.

5.2. If Client has entered into a sub-merchant agreement for payment processing services, and such agreement is terminated by the applicable acquiring bank, Active may terminate this Product Attachment and the effected Schedule.

6. NON-APPROPRIATION.

Client's obligations and all amounts payable hereunder are contingent upon sufficient appropriations therefore by Client's Governing Body. If sufficient appropriations are not made, Client will notify Active of the same, and this Agreement will terminate forthwith. Client represents that it intends to fulfill its obligations under this Agreement and reasonably believes that funds in amounts sufficient to fulfill these obligations lawfully can and will be appropriated and made available for this purpose. In the event funds are not appropriated in amounts sufficient to fulfill these obligations, Client shall use its best efforts to satisfy any requirement for payment from any other source of funds legally available for this purpose. Notwithstanding the foregoing, Client shall notify Active within ten (10) days of any action by Client's governing body not to appropriate funds for payment of Client's obligations hereunder, and will provide with such notice a copy of the resolution, minutes or recording of such action.

7. MISCELLANEOUS.

7.1. Section 5 and 7 of this Product Attachment and any fees owed by Client will survive any termination or expiration of the Agreement.

7.2. The "Liquidated Damage Amount" equals the "Annual Projected Contract Value" (to the extent such amount is specified in the applicable Schedule(s)) times the number of years in the then-current Term, minus the amount of revenue already paid to Active during the then-current Term, net of all refunds, credit card chargebacks, and all other deducted amounts. Client agrees that (a) it will pay Liquidated Damages to Active if (i) Client breaches its exclusivity obligations under Section 2.2 of this Product Attachment; (ii) Active terminates a Schedule and/or the Agreement in accordance with Section 5.2 of the General Terms; (iii) Client fails to cause an assignment as specified in Section 6.2 of the General Terms; and/or (iv) Active terminates a Schedule and/or the Agreement pursuant to Section 6.3 of the General Terms; (b) all Liquidated Damage Amounts set forth in the Agreement will automatically reset during each Renewal Term; (c) Active may offset any Liquidated Damages Amount set forth in the Agreement from any account balance Client maintains with Active or any payment Active owes Client; (d) because of the difficulty in making a precise determination of actual damages incurred by Active, the Liquidated Damage Amount will be assessed, not as a penalty, but as a reasonable approximation of costs incurred by Active and Active's loss of revenue; and (e) that in any suit or other action or proceeding involving the assessment or recovery of liquidated damages, the reasonableness of the Liquidated Damage Amount will be presumed and the liquidated damages assessed will be in addition to every other remedy now or hereinafter enforceable at law, in equity, by statute, or under the Agreement.

Gateway API Product Attachment

This document is a "Product Attachment" as defined in the General Terms entered into by Client and Active and is subject to, and incorporates by reference, the provisions of the General Terms. This Product Attachment is effective as of the date it is "accepted" (in accordance with the Preamble to the General Terms). Any capitalized terms not defined herein have the meaning ascribed to them in the General Terms.

1. SERVICES AND LICENSE GRANT.

1.1 Active hereby grants Client a limited, non-exclusive, revocable, non-transferable, royalty free license (without the right to sublicense) to use the Gateway API, which includes access to Access Codes (as defined below), (the "API Service(s)") solely for the purpose of Client's internal development efforts to develop applications to work in conjunction with Active Products ("Client Interface"). For further clarification, "API" means Active's application programming interface, which may include object code, software libraries, software tools, sample source code, published specifications and other documentation. Client acknowledges that the API gives Client access to Client data stored in the applicable Product(s) to which Client will be integrating using the API Service (use thereof subject to the applicable Products terms and conditions) and that portions of that data may be sensitive ("Data"). As such, the Client understands and acknowledges that Client has a defined security and privacy program that must be in place in order to use the API Service and transfer and hold any Data, and Client agrees to be responsible for any access to the API. Upon request, Client will provide Active with evidence that Client has a defined security and privacy program in place. While Active strives to have its APIs available continuously, it cannot guarantee any up-time or other reliability measurements. API Services provided hereunder are deemed delivered when access is made available to Client.

1.2 Notwithstanding anything contrary in the Agreement, this Product Attachment, or a Schedule, Active reserves the right at any time to amend, limit, or restrict usage and access to the APIs for applicable legal, security, or regulatory purposes, or for any other reason in Active's reasonable discretion.

2. REPRESENTATIONS AND WARRANTIES. Client is responsible for any and all access to the API Service and the Access Codes. Client represents and warrants that it complies, and will continue to comply for the Term of this Product Attachment, with all applicable laws, that it will encrypt Data to then-current industry standard levels, and that it conducts, and will continue to conduct during the Term of this Product Attachment, periodic risk assessments and testing, by a qualified entity, of its safeguards to ensure the security, confidentiality and integrity of its System in compliance with then-current industry standard levels and applicable law. Upon request, Client shall provide Active evidence that Client has conducted a risk assessment or test by a qualified entity. Client shall: (i) use the API, Access Codes, and Data exclusively for its own internal purposes (i.e., not on behalf of a third party), consistent with all applicable laws, regulations, and the rights of others, including privacy and anti-spamming laws; (ii) not use the API Service 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 (including contractual rights, copyrights, trademarks, patents, trade dress, trade secret, common law rights, rights of publicity, privacy or moral rights); (b) that contains a computer virus, spyware, "Trojan horse", or other malware or harmful code, files, or programs designed to disrupt or interfere with the functioning of the API Service; or (c) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (iii) keep confidential and not disclose to any third parties, and shall ensure that users keep confidential and do not disclose, any user identifications, account numbers, and account profiles; (iv) not attempt to gain access to any systems or networks that connect thereto except for the express purpose of using the API Service and/or Data for their intended use; (v) not allow access to the API Service by anyone other than Client's users; (vii) not rent, lease, sublicense, resell, or provide access to the API Service on a time-share or service bureau basis; (viii) obtain all third-party rights necessary to develop and use the Client Interface (as defined in Section 14.1) and permit the Client Interface to connect with Active's systems pursuant to this Product Attachment and/or Agreement and the Client will be solely responsible for, and will pay licensors or co-owners any royalties or other monies due to them related to such Client Interface; (ix) ensure that none of the materials embodied in the Client Interface or use of the Client Interface in accordance with the terms and conditions of the Agreement and this Product Attachment violate Section 2 (i) and 2 (ii)(a); (x) include any attributions, copyright information and other notices, terms, and conditions that may be required to be provided to end users (e.g., as part of the Client EULA) based on Client's use of third party "open source" software or third party intellectual property in the Client Interface. Client shall promptly make available to Active, end users and any other third party that is entitled to it, the source code corresponding to any Client Interface or portion thereof if and in the manner required by applicable third-party terms and conditions (e.g., open-source software license). Client shall notify Active immediately of any unauthorized use of the Access Codes and use best efforts to immediately stop any unauthorized access.

3. OWNERSHIP. Client acknowledges and agrees that Client acquires only a license to use the API in accordance with this Agreement, and Active and/or its licensors will retain sole and exclusive ownership of and all rights, title, and interests in the API, including the following: (i) all Intellectual Property embodied or associated with the API, (ii) all deliverables and work product associated with the API, and (iii) all copies and derivative works thereof; and (iv) the API, including the source and object codes, logic, and structure, which contain and constitute valuable trade secrets of Active and its licensors.

4. TERM. The Term of this Product Attachment shall commence on the Effective Date and shall continue in force thereafter for the duration set forth in the applicable Schedule, unless modified or terminated as provided herein.

5. INDEMNITY AND RELEASE. Client understands that as the holder of the Access Codes it accepts all responsibility for the same and further releases Active from any and all liability with regard to Client's access to, and use of, the API, as well as access to, and use and/or disclosure of, the Data and any transfer thereof. To the extent not prohibited by law, Client hereby releases, relieves, forever discharges Active from any and all liability whatsoever and Client agrees, at its own expense, to indemnify, defend and hold harmless Active, its subsidiaries, parents, affiliates and assigns, and its and their directors, officers, employees and agents (collectively, the "Indemnified Parties") from and against any claim, loss, demand, cause of action, debt or liability, including attorneys' fees (collectively, "Losses"), arising out of or related to: (a) any breach or alleged breach of Client's obligations, covenants, representations and warranties under the Agreement and this Product Attachment; (b) Active's use of the API Services and any connection between the Client Interface and Active's systems permitted by Active; (c) Client's products and services, including any Client development application using the API Services and other materials developed using the API Services, including any claims that Client's development application (using the API Services) or the use thereof infringes any intellectual property rights of such third party; and (d) Client's gross negligence or willful misconduct. In connection with this Section, Client shall have the sole responsibility, at its expense, to defend and, at its sole discretion, to settle an applicable claim, provided that any such settlement shall require Active's prior written consent, which consent will not be unreasonably withheld. Active will: (i) give Client prompt written notice of the applicable claim; (ii) cooperate reasonably with Client (at Client's expense) in connection with the defense and settlement of the claim; and (iii) permit Client to control the defense and settlement of the claim, subject to the requirements stated above in this Section.

6. FEES. Fees, currency, and payment terms are specified in the applicable Schedule.

7. USAGE LIMITATIONS. Active may limit the number of network calls that Client may make via the APIs. Usage limits are based on the subscription plan as set forth on the applicable Schedule. In addition to its other rights under this Product Attachment, Active may utilize technical measures to prevent over-usage and/or stop usage of the APIs after any usage limitations are exceeded. If no limits are stated in the Schedule, Client nevertheless agrees to use the APIs in a manner that, as determined by Active in its sole discretion, does not exceed reasonable request volume or does not constitute excessive or abusive usage.

8. SECURITY MEASURES. Client acknowledges and agrees that Client's networks, operating system and the software of Client's web server(s), routers, databases, and computer systems (collectively, "**System**" or "**Systems**") must be configured to Internet industry standards to securely and properly operate. Client agrees to access and handle the API Service in a secure manner. Client agrees to promptly report to Active in writing any security deficiencies in, or intrusions to, Client's Systems that Client discovers and will work with Active to immediately correct any security deficiency, and will disconnect immediately any intrusions or intruder. In the event of security deficiency or intrusion involving the API Service, Client will make no public statements (i.e., press, blogs, bulletin boards, etc.) without prior written and express permission from Active in each instance.

9. LICENSE RESTRICTIONS. Except as permitted in this Agreement, Client's use of the API Services shall be subject to the following restrictions:

- a) Client agrees to use the API Services only in accordance with the license set forth in Section 1, and in compliance with all applicable laws, regulations or guidelines in the point of sale, customer engagement, CRM, gift card and payments processing industry or any other applicable industry;
- b) Client shall not disclose, in any manner, the API Services or any portion thereof to any third party, except as required by law, rule or regulation, or to affect an integration otherwise allowed by this Product Attachment or Agreement;
- c) Client shall not cause the API Services, or any part thereof, in any way to be disassembled, decoded, decompiled or reverse engineered, nor shall any attempt to do so be undertaken or permitted;
- d) Client shall not assign, sell, resell, rent, sublicense, transfer, distribute, disclose, or otherwise commercially exploit or make available to any third party the API Service in any way without Active's prior written consent;
- e) Client shall not (i) modify, (ii) create derivative works of or (iii) use for general application development purposes the API Service, or any part thereof;
- f) Client shall not create Internet "links" to the API Service or "frame" or "mirror" any content on any other server or wireless or Internet-based device;
- g) Client shall not build a competitive product or service;
- h) Client shall not build a product using similar ideas, features, functions or graphics of the API Service;
- i) Client shall not copy any ideas, features, functions or graphics of the API Service;
- j) Client agrees not to attempt to connect to the Active's network other than through the API Services provided hereunder;
- k) Client may make a reasonable number of copies of the API Services only to the extent required to use the API Services for the limited purposes set forth in this Agreement; provided that Client must reproduce and include the copyright, trademark symbols or other restrictive and proprietary notices and markings from the original on all copies. All copies will be subject to the terms of this Agreement; and
- l) Except as otherwise expressly permitted by Active in the API Services or as otherwise approved by Active in writing, Client shall not use any Open-Source Materials in connection with the Client Interface, in any manner that would cause the Technical Information to be subject to any licensing terms or obligations applicable to Open-Source Materials. For the purposes of the preceding sentence, the term "Open Source Materials" means any software that is subject to terms that, as a condition of use, copying, modification or redistribution, require such software and derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or to be redistributed free of charge, including, without limitation, software distributed under the GNU General Public License or GNU Lesser/Library GPL.

10. API KEYS. In order to access the API Services, Active may require Client to register for a unique security key or other security mechanism. Any information provided by Client in connection with such registration must be accurate, current and complete. Active may then issue Client one or more unique security keys, tokens, passwords and/or other credentials (collectively, "**Access Codes**") for accessing the API Services. Client may only access the API Services with the Access Codes issued by Active. Client may not sell, transfer, sublicense or otherwise disclose Access Codes to any third party or use such Access Codes with any third-party product or service except to affect an integration otherwise allowed by this Product Attachment or Agreement. Client is responsible for maintaining the secrecy and security of the Access Codes and for all activities that occur using its Access Codes, regardless of whether such activities are undertaken by Client or a third party and will notify Active of any unauthorized use of the Access Codes.

11. MODIFICATIONS. Client acknowledges and agrees that Active retains the right to modify and release subsequent versions of the API Services. Client may be required to obtain and use the most recent version of the API Services in order for the API Services to continue to be compatible with Active's Products. The features, functionality, form and components of the API Services may change without prior notice to Client and Client acknowledges and agrees that future versions of the API Services may be incompatible with any Client development application developed on previous versions of the API Services. Furthermore, Client understands and agrees that updates to the API Services may include necessary functionality and/or fixes to protect the security of the API Services and that Client's failure to promptly obtain and use such updates may compromise Client's ability to use the API Services and/or result in the disabling of Client's access to such API Services. Active shall have no liability to Client for any loss or damage resulting from Client's failure to timely obtain and use such updates. If the API Service is currently provided on a royalty-free basis, Active reserves the right to charge for the API Services (or additional features or functionality) in the future.

12. SUPPORT ACKNOWLEDGEMENT. Client acknowledges and agrees that Active has no obligation to provide Client with software upgrades or updates, enhancements or modifications to the API Services ("**Support**"). If Active elects at any time to provide Support, Active may terminate the Support at any time without notice to Client for any or no reason.

13. EXPORT LAW. TO THE EXTENT THAT THE CLIENT'S DEVELOPMENT APPLICATION, USING THE API SERVICES, IS SUBJECT TO UNITED STATES EXPORT LAWS AND REGULATIONS, CUSTOMER AGREES TO COMPLY THEREWITH, WHICH COMPLIANCE MAY INCLUDE RESTRICTIONS ON USE, USERS AND DESTINATIONS.

14. CLIENT INTERFACE.

14.1 EVALUATION. Client will provide Active with written notification at such time that, in Client's determination, the Client Interface is ready to connect with Active's system. Upon receipt of such notification, Active may, in its sole discretion, provide Client with testing data, information and materials necessary to permit the Client Interface to connect with Active's systems for the purposes of processing "dummy" (i.e., not actual) transactions. Active may, in its sole discretion, but shall not be obligated to, review the output of such "dummy" transactions in order to evaluate whether to permit the Client Interface to connect with Active's systems in a production environment (i.e., one that processes actual transactions).

14.2 CRITERIA. The following reflects a non-exclusive list of criteria that Active may, in its sole discretion, consider when undertaking any review provided for above, and for which Client may be denied access to Active's systems:

- a. Client Interfaces that themselves crash, or that cause any Active or third-party hardware, software or systems to crash.
- b. Client Interfaces that exhibit bugs which could cause a system to degrade and/or corrupt data.
- c. Client Interfaces that do not perform as advertised by the Client.
- d. Client Interfaces that include undocumented or hidden features inconsistent with the description of the Client Interface.
- e. Client Interfaces that store or write data to Active's systems or applications purchased by and for used by Active (e.g., embedded code which tracks transactions passing through a payment gateway).
- f. Client Interfaces that provide incorrect diagnostic or other inaccurate device data.
- g. Client Interfaces from any client who Active determines to be "spamming" Active with many versions of similar Client Interfaces.
- h. Client Interfaces that suggest or infer that Active is a source or supplier of the Client Interface, or that Active endorses any particular representation regarding quality or functionality.
- i. To the extent that a Client Interface uses protected third-party material (e.g., trademarks, copyrights, trade secrets, inventions, or otherwise proprietary content), Client must provide Active, upon request, with reasonable evidence that all necessary third-party rights have been obtained. If Client does not have the necessary third-party rights to permit a Client Interface to interface with Active's systems, Client should not permit Active to evaluate such Client Interface under this Agreement.
- j. Client Interfaces must comply with all legal requirements in any location where they are made available to users. Active prohibits Client Interfaces that promote or may lead to the production of an illegal item or illegal activity. Client shall be responsible for researching to ensure that each Client Interface is in compliance with all local, state, national and international laws.

14.3 CONTINUING EVALUATION. In the event that Active permits the Client Interface to connect with Active's systems, Active retains the right, in its sole discretion, but shall not be obligated, to review the operation of the Client Interface to determine, in its sole discretion, whether (i) to continue to permit such connection; (ii) the Client Interface functions as outlined in Client's product description, (iii) the Client Interface continues to meet the criteria set forth above; (iv) the Client Interface puts any Active or consumer or any other third party data at risk; and (v) the Client Interface complies with the terms of the Agreement.

14.4 CLIENT EVALUATION. Notwithstanding any evaluation conducted by Active, any such evaluation is not intended to take the place of Client's pre-release testing. Client should complete any and all pre-release testing before providing Active with written notification that Client's Client Interface is ready to connect with Active's systems.

14.5 COMMUNICATION. In the event that Active has a question about the Client Interface during Active's evaluative process, or if Active determines, in its sole discretion, that one of the criteria is not met, Active may notify Client using the email address or telephone number associated with Client's account and may provide guidance on next steps. Active will **ALSO** notify Client once a Client Interface is permitted to connect, or if Active determines that a Client Interface is not permitted to connect, with Active's systems. If a Client Interface is not permitted to connect with Active's systems, Active may provide Client with details on the reason(s) therefore and guidance on necessary revisions.

14.6 ACTIVE DISCRETION. Active reserves the right to determine the appropriateness of permitting a Client Interface to interface with Active's systems in Active's sole and absolute discretion. Active may also determine, in its sole discretion, to permit any third-party application to interface with Active's systems. Active may terminate any transaction, or take other actions as needed to restrict access to or availability of any content, product or service that does not comply with this Agreement and/or Product Attachment or that otherwise might adversely affect Active, and as applicable, merchants, consumers, end users or other third parties. Permitting a Client **INTERFACE** to interface with Active's systems, or withdrawing any such permission previously granted, does not relieve Client of responsibility to ensure the Client Interface complies with this Agreement and/or Product Attachment or to perform other obligations under this Agreement and/or Product Attachment. For the avoidance of doubt, and notwithstanding anything in the Agreement, the Product Attachment or any other additional agreement to the contrary, Active shall have no liability, whether to Client, and as applicable, any merchant or any other third party, arising out of, relating to, or as a result of Active's acts or omissions pursuant to this Section 14.6.

14.7 CLIENT FEEDBACK. If Client provides suggestions, ideas or other feedback to Active, Active will be free to exercise all rights in such feedback without restriction and without owing any compensation to Client.

14.8 CLIENT END USER LICENSE AGREEMENT. Any license or other agreement between Client, and as applicable, any merchant or other third party relating to a Client Interface and/or a Client Interface's connection with Active's systems ("Client EULA") shall not be inconsistent with the terms of the Agreement and/or Product Attachment. Client agrees that Active's agreements with its clients and other third parties ("Active Agreements") may involve such third parties' use of the Client Interface. The Active Agreements may specify, among other terms and conditions, that Active is not the licensor of any Client Interface and that Active is not a party to the Client EULA. If there are any conflicts between any Active Agreement and the Client EULA, then to the extent of such conflict, the Active Agreement will control. Active does not have any responsibility or liability related to compliance or non-compliance by Client, or as applicable, any merchant, consumer, end user or other third party under any Active Agreement or Client EULA.

14.9 PROHIBITED ACTIONS. Neither Client nor the Client Interface shall: (a) interfere with; (b) damage, (c) access, or (d) use in any unauthorized manner, the hardware, software, networks, technologies or other properties or Products of Active.

14.10 SUPPORT. Client will provide reasonable (and, as between Client and Active, Client will be solely responsible for providing) technical and product support for Client Interfaces as requested by, as applicable, any merchant, consumer, end user or other third party. Client will also be solely responsible for receiving and responding to complaints from any of the foregoing relating to the Client Interface.

15. DISCLAIMER. CLIENT ACKNOWLEDGES AND AGREES THAT THE API SERVICE IS PROVIDED "AS IS", "WITH ALL FAULTS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, ACTIVE EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE ARISING IN LAW, FROM A COURSE OF DEALING OR USAGE OR TRADE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ACTIVE DOES NOT WARRANT THAT THE API SERVICE WILL MEET CLIENT'S REQUIREMENTS OR THAT THE API SERVICE IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE PLATFORM. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT ACTIVE IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS ALL LIABILITY ARISING OUT OF, EXPLOITATION OF SECURITY VULNERABILITIES IN NON-ACTIVE TECHNOLOGIES (SUCH AS APIs AND PLUGINS), EVEN WHEN THOSE SECURITY VULNERABILITIES CAUSE HARM THROUGH, OR BY WAY OF, THE API SERVICE.

16. ACTIVE APPLICATION DEVELOPMENT. Client acknowledges and agrees that Active, whether on its own behalf or in connection with a third party, may be independently creating applications, content and other products or services that may be similar to, or competitive with, the Client Interface. Nothing in this Agreement or Product Attachment will be construed as restricting or preventing Active from creating and fully exploiting such applications, content and other items without any obligation to Client.

THIRD PARTY HARDWARE PRODUCT ATTACHMENT

This document is a "Product Attachment" as defined in the General Terms entered into by Client and Active and is subject to and incorporates by reference the provisions of the General Terms. This Product Attachment is effective as of the date it is "accepted" (in accordance with the Preamble to the General Terms). Any capitalized terms not defined herein have the meaning ascribed to them in the General Terms.

1. PURCHASE AND SALE; DELIVERY.

1.1 Active hereby agrees to sell to Client, and Client hereby agrees to purchase from Active, the Third-Party Products listed in the applicable Schedule in the volumes and at the prices described therein. For purposes of this Product Attachment, "Third Party Products" means those hardware, firmware and/or software products, provided to Active by third parties, listed in the 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 Products developed by Active.

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

1.3 Following delivery by Client of any purchase order documentation described in Section 1.2, no changes by Client to the shipment schedule described therein will be permitted unless Active is notified thereof in writing at least ninety (90) days in advance of the delivery date sought in such purchase order documentation.

1.4 Purchase orders delivered by Client to Active in respect of Third-Party Products are not binding upon Active until accepted by Active in writing. In any case, despite any indication to the contrary contained in any such purchase order documentation, no terms or conditions on purchase order documentation issued by Client, other than the information required by Active as set forth expressly in this Agreement, will be binding upon Active, nor will any such terms or conditions modify or supplement this Agreement in any way, notwithstanding the fact that Active may accept or otherwise approve such purchase orders. Active reserves the right to refuse any such purchase order for any reason not contrary to this Agreement, including without limitation pricing differences as described in Section 2.2.

1.5 Client may purchase Third Party Products in addition to those listed in the Schedule by issuing additional purchase order documentation as described herein, provided that the supply (or non-supply) of such additional Third Party Products will be subject to this Agreement as though such additional Third Party Products had been included in the Schedule on the date of execution of Schedule subject to the following: (a) the price for such additional Third Party Products is subject to agreement between the parties each in their own absolute discretion, and (b) Active shall have the right to discontinue delivery of such additional Third Party Products upon at least ninety (90) days written notice to Client without any liability to Client whatsoever for such discontinuance.

2. CHARGES AND PAYMENTS.

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

2.2 Client acknowledges that: (a) the prices described in the Schedule are applicable for thirty (30) days after the date of execution hereof, and such prices are based upon Client taking delivery of the full number of any particular Third Party Product listed in the Schedule in a single shipment; and (b) Client hereby agrees that after the expiry of such initial thirty (30) day period or, in case of Client seeking, in a particular shipment, delivery of less than all of the Third Party Products of a particular type listed the Schedule, the actual prices may be higher. Prior to shipment of any Third-Party Products that would be subject to pricing that differs from that described in the Schedule, Active will notify Client of any such different pricing and Client will accept such different pricing, as mutually agreed between Client and Active, in writing.

3. SUPPORT FOR THIRD PARTY PRODUCTS.

3.1 For the purpose of isolating support issues and responsibility in respect of Third-Party Products and their interaction with any Products, Active will provide initial first-tier support, to a maximum of fifteen (15) minutes per support inquiry.

3.2 Client may return certain purchased Third Party Products for a refund or credit, minus the Restocking Fee, as further described in the applicable schedule. To be eligible for such refund, the equipment must be: (i) returned within forty-five (45) days of the original purchase; (ii) returned in its undamaged packaging without any labels or writing on the packaging; (iii) no additional transactions ran on the device, with the exception of test transactions made by Active support. Third Party Products received by Active not in their original condition will be returned to Client at Client's expense.

4. PROPRIETARY RIGHTS.

4.1 Client acknowledges that any Third-Party Products supplied by Active hereunder are supplied by Active as a reseller thereof and that the Third-Party Products are subject to the Intellectual Property rights of the various third-party developers and/or manufacturers thereof, as applicable, including without limitation copyright, trade secret, trademark, and patent rights. Client will maintain in confidence and not use or disclose any and all confidential business or technical information connected with any Third Party Product except as specifically permitted by a party having legal control of such rights, and Client will defend or settle any claim made or any suit or proceeding brought against Active insofar as such claim, suit, or proceeding is based on an allegation that any Third Party Product provided to Client hereunder has been installed, used, or otherwise treated by Client or any client or customer of Client in violation of the proprietary rights of any third party or on an allegation that Client or any client or customer of Client has disclosed or used any confidential business or technical information connected with any Third Party Product, provided that Active will notify Client in writing promptly after the claim, suit, or proceeding is known to Active and will give Client such information and assistance as is reasonable in the circumstances. Client will have sole authority to defend or settle any such claim at Client's expense. To the extent not prohibited by law, Client will indemnify and hold Active harmless from and against any and all such claims and will pay all damages and costs finally agreed to be paid in settlement of such claim, suit or proceeding.

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

5. WARRANTY.

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

5.2 Third Party Products are warranted by the manufacturers, suppliers or licensors thereof in accordance with the warranty statements accompanying delivery of the Third-Party Products, and Client agrees that Client will rely solely on such Third-Party Product warranties. Client agrees not to make a claim against Active on account of any warranty, express or implied, which may apply to any Third-Party Product. If Client notifies Active of a defect or nonconformity within thirty (30) days of the date of delivery of such Third-Party Product, Active will assist Client in troubleshooting such Third-Party Product in accordance with Section 3. If such defect or nonconformity cannot be remedied during such troubleshooting and such Third-Party Product is still under the Third-Party Product warranty, Active shall contact the applicable manufacturer, supplier or licensor of such Third-Party Product to coordinate any returns or refunds. If a notice of a defect or nonconformity is received by Active from Client of the defect or nonconformity following the initial the thirty-day (30) period, Active's sole obligation and liability will be to provide support in accordance with Section 3. Returns and refunds are at the sole discretion of the applicable manufacturer, supplier or licensor.



Active Network Statement of Work

Technical Services
Captivate

www.ACTIVENetwork.com

CONFIDENTIAL AND PROPRIETARY — Information contained herein is intended for use by employees of Global Payments, Active Network, and their sales partners only. All trademarks contained herein are the sole and exclusive property of their respective owners.

This Statement of Work ("SOW") and all work performed and products and services delivered hereunder are subject to the terms, conditions and protections of the operative and mutually executed agreement, as amended, by and between Active Network, LLC ("Active") and Lake Havasu City ("Client") specified below ("Agreement"). Active and Client are each a "Party" and collectively the "Parties" to the Agreement and this SOW. The Parties hereby incorporate this SOW and all work and deliverables herein into the Agreement.

Agreement by and between Active and Client:

Schedule # 00139050, and

Agreement Date: 9/19/2025

CAPTIVATE OVERVIEW

ACTIVENet Captivate services include the planning, configuration, deployment, and training required to utilize the ACTIVENet Captivate App with the client's ACTIVENet production environment. ACTIVENet Captivate enables end users of an organization's ACTIVENet site to check-in, reserve spots, customer alerts etc. through a modern and user-friendly interface on their mobile phone device.

OBJECTIVES

- **Planning:** Review pre-requisites for Captivate app
- **Configuration:** Configure Captivate app
- **Deployment:** Enable Captivate app
- **Training:** Provide instruction to Client on the controls around Captivate app

TASKS

- **Planning:**
 - Active will review pre-requisites with client that are required for Captivate app to be deployed
 - Apple Developer ID/Google Play Developer Account
 - Apple Developer Account ID (Organization Type) <https://developer.apple.com/support/enrollment/>
 - iOS API Key (for Apple Developer account)
 - Obtain Google Play Developer Account
 - <https://developer.android.com/distribute/console>
 - App Name (up to 30 characters, only the first 19 characters display in the App Store)
 - App Store Description
 - App Icon (1024 x 1024 pixels in PNG format)

- Splash Screen Image (1242 x 2688 pixels in PNG Format)
- Privacy Policy URL
- Additional requirements may be asked at the discretion of Apple/Google requirements
- **Configure:**
 - Active will:
 - Enable and configure Captivate app
 - Submit to Apple and/or Google Play Store for review and approval
- **Deployment:**
 - Active will:
 - Deploy Captivate app to Public
- **Training:**
 - Active will:
 - Review the features, configuration, and management settings with Captivate app and accompanying Captivate Staff portal

DELIVERABLES

Enablement of the ACTIVENet Captivate App on Apple's App store and/or Google Play Store

ASSUMPTIONS

- Client is empowered to represent their business interests as they pertain to ACTIVENet
- Client will perform work associated with each task within the allocated timeframe. Missed deadlines may result in rescheduling and additional cost to the Client.
- Client representative(s) will have access to ACTIVENet, internet, phone, and able to install and utilize remote desktop sharing software as needed.

CONSTRAINTS

The Captivate Service is bound to the following constraints:

- All services will be conducted remotely.
- All services will be conducted between 6am to 6pm PST, Monday-Friday, excluding North American holidays.
- ACTIVENet Captivate is supported on the following platforms only:
 - iPhone
 - Android phones

ACCEPTANCE MANAGEMENT

Client approver will accept or reject the deliverable or service within ten (10) business days the receipt of the Active notification of completion. If Client approver does not accept or reject the deliverable or service within ten (10) business days, the deliverable will be considered accepted.

PAYMENT TERMS

- Compensation will be paid to Active for the services provided under this SOW according to the payment terms in the Agreement, and as specified in the Schedule # 00139050 between the parties.



ACTIVE Net Statement of Work

Lake Havasu City

www.ACTIVENetwork.com

CONFIDENTIAL AND PROPRIETARY — Information contained herein is intended for use by employees of Global Payments, Active Network, and their sales partners only. All trademarks contained herein are the sole and exclusive property of their respective owners.

Table of Contents

Contents

SCOPE	1
Project Overview	2
1.1 Project Schedule	3
PROJECT PLANNING	5
Project Launch/Scheduling	5
IMPLEMENTATION	8
Data Collection	8
Data Review	9
Data Entry	10
User Testing	11
Training (LMS Train the Trainer)	12
DEPLOYMENT	13
Workstation Readiness	13
End User Training	14
GO LIVE CONVERSION	15
Data Entry	16
GO-LIVE	17
Go-Live Preparation	17
Go-Live	18
Post Go-Live System Optimization	18
ASSUMPTIONS	19
CONSTRAINTS	19
BILLING	20
OUT OF SCOPE	20
APPROVALS – ACTIVENET Implementation SOW	Error! Bookmark not defined.

SCOPE

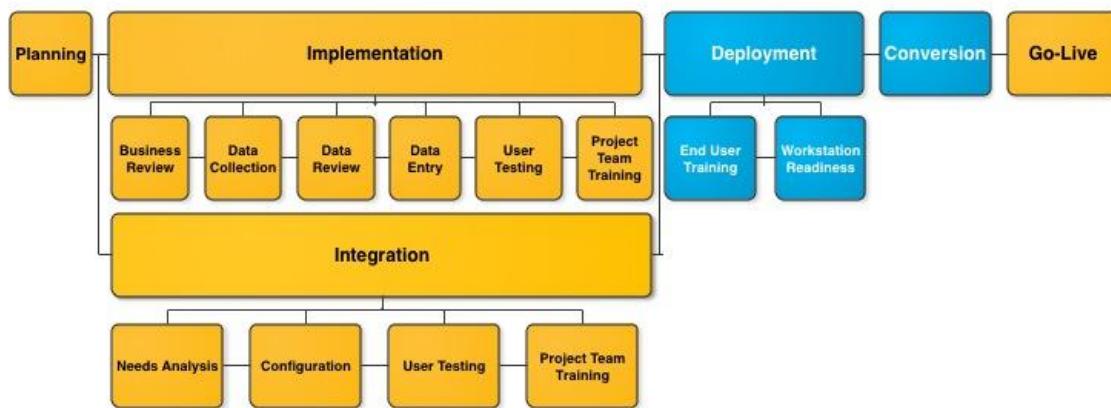
Project Overview

Lake Havasu City will be implementing the following selected ACTIVE Net modules:

- Facility Reservations
- Activity Registrations
- Memberships
- Daycare
- Camps
- POS & Equipment Lending
- Private Lessons
- League Scheduling
- Lockers
- Childcare

This section outlines the overall approach of an ACTIVE Net project. The project is broken into phases. The following is a brief description of each stage of the Active Network methodology.

- + **Implementation** – configure ACTIVE Net and train the project team on system operations
- + **Deployment** – ensure workstations and staff can use ACTIVENet
- + **Conversion** – populate ACTIVE Net with ongoing transactional data from the legacy system
- + **Go Live** – conduct day-to-day operations using ACTIVE Net



Each phase is broken into stages. Each stage includes an overview, objectives, inputs, tasks and deliverables. The phases are organized into their appropriate stages and are listed below.

+ **Project Planning**

+ **Deployment**

- Project Launch/Scheduling
- Business Review
- + **Implementation**
 - Data Collection
 - Data Review – Subset
 - Data Entry – Subset
 - User Testing – Subset
 - Data Review – Final data
 - Data Entry – Final data
 - User Testing – Final data
 - Training (LMS Train the Trainer)
 - Training Plan Development
- Workstation Readiness
- End User Training
- Technical Tasks
- + **Go Live Conversion**
 - Planning
 - Data Entry
- + **Go Live**
 - Go-Live Preparation
 - Go-Live
 - Post Go-live System Optimization

1.1 Project Schedule

The schedule below represents the standard process, timing, and delivery method for a Standard 6 project. Some modifications may occur during the launch call to better fit project needs. Each session represents 1 day of service delivery with ACTIVE's Project Consultant.

Week	Description	Format
Initiation	Project Launch	Remote
Week 1	Business Process Review	Remote
Week 2	Modules 1–3 Review & Data Collection Preparation	Remote
Week 3	Modules 4–6 Review & Data Collection Preparation	Remote
Week 4	Modules 1–3 Data Collection Review	Remote
Week 5	Modules 4–6 Data Collection Review	Remote
Week 6	Modules 1–2 User Testing	Remote
Week 7	Modules 3–4 User Testing	Remote
Week 8	Modules 5–6 User Testing	Remote
Week 9	Modules 1–6 User Testing	Remote
Week 10	Training Plan Development	Remote
Week 11	LMS Core Training	N/A
Week 12	Supplemental Training	Remote
Week 13	Supplemental Training	Remote
Week 14	Go-Live Preparation	Remote
TBD	Go-Live Support	Remote
TBD	System Optimization Training	Remote

PROJECT PLANNING

Project Launch/Scheduling

Objectives for the Project Launch/Scheduling stage are:

Objectives
Gain an understanding of required project roles
Gain an understanding of the project life cycle
Establish a tentative project schedule
Reserve Active and Customer resources
Prepare for the Business Process Review

Inputs for the Project Launch/Scheduling stage are:

Inputs	Responsible
Active Resource Availability	ACTIVE
Customer Project Resource Availability	Customer PM
Project Planning Guide	ACTIVE
Data Assessment Sheet (blank)	ACTIVE
Deliver Accounting Manual	ACTIVE
ACTIVE Net Look and Feel Guide	ACTIVE
Technical Statement of Works (SOW's)	ACTIVE

Tasks for the Project Launch/Scheduling stage are:

Tasks
Review ACTIVE project roles and responsibilities
Review your organizations required project roles and responsibilities
Review ACTIVE Net's project lifecycle
Review project schedule options
Review Basecamp use
Distribute the Data Assessment Sheets and other documents

Deliverables for the Project Launch/Scheduling stage are:

Deliverables	Responsible
Project schedule	ACTIVE
Active Project team assignments	ACTIVE
Customer project team assignments	Customer PM
Complete Data Assessment Sheet	Customer SME
Review Accounting Manual	Customer Accounting Team
Review Technical SOW's	Customer Technical Team
Review Recommended Settings document	Customer Technical Team
Booking the Business Review meeting room	Customer PM
Setup Basecamp project and provide login credentials	ACTIVE

Business Review

Objectives for the Business Review are:

Objectives
Understand your project goals
Understand your business policies and procedures
Understand your product and service offerings and establish a data collection strategy
Understand your IT infrastructure
Understand your accounting needs
Identify project risks
Finalize project schedule and go live date

Inputs for the Business Review stage are:

Inputs	Responsible
Completed data assessment sheet	Customer SME
Reviewed Accounting Manual	Customer Accounting Team
General Data Collection Sheet (Blank)	ACTIVE
Provide images and waivers to Basecamp	Customer SME

Tasks for the Business Review stage are:

Tasks
Review project goals

Review the Data Assessment Sheet
Review General Data Collection Sheet so that the Customer knows how to fill it out
Discuss the other Data Collection Sheets at a high level
Discuss accounting needs
Review technical system requirements
Discuss peripherals being used by the customer
Create a communication plan (for project team, customer stakeholders, staff and customers)
Maintain a Project Risk Log
Review Active Learning Management System (LMS) and plan out courses for next sessions

Deliverables for the Business Review stage are;

Deliverables	Responsible
Data Assessment Sheet (populated)	Customer SME/ACTIVE
Data Collection Sheets (blank)	ACTIVE
Project Risk Log	ACTIVE
Project Agenda for the remaining stages	ACTIVE
Project Agenda for the remaining stages	ACTIVE
LMS link and logins	ACTIVE

IMPLEMENTATION

Data Collection

Objectives for the Data Collection stage are:

Objectives
Capture your organizations inventory of all product and services in a format for use during data entry
Review/Overview of the ACTIVE Net modules to be used

Inputs for the Data Collection stage are:

Inputs	Responsible
Provide maps to Basecamp	Customer SME
Data Collection Sheets (completed)	Customer SME

Tasks for the Data Collection (Subset) stage are:

Tasks
Populate the Data Assessment Sheets with inventory of all product and services.
Complete assigned LMS courses prior to the sessions
Determine who will enter the data (Active and/or the Customer)
Demonstrate standard workflows of ACTIVE Net modules

Deliverables for the Data Collection stage are:

Deliverables	Responsible
Data Collection Sheets (Populated)	Customer SME

Data Review

Objectives for the Data Review stage are:

Objectives
Ensure the Data Collection Sheets are complete and accurate
Initial introduction to the ACTIVE Net application modules

Inputs for the Data Review stage are:

Inputs	Responsible
Completed data assessment sheet	Customer SME

Tasks for the Data Review stage are:

Tasks
Review the Data Collection Sheets for completeness
Perform validation checks on data collection sheets
Assign LMS courses to staff for testing phase

Deliverables for the Data Review stage are:

Deliverables	Responsible
Data Collection Sheets (Populated)	Customer SME

Data Entry

Objectives for the Data Review stage are:

Objectives

Configure and populate ACTIVE Net database in accordance to your business needs

Inputs for the Data Review stage are:

Inputs	Responsible
Completed data assessment sheet	Customer SME

Tasks for the Data Review stage are:

Tasks
Configure ACTIVE Net in conjunction with the Data Assessment Sheet
Populate ACTIVE Net with product and services from the Data Collection Sheets. This is non customer/transaction data.

Deliverables for the Data Review stage are:

Deliverables	Responsible
ACTIVE Net database (Configured and populated)	ACTIVE

User Testing

Objectives for the User Testing Stage are:

Objectives
Test the functional integrity of the system configuration against business cases
Update configuration as needed

Inputs for the User Testing Stage are:

Inputs	Responsible
User Testing templates	ACTIVE
Test cases and workflows to review	Customer SME

Tasks for the User Testing Stage are:

Tasks
Review front-desk transactions for each functional area in ACTIVE Net
Review online transactions for each functional area in ACTIVE Net
Review reports for each functional area in ACTIVE Net
Review communication tools for each functional area in ACTIVE Net
Determine mitigation strategies for each functional gap
Update configuration in accordance with testing results
End to end test of credit card processing and bank reconciliation

Deliverables for the User Testing Stage are:

Deliverables	Responsible
ACTIVE Net (tested)	Active and Customer SME
Configuration is updated as needed	Active and Customer SME
Detailed review of ACTIVE Net modules	Customer SME
Updated test cases	Customer SME

Training (LMS Train the Trainer)

Objectives for the Training Stage are:

Objectives
Introduce organization trainers to the Active online LMS training tool
Empower the project team to understand best practices for conducting end-user training
Empower the project team with a strategy and tools to conduct end-user training.
Create and update training material for the end users
Create an end user training plan

Inputs for the Training Stage are:

Inputs	Responsible
Training Manual template and quick reference guides	ACTIVE
Provide list of Organization trainers	Customer PM
Training room booked and prepared	Customer PM

Tasks for the Training Stage are:

Tasks
Provide base training materials
Trainers have completed the assigned LMS courses prior to the sessions
Modify training manual in accordance with system usage
Provide supplemental training session on workflows not covered in the LMS
Develop training plan for delivering end user staff training
Secure resources to execute training plan

Deliverables for the Training Stage are:

Deliverables	Responsible
Customized Training Manual	Customer Trainers
Training Plan	Customer PM

DEPLOYMENT

Workstation Readiness

Objectives for the Workstation Readiness Stage are:

Objectives
Ensure all workstations have access to ACTIVE Net
Ensure all workstations designated to operate ACTIVE Net are configured with the appropriate 3 rd party software
Ensure all workstations designated to operate ACTIVE Net are configured with the appropriate hardware

Inputs for the Workstation Readiness Stage are:

Inputs	Responsible
Existing Peripheral Hardware List	Customer PM
Additional Peripheral Hardware (if required)	ACTIVE
System Requirements	ACTIVE
Hardware Configuration Guides	ACTIVE

Tasks for the Workstation Readiness Stage are:

Tasks
Install, configure and test third party software required by ACTIVE Net
Install, configure and test hardware required by ACTIVE Net
Bookmark ACTIVE Net sites on workstations

Deliverables for the Workstation Readiness Stage are:

Deliverables	Responsible
Configure and test single workstation with peripherals	ACTIVE and Customer Desktop
Configure and test remaining workstations and peripherals	Customer Desktop

End User Training

Objectives for the End User Training Stage are:

Objectives
Train system users on software operations
Communicate software escalation procedures

Inputs for the End User Training Stage are:

Inputs	Responsible
End user training guide	Customer Trainers
Training plan	Customer Trainers
Training rooms are booked and prepared	Customer PM

Tasks for the End User Training Stage are:

Tasks
Execute Training Plan

Deliverables for the End User Training Stage are:

Deliverables	Responsible
All Staff trained	Customer Trainers

GO LIVE CONVERSION

Planning

Objectives for the Planning Stage are:

Objectives
Identify type and scope of data to be manually entered into ACTIVE Net
Identify resources
Identify timelines

Inputs for the Planning Stage are:

Inputs	Responsible
Necessary data for entry is identified and quantified	Customer SME's

Tasks for the Planning Stage are:

Tasks
Review legacy system(s) for candidate data and determine scope of data for manual conversion
Review staffing availability and determine resourcing
Review project schedule and determine timeline

Deliverables for the Planning Stage are:

Deliverables	Responsible
Data conversion plan	Customer PM

Data Entry

Objectives for the Planning Stage are:

Objectives
Populate ACTIVENet with legacy data

Inputs for the Planning Stage are:

Inputs	Responsible
Completed data conversion plan	Customer PM
Lists of the necessary data to be input	Customer SME's

Tasks for the Planning Stage are:

Tasks
Execute data conversion plan
Resources are booked
Validate data conversion in ACTIVE Net

Deliverables for the Planning Stage are:

Deliverables	Responsible
ACTIVE Net (populated)	Customer SME's

GO-LIVE

Go-Live Preparation

Active Network consultants will conduct a meeting prior to go-live to confirm all tasks are complete and the system is ready to be the organization's true system of record.

Objectives for the Go-Live Preparation stage are:

Objectives
Ensure staff are competent in system use
Ensure workstations are ready for system use
Ensure data conversion is complete
Ensure project team understands how to escalate issues to ACTIVE
Ensure risks are captured and mitigation strategies are in place

Inputs for the Go-Live Preparation stage are:

Inputs	Responsible
Prior stages are complete	Customer PM
ACTIVE Support handbook	ACTIVE
Go-Live Checklist	ACTIVE

Tasks for the Go-Live Preparation stage are:

Tasks
Review and validate staff training
Review and validate workstation readiness
Review and validate data conversion completeness
Review Active Support policy and communication channels
Handoff call with Active support team.
Complete Go-Live checklist

Deliverables for the Go-Live Preparation stage are:

Deliverables	Responsible
Go-Live check list	ACTIVE
Customer Support Plan	Customer PM
Go-Live Plan	Customer PM

Go-Live

Go-Live is the day that ACTIVE Net becomes the system of record for your organization.

Objectives for the Go-Live stage are:

Objectives
Help with any issues or configuration questions

Inputs for the Go-Live stage are:

Inputs	Responsible
Go-Live plan	Customer PM

Tasks for the Go-Live stage are:

Tasks
All prior stages are complete

Deliverables for the Go-Live stage are:

Deliverables	Responsible
Online payments are enabled	Customer PM
End users processing in ACTIVE Net	Customer PM

Post Go-Live System Optimization

Active Network consultants will conduct a meeting 2 to 3 weeks after go-live to review any questions or follow up configuration required.

Objectives for the Post Go-Live Optimization stage are:

Objectives
Optimize usage of ACTIVE Net to perform front desk transactions and manage operations
Optimize usage of ACTIVE Net to provide customers an online store

Inputs for the Post Go-Live Optimization stage are:

Inputs	Responsible
List of questions, issues and topics	Customer PM

Tasks for the Post Go-Live Optimization stage are:

Tasks
Session with the consultant

ASSUMPTIONS

- + The services in this SOW are based upon the services listed in Quote 1 and the technical Services Quote attached in Appendix A
- + Your organization will assign the below project roles and those individuals will be available as needed by the project schedule:
 - o **Project Sponsor** – engages stakeholders; ensures buy-in from top-down.
 - o **Project Manager** – coordinates with the ACTIVE Network Project Manager, procures resources, manages scope, schedule, quality and risk mitigation.
 - o **System Administrator(s)** – manages, maintains and supports the ACTIVE Net system, trains end-users on an ongoing basis.
 - o **Technical Representative(s)** – available “on call” during the lifespan of the software to assist with internet connectivity, database management, software upgrades, workstation and peripheral installations.
 - o **Financial Representative(s)** – monitors ACTIVE Net accounting functionality, ensure transactions are posted correctly, and that financial data within ACTIVE Net is accurate and pertinent.
- + Your organization will effectively lead project-related change management activities (creating materials and facilitating workshops).
- + Your organization will provide the resources necessary to deliver implementation services (i.e. training room, internet access, computers, whiteboard).
- + Your organization will perform work associated with each task within the allocated timeframe.
- + Any flights will be billed separately with the actual amounts.

CONSTRAINTS

- + Implementation services are limited to the services defined in the contract.
- + The availability of ACTIVE resources for the execution of Project activities will be governed by the following factors:
 - o Services delivery will be conducted and billed as per the payment milestones
 - o Professional services must generally be booked 6 weeks in advance of engagement dates unless otherwise specified and are subject to availability.
 - o The consultant will be available for a full 8 hours on any scheduled date. The consultant will try to answer emails/question between sessions but there is no guarantee that they will be able to do any work on the project between sessions. If it is deemed necessary to book additional time with the consultant a change request will be required.

- + Implementation services are subject to our cancellation policy. ACTIVE Network requires that cancellation or rescheduling requests be submitted twenty-eight full calendar days prior to engagements. This provides sufficient time for resources to be allocated to alternative billable projects.

BILLING

This project will be billed with two milestone payments.

- + Milestone One - Upon completion of the project launch session (50%)
- + Milestone Two - Upon completion of consulting services (50%).

OUT OF SCOPE

- + Software development
- + End user training
- + Custom Documentation
- + ACTIVE Net Modules not included in the signed contract/quote
- + ACTIVE Net Technical Services not included in the signed contract/quote



Active Network Statement of Work

Technical Services
ACTIVENET API Training



This Statement of Work ("SOW") and all work performed and products and services delivered hereunder are subject to the terms, conditions and protections of the operative and mutually executed agreement, as amended, by and between Active Network, LLC ("Active") and Lake Havasu City ("Client") specified below ("Agreement"). Active and Client are each a "Party" and collectively the "Parties" to the Agreement and this SOW. The Parties hereby incorporate this SOW and all work and deliverables herein into the Agreement.

Agreement by and between Active and Client:

Quote # 00139050, and

Agreement Date: 9/19/2025

ACTIVENET API OVERVIEW

ACTIVENet API Training services include the planning and testing required to establish API integration with ACTIVENet and/or ACTIVENet Insights platform using your ACTIVENet production environment.

OBJECTIVES

- **Planning:** Establish API scope recommendations based upon business objectives and the constraints detailed in this SOW.
- **Testing:** Validate that API calls are successful against your production database.

TASKS

- **Planning:**
 - Active will:
 - Help your organization obtain an API key for your ACTIVENet production environment.
 - Provide training on API use with ACTIVENet
 - Assist in providing field definitions, mapping ACTIVENet API data results to your ACTIVENet configuration, and configuration recommendations if necessary.



- **Testing:**
 - Active will:
 - Assist client to test an API call against your ACTIVENet production environment to ensure that data is being retrieved successfully.

DELIVERABLES

- An API key which is valid for your ACTIVENet production environment
- Guidance on API scope and best practice recommendations

ASSUMPTIONS

- Your representative is empowered to represent your business interests as they pertain to the API integration.
- Your organization will perform work associated with each task within the allocated timeframe.
- Client representative(s) will have access to ACTIVENet, internet, phone, and able to install and utilize remote desktop sharing software as needed

CONSTRAINTS

ACTIVENet API Gateway Services is bound to the following constraints:

- All services will be conducted remotely.
- All services will be conducted between 6am to 6pm PST, Monday-Friday, excluding North American holidays.
- ACTIVE will not provide applications or code to consume data output by APIs. Data interaction and manipulation is the responsibility of your organization. This may require changes to your website, third party platforms, or other applications.
- ACTIVE does not work with third party organizations directly. If your organization is attempting an integration into a 3rd party platform it is recommended that representatives from the 3rd party be included in your planning session.
- ACTIVENet APIs use RESTful (Representational State Transfer) protocols.
- API results are presented in the JSON (JavaScript Object Notation) format
- A detailed list of available APIs, their parameters, and fields can be found in the ACTIVENet help menu.
 - To access the ACTIVENet Help Menu, log into ACTIVENet and then click "Help" link. From within the help menu click on "ACTIVENet APIs" from table of contents.



ACCEPTANCE MANAGEMENT

Client approver will accept or reject the deliverable or service within ten (10) business days the receipt of the Active notification of completion. If Client approver does not accept or reject the deliverable or service within ten (10) business days, the deliverable will be considered accepted.

PAYMENT TERMS

- Compensation will be paid to Active for the services provided under this SOW according to the payment terms in the Agreement, and as specified in the Schedule # 00139050 between the parties.



Active Network Statement of Work

Technical Services
ACTIVENet Connect

www.ACTIVENetwork.com

CONFIDENTIAL AND PROPRIETARY — Information contained herein is intended for use by employees of Global Payments, Active Network, and their sales partners only. All trademarks contained herein are the sole and exclusive property of their respective owners.

This Statement of Work ("SOW") and all work performed and products and services delivered hereunder are subject to the terms, conditions and protections of the operative and mutually executed agreement, as amended, by and between Active Network, LLC ("Active") and Lake Havasu City ("Client") specified below ("Agreement"). Active and Client are each a "Party" and collectively the "Parties" to the Agreement and this SOW. The Parties hereby incorporate this SOW and all work and deliverables herein into the Agreement.

Agreement by and between Active and Client:

Schedule # 00139050, and

Agreement Date: 9/19/2025

ACTIVENET CONNECT OVERVIEW

ACTIVENet Connect services include the planning, configuration, testing and training required to utilize the ACTIVENet Connect App with Client's ACTIVENet production environment.

ACTIVENet Connect Enables staff users to check-in kids using a portable tablet, instead of using a PC, provides a consolidated and efficient check-in and check-out workflow for Flex Registration programs, has a modern and user-friendly interface and provides a better user experience., and helps staff users retrieve past attendance information.

OBJECTIVES

- **Planning:** Determine which connect modules will be utilized
- **Configuration:** Configure ACTIVENet Connect app
- **Testing:** Test ACTIVENet Connect app in trainer environment
- **Training:** Provide instruction to Client on the controls within ACTIVENet that impact the Connect App
- **Deployment:** Enable Connect in production environment.

TASKS

- **Planning:**
 - Active will work with client to determine which modules will be utilized in ACTIVENet Connect.
 - Client will
 - Procure compatible IOS tablets prior to service delivery
 - Download ACTIVENet Connect from the IOS App store
- **Configure:**
 - Active will

- Enable ACTIVENet connect in Client's trainer environment
- Guide client through system configuration as they pertain to ACTIVENet Connect workflows
- **Testing:** Active will guide client through validation of business practices as they pertain to ACTIVENet Connect
- **Training:** Active will review the configuration and management settings within ACTIVENet as they pertain to the operation of ACTIVENet Connect
- **Deployment:** Active will enable ACTIVENet Connect in Client's production environment. Client will complete inventory configuration or reconfiguration if necessary.

DELIVERABLES

Enablement of the ACTIVENet Connect App in the Client's ACTIVENet production environment.

ASSUMPTIONS

- Client is empowered to represent their business interests as they pertain to ACTIVENet
- Client will perform work associated with each task within the allocated timeframe. Missed deadlines may result in rescheduling and additional cost to the Client.
- Client representative(s) will have access to ACTIVENet, internet, phone, and able to install and utilize remote desktop sharing software as needed

CONSTRAINTS

The Connect Service is bound to the following constraints:

- All services will be conducted remotely.
- All services will be conducted between 6am to 6pm PST, Monday–Friday, excluding North American holidays.
- ACTIVENet Connect is supported on the following platforms only:
 - iPad or iPad mini
 - iOS 10.0 or higher (the latest version is recommended)
 - Android tablets
- Iphone, and Android phones are not supported.

ACCEPTANCE MANAGEMENT

Client approver will accept or reject the deliverable or service within ten (10) business days the receipt of the Active notification of completion. If Client approver does not accept or reject the deliverable or service within ten (10) business days, the deliverable will be considered accepted.

PAYMENT TERMS

- Compensation will be paid to Active for the services provided under this SOW according to the payment terms in the Agreement, and as specified in the Schedule # 00139050 between the parties.



Active Network Statement of Work

Technical Services

3rd Party Data Conversion – Memberships

www.ACTIVENetwork.com

CONFIDENTIAL AND PROPRIETARY – Information contained herein is intended for use by employees of Global Payments, Active Network, and their sales partners only. All trademarks contained herein are the sole and exclusive property of their respective owners.

This Statement of Work ("SOW") and all work performed and products and services delivered hereunder are subject to the terms, conditions and protections of the operative and mutually executed agreement, as amended, by and between Active Network, LLC ("Active") and Lake Havasu City ("Client") specified below ("Agreement"). Active and Client are each a "Party" and collectively the "Parties" to the Agreement and this SOW. The Parties hereby incorporate this SOW and all work and deliverables herein into the Agreement.

Agreement by and between Active and Client:

Schedule # 00139050, and

Agreement Date: 9/19/2025

3RD PARTY DATA CONVERSION – MEMBERSHIPS OVERVIEW

3rd Party Data Conversion – Memberships services involve the planning, extraction, testing, and deployment required to convert customers, memberships and related information into ACTIVENet.

OBJECTIVES

- **Planning:** Determine a mutually agreeable import scope based upon the constraints identified below and the constraints of your organization's data source.
- **Extraction:** Extract data from your organization's data source
- **Transformation:** Format membership and customer data to adhere to the specification outlined in Appendix A
- **Testing:** Test data from your organization's data source against your ACTIVENet configuration and business practices through the ACTIVENet Sandbox environment
- **Load:** Import membership and customer data into the ACTIVENet production environment

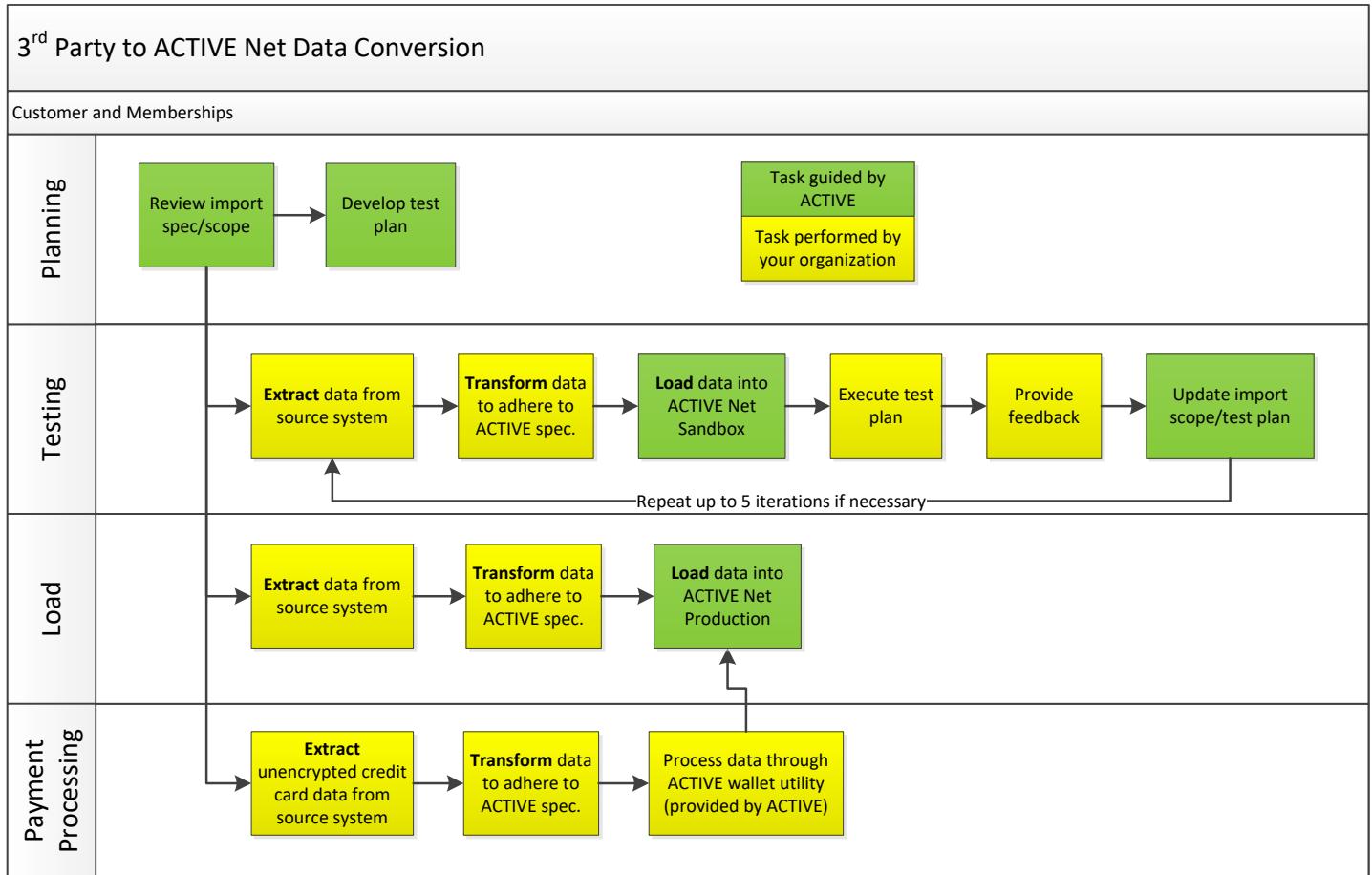
TASKS

- **Planning:** ACTIVE will work with a representative from your organization to establish a mutually agreeable import scope that adheres to the constraints of your source system and to the constraints and specification detailed below. ACTIVE will work with a representative from your organization to map fields from your organization's data source to the destination fields in ACTIVENet.
- **Extraction:** A representative from your organization will extract data from your source system. If importing credit cards a representative from your organization will obtain

unencrypted card data in your environment from your vendor/merchant. If importing EFT account information a representative from your organization will obtain unencrypted account information in your environment from your vendor/merchant.

- **Transformation:** A representative from your organization will format the data to adhere to the specification outlined in Appendix A and provide to ACTIVE. If importing credit cards a representative from ACTIVE will provide your organization with a utility to convert credit cards into ACTIVENet wallet IDs. A representative from your organization will execute this tool within your environment. A representative from your organization will provide the file containing wallet IDs back to ACTIVE for import.
- **Testing:** A representative from ACTIVE will import data into an ACTIVENet sandbox environment. A representative from ACTIVE will provide a test plan to confirm validity of data against business and software constraints. A representative from your organization will add organization specific test cases to the test plan if needed. A representative from your organization will complete the test plan and provide feedback back to ACTIVE on the test results. Upon completion of the test plan a representative from your organization will update the ACTIVENet if needed. Testing will be repeated up to 5 times if necessary.
- **Deployment:** A representative from your organization will provide the membership data files including credit card wallet IDs to be imported into the ACTIVENet production environment. A representative from your organization will sign off on the completeness and accuracy of the data provided. A representative from ACTIVE will import the data into your ACTIVENet production environment.

The follow flowchart outlines the tasks distribution for 3rd Party Data Conversion – Membership services.



DELIVERABLES

- A one-time import of membership and customer data into your ACTIVENet production environment.
- Up to 5 test iterations of imports of membership data into your ACTIVENet sandbox environment for validation by your organization.

ASSUMPTIONS

- Your representative is empowered to represent the interests of your organization and can decisions as they pertain to your ACTIVENet site and your data source
- Client representative(s) will have access to ACTIVENet, internet, phone, and able to install and utilize remote desktop sharing software as needed
- Your organization will perform work associated with each task within the allocated timeframe. Missed deadlines will result in rescheduling services at additional cost to your organization.
- A representative from your organization will be available on call for questions from your Technical Consultant on all scheduled import dates.

- Your organization is able to obtain data from your source system and will ensure data integrity of the files provided to ACTIVE for import. Issues owing to the data accuracy or completeness of the import files may need to be corrected in ACTIVENet manually by your organization.

CONSTRAINTS

The 3rd Party Data Conversion – Memberships services are bound to the following constraints:

- All services will be conducted remotely.
- All services will be conducted between 6am to 6pm PST, Monday–Friday, excluding North American holidays.
- The import file format is tab delimited. No other formats are accepted.
- Header fields must be included in the import file for all fields to be imported.
- Import field specifications can be found in Appendix A.
- Required fields must be included in the import file.
- Optional fields will be subject to the ACTIVENet configuration decisions made by your organization
- 3rd Party Data Conversion – Membership services are incompatible with Customer Import, Scheduled Customer Import, and Organization Import services.
- ACTIVE will import all valid records within each file provided. Your organization is responsible for filtering data, if necessary, prior to providing it to ACTIVE.
- All destination fields in ACTIVENet are fixed. Data in the import file cannot be remapped to different fields.
- Import records are identified in the below specification using primary keys (PK). Once a record with a primary key is imported into ACTIVENet it is assumed that ACTIVENet is the primary system of record. Any subsequent imports of a record with the same primary key will reject that record as a duplicate. Subsequent imports cannot be used to update imported records in ACTIVENet.
- Duplicate records must be excluded from import files.
- Unencrypted card numbers are required by your organization in order to import credit card information for membership renewals.
 - ACTIVE will provide a utility to tokenize unencrypted card numbers into wallet IDs for import into ACTIVENet. See the notes section of the import file specification for the membership wallet file in appendix A for more information. Only valid, non-expired credit cards can be processed successfully in ACTIVENet after tokenization through the utility.
 - Note for customers migrating from JetPay: JetPay authorizes cards which are cancelled, reissued, or expired regardless of the account number on file. Cards with a cancelled, reissued, or other non-valid status will not receive authorization in ACTIVENet.

- All imported memberships are treated as paid in full. Importing membership payment plans is therefore unsupported.

ACCEPTANCE MANAGEMENT

Client approver will accept or reject the deliverable or service within ten (10) business days the receipt of the Active notification of completion. If Client approver does not accept or reject the deliverable or service within ten (10) business days, the deliverable will be considered accepted.

PAYMENT TERMS

- Compensation will be paid to Active for the services provided under this SOW according to the payment terms in the Agreement, and as specified in the Schedule # 00139050 between the parties.

APPENDIX A: IMPORT FILE SPECIFICATIONS

File Listing

The import file format is tab delimited. No other formats are accepted.

IMPORT FILE NAME	PURPOSE
Account_Balance	Current balance for a customer or company. Record is only needed if the account balance has a value
Accounting_Event	Historical financial events from the source system for read only display in ACTIVENet
Company	Import of organizations. Inactive organizations can be excluded, but organizations must be included if they have an account balance or subsidy attached.
Company_Customer	The assignment of specific persons as contacts of a company/organization. This is a many-to-many relationship, a person can be a contact for multiple companies/organizations (Deemed Authorized Agent in ACTIVENet)
Custom_Question_Answer	For customer records, this includes any "custom questions" and answers provided will be converted
Customer	Import of customer records. Inactive customers can be excluded, however any customer with account balances, membership passes, gift certificates, etc., reference by any other import files must be included.
Customer_Alt_Key	Import of the customer alternate key records where the customer record is considered 'active'
Customer_Creditcard_Wallet	Used to create saved credit cards for customers
Customer_Creditcard	In conjunction with corresponding wallet file, this file is used to create saved credit cards for customers
Customer_Demo	Any number of descriptive categorization strings which are associated with a person
Customer_Note	Generates "comments" in the customer notes and alerts section. More than one note can be created for a customer
Family	The creation of family records. Families group customers together for purposes of reporting and communication.
Family_Customer	The assignment of specific persons to specific families created in the 'Family' Import File. Note that this is a many-to-many relationship; a customer can be in multiple families. This relationship can also specify a family role. The import will create any family roles not already existent in ACTIVENet
Gift_Cert	Import of gift certificate records where the balance is greater than \$0
Membership	Information about each membership which is being imported into ACTIVENet including effective date, expiry date, and renewal information.
Membership_Pass	The pass number assigned to each member used for check-in

IMPORT FILE NAME	PURPOSE
Membership_Wallet	The AMS wallet ID for each membership. Your organization must obtain unencrypted credit card information. ACTIVE will provide a tool to generate AMS wallet IDs. The membership wallet file links a membership with an AMS wallet for credit card renewal.
Scholarship_Package	Creates a financial assistance which applies to membership renewals
Third_Party_Billing	Imports a subsidy commitment of a sponsoring organization which applies to membership renewals

Field Types

DATA TYPE	DESCRIPTION
PK	Primary key of a record in the source system. This does not need to be numeric and can be up to 50 characters. Cannot be blank.
FK	Foreign key to a record in the source system. Like primary keys, up to 50 characters. If marked as required, it must be non-blank.
Int	Integer. If null in source system, must be written as "0". Cannot be blank.
Money	Fractional value with up to two decimal places. Values should not include "\$" or "," characters. If null in source system, must be written as "0" or "0.00". Cannot be blank.
Date	Must be in YYYY-MM-DD format. If null in source system, column must be empty (no blanks), or written as "1899-12-30".
Date/time	Must be in YYYY-MM-DD hh:mm:ss format (24h time). If null in source system, column must be empty (no blanks), or written as "1899-12-30".
Char(size)	Character string. Size specifies the maximum data size allowed. If marked as required, it must be non-blank.
Phone	Should contain only numeric characters in the first 10 spaces, which are interpreted as 3 digits of area code, and 7 digits of number. Up to 22 characters after that are interpreted as the extension. Normal phone number punctuation (parentheses, hyphens and spaces) will be removed during import.
Text	Up to 4000 bytes for each line in the database character set. This data type is equivalent to the CHAR and VARCHAR2 data types in the database. If marked as required, it must be non-blank. Because of the tab-delimited format, data should not contain tabs, line feeds or carriage returns (ASCII 9, 10 and 13), because these will interfere with the parsing. The following special ASCII characters are supported: ASCII 9 (tab) -> ASCII 1 ASCII 10 (line feed) -> ASCII 2 ASCII 13 (return) -> ASCII 3
SmallInt	Small integer with range from -32768 to 32768. If null in source system, must be written as "0". Cannot be blank.
Boolean	Must be "0" (false) or "1" (true). Cannot be blank.

Import File Specification: Account_Balance

Current balance or credit values for a customer or organization. A record is only needed if the account balance or credit has a value. Records are not needed for \$0 balances or credits.

COLUMN	DATA TYPE	REQ ?	DESCRIPTION
Account_balance_id	PK	Y	Unique identifier of the balance entry from the source system
Account_Type	INT	Y	1 = Customer Account, 2 = Organization Account
Customer_ID	FK	Y	This field is required if Account_Type = 1 for a Customer account. The customer ID must be a valid customer ID present in the customer file.
Company_ID	FK	Y	This field is required if Account_Type = 2 for an Organization account. The company ID must be a valid company ID present in the company file.
Current_Balance	Money	Y	Current balance of the account. If a positive balance is input, the customer owes the organization money; a payment plan will be created along with the necessary receipt. If a negative balance is input, the customer is owed money; a credit on account is created, along with the necessary receipt. Records with a \$0 balance are ignored.

Notes:

- Multiple balance and/or credit records can be imported for each customer or company
- Balances and credits are imported as distinct entities.
- Each imported customer or company balance creates a receipt with the following details:
 - Transaction Type:** Account Debit
 - Transaction Description:** "Importer payment plan creation"
 - Debit GL Account:** Accounts Receivable
 - Credit GL Account:** ACTIVENet Import A/R offset account
- Each imported customer or company credit creates a receipt with the following GL account postings:
 - Transaction Type:** Account Debit
 - Transaction Description:** "Importer account debit to create customer balance"
 - Payment Type:** Credit Memo
 - Debit GL Account:** ACTIVENet Import A/R offset account
 - Credit GL Account:** Customer Credit Account
- Imported balances and credits do not contain notes or references to any service entities in ACTIVENet. They are visible to staff and customers simply as an "Imported Balance" or "Imported Credit"

Import File Specification: Accounting_Event

Historical financial events from the source system for read only display in ACTIVENet.

COLUMN	DATA TYPE	REQ?	DESCRIPTION
Accounting_Event_ID	PK	Y	Primary Key ID from the source system. This value should be unique for each record to ensure duplicate records are not imported.
Account_Type	INT	Y	1 = Customer Account, 2 = Organization Account
Customer_ID	FK	N	This field is required if Account_Type = 1 for a Customer account. The customer ID must be a valid customer ID present in the customer file.
Company_ID	FK	N	This field is required if Account_Type = 2 for an Organization account. The company ID must be a valid company ID present in the company file.
Reference	INT	N	Accounting Reference number
General_Transaction_Type	Char(100)	Y	Name of the general transaction type
Detailed_Transaction_Type	Char(100)	N	Name of the detailed transaction type
Effective_date	Date/Time	Y	Effective date of the accounting event
Amount	Money	Y	The amount involved in the accounting event
Annotation	Char(2000)	N	Additional detailed information about the accounting event

Notes:

- A “balance” value will display the net value of all imported amounts. If importing accounting events each debit (charge) should have an accompanied credit (payment) where applicable.

Date	Customer	Transaction	Reference	Amount	Balance
Feb 25, 2011	Adrian Wong	Payment	Payment: Visa Card*	(\$174.00)	\$0
Feb 25, 2011	Caden Wong	League Fee	League Registration Fee - Caden Wong - T-Ball (Co-Ed) - 46BASEBALL - 2011 SPRING - 001	\$144.00	\$174.00
Feb 25, 2011	Adrian Wong	Pass Fee	Pass Fee - Adrian Wong - Mays Family YMCA - Annual Program Registration - Program - Annual	\$30.00	\$30.00
Feb 26, 2010	Adrian Wong	Payment	Payment: Check	(\$158.00)	\$0
Feb 26, 2010	Caden Wong	League Fee	League Registration Fee - Caden Wong - T-Ball - 3-4 - 57BASEBALL - 2010 SPRING - 001	\$128.00	\$158.00
Feb 26, 2010	Janice Wong	Pass Fee	Pass Fee - Janice Wong - Braundera Family YMCA - Program - Program - Annual	\$30.00	\$30.00

[Print](#) [Cancel](#)

Import File Specification: Company

Company or organization contact information. Companies can perform transactions such as making payments, holding permits, and third-party billing in ACTIVENet.

COLUMN	DATA TYPE	REQ?	DESCRIPTION
Company_ID	PK	Y	ID of the company for import
Title	Char(50)	Y	Name of the company
Address1	Char(75)	Y	First line of company's address
Address2	Char(75)	N	Second line of company's address
City_Name	Char(40)	Y	Name of the city the company is located in
Province_code	Char(15)	Y	Name of province the company is located in
Postal_Code	Char(10)	Y	Postal/Zip code of the company. Supported format is 5 digits (US); 9 digits (US, with or without -) and 6 characters (CDN, with or without blank)
Country	Char(2)	N	Country the company is located in; "US" or "CA"
Phone1	Phone	N	The primary phone number of the company; consists of the 3 digit area code, 7 digit phone number and phone extension
Phone2	Phone	N	The secondary phone number of the company
Phone 3	Phone	N	The fax phone number of the company
Email_address	Char(100)	N	Email address of the company
Geopgraphic_area_id	FK	N	ID of the area the company is located in. A list of geographic area IDs will be provided by ACTIVE.

Notes:

- Customer Type is used for fee determination in ACTIVENet. Customer Type must be assigned to organizations after import.

Import File Specification: Company_Customer

Creates the link between a company and a customer in ACTIVENet, otherwise known as an 'Authorized Agent'. An authorized agent is required for a company to complete a transaction. Authorized agents can be added to companies in ACTIVENet manually if desired.

COLUMN	DATA TYPE	REQ?	DESCRIPTION
Company_Customer_ID	PK	Y	A unique identifier for the relationship of a person and an company. If no such key exists in the source system, provide -1.
Customer_ID	FK	Y	Customer ID of the company contact. The customer ID must be a valid customer ID present in the customer file.
Company_ID	FK	Y	ID of the company. The company ID must be a valid company ID present in the company file.

Notes:

- Multiple agents can be imported for each company.

Import File Specification: Custom_Question_Answer

Import of Custom Question answers that were previously asked and tied to a customer's account

COLUMN	DATA TYPE	REQ?	DESCRIPTION
Customer_ID	FK	Y	ID of the customer to whom this answer applies to. A corresponding record with the same customer ID must exist in the customer file.
Question	Char(500)	Y	Text of the question which was answered. If question text is an exact match to an existing custom question in ACTIVENet that question is used. If question text is not an exact match a new custom question record will be created upon import.
Answer	Char(500)	Y	Answer to the question

Notes:

- Combination of Customer_ID and Question must be unique in the file

Import File Specification: Customer

Import of customer records. All customers with account balances, membership passes, gift certificates, or references in any other import files must be included.

COLUMN	DATA TYPE	REQ?	DESCRIPTION
Customer_ID	PK	Y	Unique ID of the customer
First_Name	Char(40)	Y	First name of the customer
Last_Name	Char(40)	Y	Last name of the customer
Address1	Char(75)	Y	First line of the customer's address
Address2	Char(75)	N	Second line of the customer's address
City_name	Char(40)	Y	City name that the customer lives in
Province_Code	Char(15)	Y	Province that the customer lives in
Postal_Code	Char(10)	Y	Postal/Zip code of the customer. Supported format is 5 digits (US); 9 digits (US, with or without -) and 6 characters (CDN, with or without blank)
Country	Char(2)	N	Country the customer lives in
Business_Phone	Phone	N	Business phone number of the customer; consists of the 3 digit area code, 7 digit phone number and phone extension
Home_Phone	Phone	N	Home phone number of the customer; consists of the 3 digit area code, 7 digit phone number and phone extension
Fax_Phone	Phone	N	Fax phone number of the customer; consists of the 3 digit area code, 7 digit phone number and phone extension
Pager_Phone	Phone	N	Pager phone number of the customer; consists of the 3 digit area code, 7 digit phone number and phone extension
Cell_Phone	Phone	N	Pager phone number of the customer; consists of the 3 digit area code, 7 digit phone number and phone extension
Email_address	Char(100)	N	Email address of the customer. If login names are not provided email should be unique. This will allow you to generate an invitation through ACTIVENet for customers with email addresses on file to log in online. If duplicate email addresses are provided staff will need to manually update login information after import.
Birthdate	Date	N	Birthdate of the customer
Gender	Char(1)	Y	M = Male, F = Female; O = Other
Alert_Text	Text	N	Alert text of the customer; visible within the customer account in ACTIVENet
Resident_flag	Boolean	Y	Residency status of the customer; 1 = Resident Status, 0 = Non-Resident Status
Active_flag	Boolean	Y	1 = Active; 0 = Inactive (retired customer)
Modified_Datetime	Date/Time	N	Modified date of the customer record
Creation_Datetime	Date/Time	N	Creation date of the customer record

COLUMN	DATA TYPE	REQ?	DESCRIPTION
Age_Category_ID	FK	N	Age Category of the customer. A list of age category IDs will be provided by ACTIVE.
Geographic_Area_ID	FK	N	Geographic area is used in ACTIVENet to establish residency for new customers. If used for establishing residency, geographic area idea should be assigned to imported customers to ensure data completeness. Your organization is responsible for configuration of geographic areas in ACTIVENet. Once configured, a list of geographic area IDs will be provided by ACTIVE.
Middle_Name	Char(30)	N	Middle name of the customer
Title	Char(30)	N	Title of the customer ie. 'Mr.', "Mrs.", "Dr.", etc.
Emergency_fname_1	Char(50)	N	First name of emergency contact #1
Emergency_lname_1	Char(50)	N	Last name of emergency contact #1
Emergency_Phone_1	Phone	N	Phone # of emergency contact #1
Emergency_Relationship_1	Char(50)	N	Relationship of emergency contact #1
Emergency_fname_2	Char(50)	N	First name of emergency contact #1
Emergency_lname_2	Char(50)	N	Last name of emergency contact #1
Emergency_Phone_2	Phone	N	Phone # of emergency contact #1
Emergency_Relationship_2	Char(50)	N	Relationship of emergency contact #1
Promotional_email_flag	Boolean	Y	Customer email list status, 1 = Opt in to email list; 0 = Opt out of email list
Promotional_postal_mail_flag	Boolean	Y	Customer mail list status, 1= Opt into mail list; 0 = Opt out of mail list
Loginname	Varchar(100)	N	Login name of the customer record to access the public site. Login must be a unique value.
Password	Varchar(40)	N	Unencrypted password of the customer record, used to access the public site. If login is provided, password is required. If the unencrypted password cannot be obtained a placeholder should be used. It can be reset by the customer after import. If no password is provided staff will need to manually enter a password after import.
Notes	Text	N	Miscellaneous notes about the customer

Notes:

- The default Customer Type configured in ACTIVENet by your organization is applied to all imported customers.
- Residency for imported records is established only based on the "Resident" field in the import data file.
- If login name and password are not provided, they will need to be entered by staff manually after import

Import File Specification: Customer_Alt_Key

Alternate keys can be used in ACTIVENet to assign a unique or non-unique identifier for customers. Alternate keys can also be used for facility access scanning when linked to memberships through your ACTIVENet configuration.

COLUMN	DATA TYPE	REQ?	DESCRIPTION
Customer_ID	FK	Y	ID of the customer to whom this alternate key applies to. A corresponding record with the same customer ID must exist in the customer file.
Alt_Key_Type_ID	FK	Y	Alternate key type ID. Please request list of alternate key type IDs from ACTIVE technical consultant if using Alternate Keys
Alt_Key_Status_ID	FK	N	Alternate key status ID. Please request list of alternate key status IDs from ACTIVE technical consultant if using Alternate Keys
Alt_Key_Value	Char(50)	Y	Alternate Key Value

Import File Specification: Customer_Creditcard

Account credit cards can be imported for customers to use for future purchases in ACTIVENet. All records in the customer credit card file must have a corresponding record in the customer credit card wallet file.

COLUMN	DATA TYPE	REQ?	DESCRIPTION
Customer_Credit_Card_ID	PK	Y	Unique identifier for the customer/credit card combination. A corresponding record with the same customer credit card ID must exist in the customer credit card wallet file.
Customer_ID	FK	Y	Unique ID of the customer record. A corresponding record with the same customer ID must exist in the customer file.
Credit_Card_Last_Four	Char(50)	Y	The last four digits of the credit card
Card_Expiry_Date	Date	Y	The expiry date of the credit card
Cardholder_Name	Char(100)	Y	Name as printed on the credit card

Import File Specification: Customer_Creditcard_Wallet

Import file to be provided to ACTIVE.

COLUMN	DATA TYPE	REQ?	DESCRIPTION
Customer_Credit_Card_ID	PK	Y	Unique identifier for the customer/credit card combination. A corresponding record with the same customer credit card ID must exist in the customer credit card file.
Wallet_ID	Varchar(100)	Y	Wallet ID for the credit card

Source file for wallet ID creation

In order to generate the customer credit card wallet file, your organization must obtain a file containing the unencrypted credit card data in the following format. ACTIVE will provide your organization with a utility which converts unencrypted card numbers into ACTIVENet wallet IDs. Your organization will provide the file containing wallet IDs back to ACTIVE for import.

COLUMN	DATA TYPE	REQ?	DESCRIPTION
Customer_Credit_Card_ID	PK	Y	Unique identifier for the customer/credit card combination. A corresponding record with the same customer credit card ID must exist in the customer credit card file.

COLUMN	DATA TYPE	REQ?	DESCRIPTION
Credit_card_number	Varchar(20)	Y	Unencrypted credit card number
Expiry_date	Varchar(6)	Y	Credit card expiration date
Cardholder_name	Varchar(40)	Y/N	Requirement dependent on your organization and the credit card provider

Import File Specification: Customer_Demo

The import of demographic information tied to the customer record. Demographics can be used for customer categorization and reporting purposes in ACTIVENet.

COLUMN	DATA TYPE	REQ?	DESCRIPTION
Customer_ID	FK	Y	ID of the customer to whom the demographic is assigned. A corresponding record with the same customer ID must exist in the customer file.
Demographic	Char(30)	Y	Name of demographic key to assign to the customer record.

Import File Specification: Customer_Note

Import of customer notes into ACTIVENet. Notes are general pieces of information that are stored within a customer account for reference by staff. Notes cannot be reported on. Notes are not visible to customer online.

COLUMN	DATA TYPE	REQ?	DESCRIPTION
Customer_Note_ID	PK	Y	Unique identifier for the customer note.
Customer_ID	FK	Y	Unique ID of the customer the note will be attached to. A corresponding record with the same customer ID must exist in the customer file.
Note	Text	Y	The content of the note that will be attached to the customer

Notes:

- All notes are imported as type: "Imported Note"
- More than one note can be imported per customer.

Import File Specification: Family

Creates family groupings in ACTIVENet. The family file must be accompanied by the family customer file.

COLUMN	DATA TYPE	REQ?	DESCRIPTION
Family_ID	PK	Y	Unique ID of the family in the source system
Title	Char(50)	Y	The family name. Family name can be the last name of the family.
Customer_ID	FK	Y	Customer ID of the customer to be marked as 'Head of Household' of the family in ACTIVENet. A corresponding record with the same customer ID must exist in the customer file.

Notes:

- All customers must be associated with at least 1 family.
- Customers may be associated with multiple families.

Import File Specification: Family_Customer

The family customer file contains all family members within each family to be imported into ACTIVENet. Relationships may be specified using a family role.

COLUMN	DATA TYPE	REQ?	DESCRIPTION
Family_Customer_ID	PK	Y	Unique identifier for the relationship of a customer and a family. If no such key exists in the source system, provide a -1
Customer_ID	FK	Y	Unique ID of the customer/family member. A corresponding record with the same customer ID must exist in the customer file.
Family_ID	FK	Y	Unique ID of the family. A corresponding record with the same family ID must exist in the family file.
Role	FK	N	The role of the family member. Example: Parent, Child, Guardian

Notes:

- Head of household should be included in the family customer file.
- If a customer is part of multiple families, they should have multiple records in the family customer file
- If a role is not included in the import file a default family role will be assigned

Import File Specification: Gift_Certificate

Import of gift certificate records where the balance is greater than \$0. Known as Gift Cards within ACTIVENet

COLUMN	DATA TYPE	REQ?	DESCRIPTION
Gift_Cert_ID	PK	Y	Unique ID of the gift certificate
Creation_Date_Time	Date/Time	Y	Original creation date/time of the gift certificate
Current_Balance	Money	Y	Current balance of the gift certificate. Must be >0.
Gift_Cert_Number	Char(20)	Y	Unique gift certificate card number. If using card readers to validate gift cards in ACTIVENet the full number encoded into the card should be used.

Notes:

- Imported gift certificates do not have an expiry date.
- The current balance being imported cannot be a negative amount
- Each imported gift card creates a receipt with the following details:
 - Transaction Type:** Gift Card Sale
 - Transaction Description:** "Importer payment plan creation"
 - Customer:** Drop-in Customer
 - Payment Type:** Memo
 - Debit GL Account:** ACTIVENet Import Cash Account
 - Credit GL Account:** ACTIVENet Import Liability Account

Import File Specification: Membership

The membership file contains a record for each membership “unit” to be imported into ACTIVENet.

COLUMN	DATA TYPE	REQ?	DESCRIPTION
membership_id	PK	Y	The membership ID. This is a unique ID for each membership “unit”. Each family membership should have a single record in the membership file.
package_id	FK	Y	The membership package ID given to each member upon import. Please request list of Package IDs from ACTIVE technical consultant upon completion of membership configuration in ACTIVENet.
customer_id	FK	Y	The customer ID of the customer purchasing the membership. In the case of family memberships use the customer ID of the “primary” member or head of household responsible for the membership. A corresponding record with the same customer ID must exist in the customer file.
creation_datetime	Date/Time	Y	The date and time recorded as the time of the order, and therefore the date and time of the financial data.
start_date	Date/Time	Y	The date and time recorded in the membership as when it was sold; normally this is the same as creation_datetime
effective_date	Date	Y	The date when the membership is effective for use. Use the effective date from your source system for accurate record keeping in ACTIVENet.
expiry_date	Date	Y	The date when the membership expires. Memberships configured for automatic renewal will renew starting at 12:01am on the expiry date. Memberships with an expiry date of “1899-12-30” will be flagged in ACTIVENet to “never expire”.
punches_purchased	SmallInt	Y	The number of punches purchased in a membership punch pass (0 if not a punch pass)
punches_used	Int	Y	The number of punches used so far in a membership punch pass (0 if not a punch pass)
membership_cost	Money	Y	The amount that the membership pass was sold for. If revenue for imported memberships is already recognized in your source system memberships it is recommended that a value of “0.00” is assigned to prevent double postings in your general ledger.
auto_renewal_type	Int	Y	0 = No auto-renewal 1 = Auto-renewal by Credit Card 2 = Auto-renewal by Electronic Check Payment (ECP) 4 = Auto-renewal by payment plan
credit_card_last_four	Char(50)	N	For autorenewal by credit card, the last four digit of the credit card number to be viewed by staff in the UI. Required if auto_renewal_type = 1.
card_expiry_date	Date	Y	For autorenewal by credit card, the expiry date of the credit card to be viewed by staff in the UI. Required if auto_renewal_type = 1. Otherwise, enter “1899-12-30” if no card expiration date is applicable.

COLUMN	DATA TYPE	REQ?	DESCRIPTION
bank_institution_id	Char(50)	N	For autorenewal by ECP, the bank institution ID which is supported only in Canada; Together with the bank transit number will serve as the auto renewal bank number for Canadian EFT. Required if auto_renewal_type = 2.
transit_number	Char(50)	N	For autorenewal by ECP, the transit number of the bank; As a standalone number, it will serve as the auto renewal bank number for US EFT. Required if auto_renewal_type = 2. Note: Routing numbers are 9 digits
account_number	Char(50)	N	For autorenewal by ECP, the account number for Canadian and US EFT; Required if auto_renewal_type = 2.
account_type	Char(1)	N	For autorenewal by ECP, 'C' for checking account; 'S' for saving account. Required if auto_renewal_type = 2.
account_holder_customer_id	FK	N	For CC, ECP and manual deduction autorenewals, this is the ID of the account holder. If not provided, the card holder will be assumed to be the primary member. A corresponding record with the same customer ID must exist in the customer file.
member_since	Date	N	"Continuous member since" date. This date is used as a reference for staff in the UI
usage_fee_id	FK	N	If a usage fee was paid with this membership, the usage fee ID. A list of usage fee IDs will be provided to your organization upon completion of membership configuration in ACTIVENet.
usage_fee_amount	Money	N	Use "0" for all records If a usage fee/join fee was paid with this membership in your source system.

Notes:

- Your organization is responsible for membership package configuration in ACTIVENet. Once configured a list of ACTIVENet Package IDs will be provided to your organization for mapping to your source system. Your organization is responsible for mapping ACTIVENet package IDs to the membership types of your source system.
- All imported memberships are considered paid in full upon import. Membership payment plans are not supported.
- If membership cost >\$0 a receipt is created with the following detail:
 - **Transaction Type:** Membership Sale
 - **Payment Type:** Memo
 - **Debit GL Account:** ACTIVENet Import Cash Account
 - **Credit GL Account:** Revenue (the membership revenue account assigned to the package)

Import File Specification: Membership_Pass

Each member which is granted access to your facilities or programs as part of a membership in the membership file should have a pass number.

COLUMN	DATA TYPE	REQ?	DESCRIPTION
membership_id	FK	Y	The membership which grants access to the pass holder. A corresponding record with the same membership ID must exist in the membership file. Each record in the membership file must have at least 1 record in the pass file per person per membership.
customer_id	FK	Y	Each person on that membership. Family memberships should include a separate record for each family member within the membership including the primary member identified in the membership file. A corresponding record with the same customer ID must exist in the customer file.
pass_number	varchar(16)	Y	Membership card number printed on pass and used for scanning. Members with more than 1 membership should have a distinct pass number for each membership layout configured in ACTIVENet.

Notes:

- Pass numbers must be unique across customers for each membership layout configured in your ACTIVENet site.
- Pass numbers must not overlap pass numbers which already exist in ACTIVENet because of membership sales.

Import File Specification: Membership_Wallet

Source file for wallet ID creation

To generate the membership wallet file, your organization must obtain a file containing unencrypted credit card data in the following format. ACTIVE will provide your organization with a utility which converts unencrypted card numbers into ACTIVENet wallet IDs. Your organization will provide the above file containing wallet IDs back to ACTIVE for import.

COLUMN	DATA TYPE	REQ?	DESCRIPTION
Membership_ID	PK	Y	The membership id for the credit card renewal associated to each wallet ID. A corresponding record with the same membership ID must exist in the membership file.
Credit_card_number	Varchar(20)	Y	Unencrypted credit card number
Expiry_date	Varchar(6)	Y	Credit card expiration date

COLUMN	DATA TYPE	REQ?	DESCRIPTION
Cardholder_name	Varchar(40)	Y/N	Requirement dependent on your organization and the credit card provider

Import file to be provided to ACTIVE.

COLUMN	DATA TYPE	REQ?	DESCRIPTION
Membership_ID	PK	Y	The membership id for the credit card renewal associated to each wallet ID. A corresponding record with the same membership ID must exist in the membership file.
Wallet_ID	Varchar(100)	Y	Wallet ID for the credit card. This field is generated by the ACTIVENet wallet ID generator.

Import File Specification: Scholarship_Package

Scholarship records to be applied during renewal. Scholarships are used when your organization provides financial assistance to customers.

COLUMN	DATA TYPE	REQ?	DESCRIPTION
scholarship_package_id	PK	Y	A unique identifier for this scholarship assignment
scholarship_id	FK	Y	The scholarship ID. Please request list of Scholarship IDs from ACTIVE technical consultant upon completion of your ACTIVENet configuration if using Scholarships.
customer_id	FK	Y	The customer ID of the customer receiving the scholarship. A corresponding record with the same customer ID must exist in the customer file.
package_id	FK	Y	The package that this scholarship can be applied to upon renewal. Please request list of Package IDs from ACTIVE technical consultant upon completion of membership configuration.
amount	money	Y	The maximum amount of money for this scholarship. If amount is 0, the scholarship will be created for an "unspecified amount"
percentage	money	Y	The percentage discount of the customer's fee for the package (must be between 0 - 100).
amount_per_usage	money	Y	The maximum amount of the customer's fee which will be paid on renewal. (must be between 0 - 100)

COLUMN	DATA TYPE	REQ?	DESCRIPTION
start_date	Date/Time	Y	The date the scholarship becomes effective. Enter "1899-12-30" if no start date.
expiration_date	Date/Time	Y	The date the scholarship expires. Enter "1899-12-30" if no expiration date.

Notes:

- Imported scholarships can be applied to membership renewals only.

Import File Specification: Third_Party_Billing

Company subsidy commitments which are applied during membership renewal. Upon successful renewal of a membership with a third-party billing assignment a balance will be created against the company account in ACTIVENet.

COLUMN	DATA TYPE	REQ?	DESCRIPTION
third_party_billing_id	PK	Y	Unique ID of the subsidy commitment between the company and customer
customer_id	FK	Y	ID of the customer receiving a subsidy. A corresponding record with the same customer ID must exist in the customer file.
company_id	FK	Y	ID of the company providing the subsidy. A corresponding record with the same company ID must exist in the company file.
date_effective	date	N	Date the subsidy becomes effective. If blank, is effective on date of import.
date_expires	date	Y	Date the subsidy commitment expires
subsidy_amount	money	Y	>0 if subsidy was for a fixed amount and there is a remaining balance
subsidy_percentage	money	Y	>0 and <100 if subsidy were for a percentage of membership fees. If an amount >0 is specified, the TPB will be created as percentage-based

Notes:

- When imported, third party billing will be applied to the customer's membership renewals by default.
- Upon renewal, a balance will be placed on the company account for the amount or percentage specified.

APPENDIX B: PHOTO IMPORT

Your organization may choose to import customer photos for imported customers. Customer photos are subject to the following constraints:

- Files must be in .jpg format
- Only one photo may be attached to each customer
- The filename must be the same as the customer_id imported from your system. E.g., if the source system customer ID is 123, the filename should be 123.jpg.
- Photos can only be imported for imported customer records.
If a photo already exists in ACTIVENet for the customer, it will not be replaced by the imported photo.



Active Network Statement of Work

Technical Services
Membership Entry Point

www.ACTIVENetwork.com

CONFIDENTIAL AND PROPRIETARY — Information contained herein is intended for use by employees of Global Payments, Active Network, and their sales partners only. All trademarks contained herein are the sole and exclusive property of their respective owners.

This Statement of Work ("SOW") and all work performed and products and services delivered hereunder are subject to the terms, conditions and protections of the operative and mutually executed agreement, as amended, by and between Active Network, LLC ("Active") and Lake Havasu City ("Client") specified below ("Agreement"). Active and Client are each a "Party" and collectively the "Parties" to the Agreement and this SOW. The Parties hereby incorporate this SOW and all work and deliverables herein into the Agreement.

Agreement by and between Active and Client:

Schedule # 00139050, and

Agreement Date: 9/19/2025

MEMBERSHIP ENTRY POINT OVERVIEW

Entry Point services include the planning, configuration, testing and training required to perform memberships and/or alternate key validation in ACTIVENet using applicable hardware at a single scanning station.

OBJECTIVES

- **Planning:** Determine method of scanning depending on hardware and scanning validation requirements in accordance with the constraints below.
- **Configuration:** Configure local computer(s), ACTIVENet, and hardware in accordance with preferred membership and/or alternate key scanning method and the constraints below.
- **Testing:** Validate a sample membership and/or alternate key with ACTIVENet and associated hardware.
- **Training:** Provide instruction to Client on the controls within the local computer(s), ACTIVENet, and hardware used for membership scanning.
- **Deployment:** Configure entry point hardware such as turnstiles and door locks.

TASKS

- **Planning:**
 - Client will
 - Provide a list of the membership scanning hardware to be configured
 - Ensure compatibility of the ACTIVENet or Team Axess gate kicker with all downstream hardware such as turnstiles or door locks
 - Active will work with Client to determine hardware compatibility based on the preferred method of scanning in accordance with the constraints below.
- **Configure:**

- Active will
 - Configure ACTIVENet in accordance with the preferred scanning method and the constraints below.
 - Guide client through configuration of the entry point computer(s) and hardware
- **Testing:** Active will guide client through validation of a membership and/or alternate key scan using the configured computer(s), hardware, in Client's ACTIVENet trainer environment.
- **Training:** Active will review the configuration and management settings within ACTIVENet as they pertain to the operation of the membership entry point.
- **Deployment:** Client will connect the ACTIVENet or Team Axess gate kicker to any downstream hardware such as turnstiles or door locks to ensure functionality.

DELIVERABLES

Membership and/or alternate key scanning in ACTIVENet using compatible scanning hardware which may include membership scanners, gate kickers, Team Axess hardware and/or the ACTIVENet entry point application in accordance with the constraints detailed below.

ASSUMPTIONS

- Client is empowered to represent their business interests as they pertain to the configuration and operation of the entry point.
- Client has administrative access to the computer(s) used for entry point scanning to configure and or modify system and application settings as needed.
- Client will perform work associated with each task within the allocated timeframe. Missed deadlines may result in rescheduling and additional cost to the Client.
- Client representative(s) will have access to ACTIVENet, internet, phone, and able to install and utilize remote desktop sharing software as needed

CONSTRAINTS

The Entry Point Service is bound to the following constraints:

- All services will be conducted remotely.
- All services will be conducted between 6am to 6pm PST, Monday-Friday, excluding North American holidays.
- Only hardware purchased from the ACTIVE Network and confirmed to be compatible with ACTIVENet can be implemented. Client should provide list of existing devices to Active verify compatibility.
- Barcode and magstripe scanning are supported in ACTIVENet.

- Client is responsible for installation and associated costs of hardware downstream of the gate kicker such as door locks or turnstiles
- ACTIVENet does not support virtual PC environments.
- Gate kicker setup includes verification that the signal sent from the entry point workstation is received by the gate kicker device. The connection of a gate kicker to additional hardware such as a door lock or turnstiles is outside of scope of entry point services.
- Entry point hardware requires Java to be installed on all entry point PCs
- Staff intervention is required to select valid non-default passes upon scanning.
- Entry points can be configured for “manned” or “unmanned” use.
 - Manned entry points display a prompt for staff which displays the information listed in Appendix A.
 - Scan frequency will be determined by the shorter of:
 - A staff member confirming or denying the membership upon scan
 - A countdown that is configurable by your organization
 - Unmanned entry points do not display a prompt but allow for immediate successive scans

ACCEPTANCE MANAGEMENT

Client approver will accept or reject the deliverable or service within ten (10) business days the receipt of the Active notification of completion. If Client approver does not accept or reject the deliverable or service within ten (10) business days, the deliverable will be considered accepted.

PAYMENT TERMS

- Compensation will be paid to Active for the services provided under this SOW according to the payment terms in the Agreement, and as specified in the Schedule # 00139050 between the parties.

APPENDIX A: TEAM AXESS

ACTIVE is partnered with Team Axess as an entry point hardware provider. Team Axess utilizes IP based hardware that is installed through Client's network. Client will be given IP(s) for each device that will be connected to the network. IP information should be provided to Active prior to the delivery of entry point services. Team Axess hardware must be installed by a representative from Team Axess prior to delivery of entry point services by Active.

APPENDIX B: BACKGROUND SCANNING

ACTIVENet offers an optional means of entry point validation using an entry point service application. The entry point service allows scanning to be conducted as a background task on the entry point PC. Scanning may be monitored on any workstation which is able to connect to ACTIVENet.

Background Scanning is subject to the following constraints:

- The Entry Point Server application must be installed locally on the scanning PC(s).
- Serial or serial emulated scanning hardware is required.
- Only one scanner can be used per entry point.
- Scanning hardware must be used for membership validation only. Separate devices must be installed to scan other items such as POS barcodes or to perform functions such as a membership inquiry from the entry point PC.
- Membership validation on alternate keys is not supported.
- Multiple membership passes per customer are not supported via background scanning. The entry point service will validate the default membership pass only. Default memberships can be configured at the customer level. Secondary passes cannot be validated through background scanning.
- Scanning sounds are only available when the ACTIVENet pass validation screen is active in a browser window. This requires logging into ACTIVENet.
- The ACTIVENet pass validation screen can be used for both background scanning and scanning via keyboard emulation.



Active Network Statement of Work

Technical Services
Single Sign On – AUI

www.ACTIVENetwork.com

CONFIDENTIAL AND PROPRIETARY — Information contained herein is intended for use by employees of Global Payments, Active Network, and their sales partners only. All trademarks contained herein are the sole and exclusive property of their respective owners.

This Statement of Work ("SOW") and all work performed and products and services delivered hereunder are subject to the terms, conditions and protections of the operative and mutually executed agreement, as amended, by and between Active Network, LLC ("Active") and Lake Havasu City ("Client") specified below ("Agreement"). Active and Client are each a "Party" and collectively the "Parties" to the Agreement and this SOW. The Parties hereby incorporate this SOW and all work and deliverables herein into the Agreement.

Agreement by and between Active and Client:

Schedule #00139050, and

Agreement Date: 9/19/2025

SINGLE SIGN ON – STAFF OVERVIEW

Single sign on services involves the planning, configuration, testing, and training required to enable single sign on via your organization's Identity Provider (IdP) for the ACTIVENet administrative (staff) user interface.

OBJECTIVES

- **Planning:** Determine a mutually agreeable integration specification based upon the constraints identified below and the constraints of your organization's IdP and source data
- **Configuration:** Configure ACTIVENet and your IdP to support single sign on
- **Testing:** Conduct end to end testing of single sign on service between your IdP and ACTIVENet for the administrative user interface in the ACTIVENet training environment
- **Training:** Provide instruction to your organization on the controls within ACTIVENet which manage user accounts
- **Deployment:** Enable the single sign on service between your IdP and ACTIVENet for the administrative user interface in the ACTIVENet production environment

TASKS

- **Planning:** ACTIVE will work with a representative from your organization to establish a mutually agreeable account specification that adheres to the constraints of your source system and to the constraints and specification detailed below. A representative from your organization will provide the following:
 - SAML SSO Login URL used to initiate IDP authentication.
 - Metadata provider URL
 - The metadata file from your IDP
 - A sample login name and password, which is valid in your source system, to be used for testing
- **Configure:** A representative from ACTIVE will configure ACTIVENet to connect to your IdP instance. A representative from your organization configure your organization's IdP instance as required.
- **Testing:** A representative from your organization will provide valid credentials from your organization's IdP instance. A representative from ACTIVE will guide a representative from your organization through all applicable login scenarios to validate authentication via ACTIVENet.
- **Training:** A representative from ACTIVE will review the configuration and management settings within ACTIVENet as they pertain to the operation of the single sign on. In addition, discuss method for Login Name updates, if applicable.
- **Deployment** A representative from ACTIVE will enable single sign on in your ACTIVENet production environment. A representative from your organization will enable single sign on in your organization's IdP.

DELIVERABLES

Single sign on service between your organization's instance of ADFS or Azure AD and your ACTIVENet production environment for staff access in the administrative user interface.

ASSUMPTIONS

- Client is empowered to represent the interests of your organization and can make configuration decisions as they pertain to your ACTIVENet site and your organization's IdP.
- Client representative(s) will have access to ACTIVENet, internet, phone, and able to install and utilize remote desktop sharing software as needed
- Client will provide data set that is suitable for testing in the training environment and deployment in the live environment within the scheduled service dates

- Client will perform work associated with each task within the allocated timeframe. Missed deadlines will result in rescheduling services at additional cost to your organization.

CONSTRAINTS

The single sign on services is bound to the following constraints:

- All services will be conducted remotely.
- All services will be conducted between 6am to 6pm PST, Monday–Friday, excluding North American holidays.
- ACTIVENet SSO for AUI is compatible with Microsoft ADFS and Azure AD only. No other identity providers are supported.
- ACTIVENet SSO via ADFS or Azure AD is available for staff users only. To establish SSO connection for customer accounts, please see *ACTIVENet SOW – Technical Services – Single Sign-on Customers*
- ACTIVENet standard login page can be removed at request (Only single sign on option appears)
 - Note that functionality within ACTIVENet will still require login credentials of the standard login method.
- Logins using SSO are automatically approved in the ACTIVENet AUI if they pass authentication at the organization's ADFS server, even if the passwords are expired in the ACTIVENet AUI.

ACCEPTANCE MANAGEMENT

Client approver will accept or reject the deliverable or service within ten (10) business days the receipt of the Active notification of completion. If Client approver does not accept or reject the deliverable or service within ten (10) business days, the deliverable will be considered accepted.

PAYMENT TERMS

- Compensation will be paid to Active for the services provided under this SOW according to the payment terms in the Agreement, and as specified in the Schedule # 00139050 between the parties.



Schedule

Company Address	Three Alliance Center, 29th Fl. 3550 Lenox Rd. #3000 Atlanta, GA 30326 US	Schedule #	00139050
		Created Date	9/19/2025
		Currency	USD
Customer Legal Entity Name	Lake Havasu City	Opportunity Owner	Jason Lezak
Schedule Signatory	Jess Knudson	Owner Email	jason.lezak@activenetwork.com
Schedule Signatory Email	knudsonj@lhcaz.gov		
Billing Entity	Lake Havasu City	Shipping Contact	Jenna Ebert
Billing Contact	Accounts Payable	Shipping Address	2330 McCulloch Blvd N. Lake Havasu City, AZ 86403 United States
Billing Address	2330 McCulloch Blvd N. Lake Havasu City, AZ 86403 United States	Total Processing Volume	USD 1,100,000.00

Product	Product Type	Description	Quantity	Fee %	Total Price
ACTIVE Captivate - Technical Services (ACTIVENet)	Professional Service	* remote deployment and training	1		
ACTIVE Captivate - Tier 5: ACTIVENet (invoiced annually)	Subscription Software		1		
ACTIVENet - Camps	NC		1		
ACTIVENet - Childcare	NC		1		
ACTIVENet - Facility Reservation	NC		1		
ACTIVENet - Flex Tier (invoiced annually)	Subscription Software	Includes access to: * Program & Activity Registration * Point of Sale (POS) / Equipment Lending * Marketing & Communications * Standard Reports * Facility Reservation + 4 of the following, as specified in Schedule: * Memberships * Donations & Fundraising * Private Lessons * League Management * Gateway/Insights APIs * Multilingual * Sandbox	1		15,000.00
ACTIVENet - Gateway API: Pro Integration (up to 600K API calls/month, invoiced annually)	Subscription Software	For the first three months of the Initial Term, Client is allowed unlimited API calls on the production and trainer environments. After the first three months, and for the remainder of the Initial Term, the subscription includes up to 600,000 API calls per month on production and 50,000 API calls on trainer environments.	1		2,000.00
ACTIVENet - Memberships	NC		1		



Schedule

ACTIVENet - Point of Sale (POS) / Equipment Lending	NC		1		
ACTIVENet - Program & Activity Registration	NC		1		
ACTIVENet - Public Interface Fee Setup (absorbed by agency)	NC		1		
ACTIVENet - Public Interface: Transaction Fee (%)	Transactional Software	Fee for consumer online transactions, separate from in-person (Staff Interface) transactions	1	3.00	
ACTIVENet - Remittance via ACH Configuration (daily)	NC	Daily remittances are processed by ACTIVE on non-holiday business days up to 4-6 days after the transaction day. Payments take one banking business day to settle after processing.	1		
ACTIVENet - SaaS					
ACTIVENet - Service Package: Standard (6)	Professional Service	<ul style="list-style-type: none"> * remote business process review * remote software review and data collection preparation * remote data collection review * remote data entry (system inventory and policy controls) * remote user testing * LMS training * remote supplemental training * remote Go-Live preparation * remote Go -Live support * remote hardware configuration * remote system optimization training 	1	23,975.00	
ACTIVENet - Staff Interface: Credit Card Fee (%)	Transactional Software		1	3.00	
ACTIVENet - Staff Interface: Credit Card Refund Fee (Flat)	Transactional Software		1	0.10	
ACTIVENet - Staff Interface: eCheque/eCheck Fee (%)	Transactional Software		1	0.50	
ACTIVENet - Support Package: Standard	Support and Maintenance		1		
ACTIVENet - Technical Services - Gateway/Insights APIs	Professional Service	<ul style="list-style-type: none"> * remote planning and training * assessment of data requirements * data extraction training 	1	1,000.00	
ACTIVENet - Technical Services: 3rd Party Data Conversion (Membership)	Professional Service	* remote configuration, testing and training	1		
ACTIVENet - Technical Services: Membership Entry Points	Professional Service	* remote configuration, testing and training	1		
ACTIVENet - Technical Services: Single Sign-On (Staff)	Professional Service	<ul style="list-style-type: none"> * remote planning and training * testing and training on authentication service 	1		



Schedule

ACTIVENet - Verifone Charging Base	Payment Device Hardware	This Hardware may be returned by Client within forty-five (45) days of its original purchase in its original packaging for a refund, subject to a USD \$35.00 / CAD \$48.00 Restocking Fee. See Third Party Hardware Product terms for more information	1		66.48
ACTIVENet - Verifone T650C Payment Device	Payment Device Hardware	This Hardware may be returned by Client within forty-five (45) days of its original purchase in its original packaging for a refund, subject to a USD \$35.00 / CAD \$48.00 Restocking Fee. See Third Party Hardware Product terms for more information	2		969.00
ACTIVENet - Verifone T650P Portable Payment Device	Payment Device Hardware	This Hardware may be returned by Client within forty-five (45) days of its original purchase in its original packaging for a refund, subject to a USD \$35.00 / CAD \$48.00 Restocking Fee. See Third Party Hardware Product terms for more information	1		517.00
ACTIVENet Connect (invoiced annually)	Subscription Software		1		
ACTIVENet Connect - Technical Services	Professional Service	* remote configuration, testing and training * enablement of configuration testing and training on application and associated reports	1		

Total Price

USD 43,527.48

Active reserves the right and may take additional measures to verify Client's account which may consist of reviewing publicly available data and/ confirmation of Client provided information. Such verification measures will be completed in advance of remittance.

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

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

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

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

Capitalized terms used in this Schedule and not defined have the meaning set forth in the General Terms or Product Terms, as applicable. By signing this Schedule, you agree to the terms and conditions, subject to change, governing your use of the Software and Services as set forth at:

Schedule Acceptance Information

Customer Legal Entity

Active Network, LLC

Signature:

Printed Name:

Title:

Date:

Signature:

Printed Name:

Title:

Date:



Government and/or Public Education Credit/Debit Card Processing Agreement Terms and Conditions

Welcome to Heartland Payment Systems®

1. Services

HPS will, during the term of this Agreement and pursuant to its terms and conditions, (a) be responsible for and will settle funds with the Merchant; (b) provide the following payment processing solutions to the Merchant: (i) Web Payment Solutions; (ii) Cashiering Payment Solutions as may be selected by Merchant on the Merchant Application.

2. Definitions

- 2.1 **“Account”** means a commercial checking account maintained by Merchant for the crediting of collected funds and the debiting of fees and charges pursuant to the terms of this Agreement.
- 2.2 **“ACH”** means the Automated Clearing House service offered by the Federal Reserve.
- 2.3 **“Agreement”** means this Merchant Processing Agreement, the Merchant Application and the Addendum, as applicable. This contract incorporates the Merchant Processing Agreement, the Merchant Application, and the Addendum, as applicable, by reference, with the same force and effect as if it were given in full text. Upon request, HPS will make their full text available.
- 2.4 **“Authorization”** means the act of obtaining approval from the Card Issuer for an individual Transaction.
- 2.5 **“Card”** means a valid credit, debit, charge or other payment card accepted by Merchant under this Agreement with HPS.
- 2.6 **“Cardholder” used interchangeably with Card Member** means the person or Card Member whose name is embossed upon the face of the Card.
- 2.7 **“Card Issuer”** means the financial institution or company that has provided a Card to the Cardholder.
- 2.8 **“Card-Not-Present Transaction”** means any Transaction for which required data is not electronically captured by reading information encoded in or on the Card and includes mail order, telephone order and Internet Transactions.
- 2.9 **“Card Schemes” used interchangeably with Card Brands** means Visa U.S.A., Inc., Visa International, Inc., MasterCard International, Inc., Discover Financial Services or any other Card Issuer that provides Cards that are accepted by Merchant under this Agreement with HPS, including on-line debit card Transactions and on-line debit networks.
- 2.10 **“Cashiering Payment Solution”** means an automated solution which will allow Cardholders to pay Merchant via an HPS-provided virtual terminal or physical terminal.

2.11 **“Chargeback”** means the procedure by which (i) a sales Transaction (or disputed portion thereof) is returned to HPS by a Card Issuer because such item does not comply with the Card Issuer’s applicable rules or operating regulations or for any other reason as provided in this Agreement and (ii) the Merchant’s Account is debited for such return.

2.12 **“Convenience Fee”** means a fee charged to a consumer that will cover the costs of providing the convenient alternative payment solutions such as the Web Payment Solution and certain Cashiering Solutions.

2.13 **“Credit Voucher”** means a document or transaction executed by Merchant evidencing any refund or price adjustment relating to products or services to be credited to a Cardholder account.

2.14 **“Debit Networks”** means the authorization networks utilized by Merchant for PIN Debit Transactions.

2.15 **“EMV Card”** refers to a form of smart payment card with technical standards originally created by Europay, MasterCard and Visa (EMV) embedded with a chip containing encrypted Cardholder account information, which is readable by an EMV-enabled device. An EMV Card may be used by: (1) inserting it into a card reader that is integrated with a point of sale system; or (2) by tapping it against a point of sale device’s contactless reader. Visit <http://www.emv-connection.com/> for more information on EMV.

2.16 **“EMV Transaction”** means the electronic acceptance of an EMV Card’s chip data by point of sale equipment or other electronic payment device at the time of Sale, and the inclusion of that data with the electronic submission of the Sale. Only a “Card Swipe”, “EMV Transaction” or its manual equivalent, an “Imprint” (solely to the extent expressly permitted by the Rules), is acceptable by the Card Scheme as proof that the Card was present at the time of the Sale.

2.17 **“HPS”** means collectively Heartland Payment Systems, Inc., and its sponsoring banks, and other vendors and subcontractors.

2.18 **“Member Sponsor Bank”** is a bank that has obtained a membership with the Card Brands to allow processor access to the Card Brand Networks.

2.19 **“Merchant”** generally means the party identified as the recipient of this Agreement. It can cover the merchant itself and any third party that may be associated with them (i.e. VARs, gateway providers etc.).

2.20 **“MCC” also known as “Merchant Category Code”** is a 4-digit number used to describe the Merchants primary business.

2.21 **“Outbound Telemarketing Transaction”** means a transaction in which a sale of products or services results from a Merchant-initiated contact with a Cardholder via a telephone call, or a mailing (other than a catalog) that instructs the Cardholder to call the Merchant.

2.22 **“Pass Through”** means charging the Merchant the precise amount of monies designated as Interchange, Costs, Dues, Assessments and Fees as per the Card Schemes. Pass Thru or Pass Through means no mark-ups are taken by the Payment Processor or any other party when Interchange, Dues, Fees, Costs and Assessments are collected from the Merchant.

2.23 **“Payment Facilitator”** is a merchant of record who facilitates transactions on behalf of a sub-merchant whose volume is less than USD 100,000 in MasterCard and Maestro volume combined.

2.24 **“Payment Service Provider (PSP)”** is an entity contracting with a Visa, Discover or American Express member to provide payment services to sponsored merchants. The new term PSP replaces the old terminology IPSP which now includes all commerce type aggregation, including face-to-face in addition to ecommerce merchant aggregation.

2.25 **“Products”** means all goods and payment services that are sold or offered by the Merchant.

2.26 **“Rules”** means the operating regulations, requirements terms and conditions of the Card Schemes presently in effect and as they may be amended from time to time.

2.27 **“Sales Draft”** means an electronic receipt evidencing a sales Transaction.

2.28 “**Sub-merchant**” is a customer conducting business through a Third Party relationship acting as a Payment Facilitator (PF) or Payment Service Provider (PSP).

2.29 “**Third Party Agent (TPA)**” means entities that have been engaged by a Merchant or a member to perform contracted services on behalf of that Merchant or member, including value add resellers (VARs) and payment gateway providers.

2.30 “**Transaction**” means any retail sale of Products or Services, or credit therefore, from a Merchant for which the customer makes payment using any Card presented to HPS for payment.

2.31 “**Virtual Terminal**” means a credit Card processing equipment on a secure server on the Internet whereby Merchant can key enter credit Card Transactions manually.

2.32 “**Voice Authorization**” means an Authorization obtained by a direct-dialed telephone call.

2.33 “**Web Payment Solution**” may be used interchangeably with “Heartland/TouchNet Hosted Website” and means an automated solution that will allow Cardholders to pay a Merchant on a hosted website.

3. Data Security Requirements

3.1 The PCI Security Standards Council (“PCI SSC”) was founded by American Express, Discover Financial Services, JCB, MasterCard Worldwide and Visa, Inc. All five founders agreed to incorporate PCI Data Security Standards (“PCI DSS”) as the technical requirements of each of their data security compliance programs. The PCI SSC is responsible for the Payment Application Data Security Standard (“PA-DSS”) and PIN Transaction Security Requirements for PIN-Entry Devices (“PED”).

More information, including the complete PCI DSS specifications can be found at www.pcisecuritystandards.org.

Each of the Card Schemes has requirements based on PCI DSS that define a standard of due care and enforcement for protecting sensitive information. Merchant must meet the compliance validation requirements defined by the Card Schemes available at:

www.visa.com/cisp
www.mastercard.com/sdp

www.discovernetwork.com/fraudsecurity/disc.html
www.americanexpress.com/datasecurity - For American Express Direct Merchants Only.

The Card Schemes or HPS may levy fines, suspend or terminate services, or impose other restrictions if it is determined that Merchant is not compliant with applicable security standards. Merchant is responsible for all fines and fees assessed by any Card Scheme in connection with violation of data security standards.

3.2 Merchant must keep all systems and media containing account, cardholder or transaction information (physical or electronic, including but not limited to account numbers, card imprints, and terminal identification numbers) secure and prevent access by or disclosure to anyone other than Merchant’s authorized personnel. Merchant must destroy, in a manner that will render the data unreadable, all such media that Merchant no longer deems necessary or appropriate to store (except for Sales Drafts maintained in accordance with this Agreement, applicable law, or Rules). Merchant must also ensure proper destruction of Cardholder, Transaction or system information (physical or electronic, including but not limited to account numbers, card imprints, and terminal identification numbers) prior to selling, storing, or disposing of any terminal.

4. Rights, Duties, and Responsibilities of Merchants

4.1 Merchant agrees that during the term of this Agreement HPS shall be the primary provider for all payment processing services provided hereunder.

4.2 Merchant’s policy for the adjustment of payment rendered shall be disclosed to the Cardholder before a Card sale is made. If Merchant does not make these disclosures, a full refund in the form of a credit to the

Cardholder's Card account must be given. In no circumstances shall any cash refunds be given on any item originally charged to a card.

- 4.3** MERCHANT ACKNOWLEDGES THAT AN AUTHORIZATION DOES NOT CONSTITUTE (A) A WARRANTY THAT THE PERSON PRESENTING THE CARD IS THE RIGHTFUL CARDHOLDER, OR (B) A PROMISE OR GUARANTEE BY HPS THAT IT WILL PAY OR ARRANGE FOR PAYMENT TO MERCHANT FOR THE AUTHORIZED TRANSACTION. AN AUTHORIZATION DOES NOT PREVENT A SUBSEQUENT CHARGEBACK OF AN AUTHORIZED TRANSACTION PURSUANT TO THIS AGREEMENT.
- 4.4** Merchant shall at all times maintain a direct deposit account (the "Account" or "DDA"), in good standing, at a bank that is a Receiving Depository Financial Institution (RDFI) of the Federal Reserve Bank ACH System or other ACH settlement network. Merchant represents and warrants to HPS that: (a) the Account will always be in the same legal and DBA (if applicable) name as Merchant's name on the Merchant Application; (b) Merchant will own and maintain control of the Account and will keep such Account open at all times during which a provision of this Agreement is in effect; and, (c) the Account will not be associated with any merchant processing activity that is illegal or prohibited by the Rules or applicable law, including without limitation merchant processing activity associated with other accounts and/or processors. Merchant agrees that all credits for collected funds shall be made automatically to the Account. Merchant also agrees that it is responsible for all fines, fees, Chargebacks, Credit Vouchers, payments and adjustments and other amounts due under the terms of this Agreement (including but not limited to attorneys' fees and early termination charges) which shall be automatically made to the Account. Merchant shall not close, restrict or change the Account without prior written approval from HPS. Merchant agrees to pay HPS a twenty-five dollar (\$25.00) fee on all returned ACH items. Merchant is solely liable for all fees and all overdrafts, regardless of cause. HPS shall have the unlimited right to debit without prior notice, any Account containing funds for the purpose of satisfying any liability incurred on behalf of Merchant.
- 4.5** Merchant shall not deposit any Transaction for the purpose of obtaining or providing a cash advance, or make a cash disbursement to any other Cardholder (including Merchant when acting as a Cardholder), or receive monies from a Cardholder and subsequently prepare a credit to Cardholder's account.
- 4.6** As partial consideration for this Agreement, Merchant expressly authorizes HPS to change the Member Sponsor Bank providing settlement services to Merchant. Merchant agrees to execute all necessary documents enabling HPS to effect such change, as may be required by HPS.
- 4.7** Merchant agrees to accept Cards in accordance with the terms of this Agreement, will not process transactions or re-direct payments on behalf of another entity, and accepts American Express as a third party beneficiary, without obligations, under this Agreement. Merchant is not a third party beneficiary of any Agreement between HPS and American Express.
- 4.8** Merchant shall give HPS immediate written notice of any complaint, subpoena, Civil Investigative Demand or other process issued by any state or federal governmental entity that alleges, refers or relates to any illegal or improper conduct of Merchant. Failure to give such notice shall be deemed to be a material breach of this Agreement.
- 4.9** Merchant shall not be assessed a Chargeback Fee for the first three Chargeback requests processed in any 12-month period beginning with the Merchant's anniversary date. Once three Chargeback requests have been submitted by the Card Scheme or Bank in any such 12-month period, HPS shall bill the Chargeback Fee applicable at that time. For purposes of this Section 4.9, the anniversary date shall be the date of Merchant's first deposit with HPS unless otherwise designated by HPS.
- 4.10** Merchant shall ensure HPS has the correct business taxpayer ID ("TIN") and legal name on file for Form 1099-K tax reporting purposes. Any merchant reporting an invalid TIN and legal name combination is subject to backup withholding of an amount as defined by applicable state tax and IRS regulations.
- 4.11** Merchant shall at all times comply with the Rules and operating regulations of each of the Card Schemes and American Express as well as all applicable federal, state, and local, rules and regulations. Moreover, in the event of Merchant's non-compliance, Merchant accepts the responsibility for the payment of any and all fees and penalties levied because of its non-compliance.

4.12 Merchant agrees that it will not knowingly introduce into HPS' System any virus, "time bomb", or any other contaminant, including but not limited to, codes, commands, or instructions that could damage or disable HPS' System or property.

4.13 Merchant shall assume responsibility for managing the repair of problems associated with Merchant's own telecommunications and processing system (both hardware and software), including terminals.

4.14 MSP/TPA/PSP/PF must comply with all Rules as set forth in this Agreement and the following websites: <https://usa.visa.com/dam/VCOM/download/merchants/third-party-agent-due-diligence-risk-standards.pdf> <https://www.mastercard.us/content/dam/public/mastercardcom/na/global-site/documents/mastercard-rules.pdf>

4.15 Payment Service Provider (PSP)/ Payment Facilitator (PF) agrees to promptly disclose to their Sub-merchant any new or increased Card Scheme related Dues, Assessments and Fees, including but not limited to Convenience fees, in accordance to the contracted services performed by the Merchant.

4.16 Merchant must meet requirements as defined by the Card Schemes. Information is available at: www.visa.com www.mastercard.com www.discovernetwork.com www.americanexpress.com/merchantopguide www.americanexpress.com - For American Express Direct Merchants Only.

4.17 In the event that Merchant has elected to receive Tokenization Services, the following terms and conditions of this Section 4.17 shall apply with respect thereto. HPS will tokenize each cardholder primary account number ("PAN") submitted to HPS by Merchant in connection with a Transaction. HPS's tokenization of each PAN submitted to HPS by Merchant will occur after Authorization. Merchant hereby acknowledges that tokens may be assigned to a token group which may be shared among other HPS merchants. Merchant further acknowledges and agrees that all tokens provided or created in connection herewith remain the sole and exclusive property of HPS and cannot be transferred or removed from HPS and will not follow Merchant to any other provider without prior written approval from HPS, which approval may be approved or withheld by HPS in its sole discretion.

5. Debit Card Processing

5.1 Merchant understands and agrees that HPS and Bay Bank, FSB or any other bank to which this agreement is assigned is a sponsored affiliate or member of each debit network and HPS is a service provider for processing Merchant's debit card Transactions pursuant to the terms herein.

5.2 Any claims Merchant may have regarding Debit services may not be offset against Bankcard sales.

5.3 Debit transactions are governed by network regulations as well as federal and state laws and regulations, including but not limited to the Electronic Funds Transfer Act, and Regulation E, pursuant to which consumers may have up to sixty (60) days to dispute a Transaction. Merchant shall comply with all applicable federal, state and local laws and regulations.

6. Fees

6.1 HPS may amend the Fees set forth in the Merchant Application as follows: If Convenience Fees are fixed, then HPS may amend such Fees if (i) any Card Scheme or third party changes its fees with HPS, including American Express fees, in the event that Merchant's American Express status changes or (ii) the average ticket size increases from the average ticket size of the previous thirty (30) day period. If Convenience Fees are percentage-based, then HPS will only amend such Fees if any Card Scheme or third party changes its fees with HPS. The amended Fees shall be effective on the date specified in a written notice thereof, which date shall not be fewer than fifteen (15) days after the date of notice. Merchant shall attach each such revised Schedule of Fees, or written notice to the Merchant's copy of this Agreement.

6.2 Merchant shall pay all applicable sales taxes for services and products provided by HPS.

6.3 Merchant shall pay such fees and charges as may be set by HPS for any requested system enhancements or services in addition to those specified herein or in the Merchant Application or as may be requested by applicable law or changes in Card Scheme Rules.

7. Rights, Duties and Responsibilities of HPS

7.1 Merchant acknowledges that HPS may provide payment transaction processing services hereunder through contracts or subcontracts with third parties engaged in the business of transaction processing and authorizations, and specifically authorizes such third parties to exercise all of the rights of HPS hereunder. Upon request in writing by Merchant, HPS will identify the third parties involved in Merchant's processing.

7.2 HPS may, through its performance of the Services, provide Merchant with access to equipment and other hardware, software, including interface applications, processes and other such tangible or intangible property of HPS. HPS retains all ownership rights to such property and does not provide any license or any other use other than as specifically set forth herein.

7.3 HPS will accept all Sales Drafts deposited by Merchant that comply with the terms of this Agreement. HPS will pay to Merchant the total face amount of each Sales Draft, less any Credit Vouchers, or adjustments determined. All payments, credits and charges are subject to audit and final review by HPS and prompt adjustment shall be made as required. Notwithstanding any other provision in this Agreement, HPS may refuse to accept any Sales Draft, revoke its prior acceptance, or delay processing of any Sales Draft for any reasonable period of time, as HPS deems necessary and appropriate. HPS shall have no liability to Merchant for additional charges, higher rates, or any other loss, expense or damage Merchant may incur directly or indirectly due to any such refusal, revocation or delay.

7.4 HPS will accept all customer service calls and other communications from Merchant, relating to the services provided under this Agreement including, but not limited to, equipment service, disbursement of funds, account charges, Merchant statements and Chargebacks. Merchant waives any claim relating to amounts charged to Merchant or amounts paid to unless presented within forty-five (45) days of statement date.

7.5 HPS will process all requests for Sales Drafts and Chargebacks from Card Issuers and will provide Merchant with prompt notice of requests and Chargebacks.

8. Chargebacks

8.1 Merchant agrees to pay HPS the actual amount of any Transaction processed by HPS pursuant to this Agreement whenever any Card or Debit Transaction is reversed.

8.2 Merchant agrees to pay HPS any fees or fines imposed on HPS resulting from Chargebacks and any other fees or fines imposed with respect to or resulting from acts or omissions of Merchant.

8.3 HPS agrees to mail or electronically transmit all Chargeback documentation to Merchant promptly at Merchant's address shown in the Merchant Application. Merchant is responsible for verifying its monthly statement and its daily deposit for Chargebacks and Chargeback handling fees pursuant to this Agreement. Merchant shall notify HPS in writing within forty-five (45) days after any debit or credit is or should have been affected. If Merchant notifies HPS after such time, HPS shall not have any obligation to investigate or effect any such adjustments.

Any voluntary efforts by HPS to assist Merchant in investigating such matters after the 45-day notification has expired, shall not create an obligation to continue such investigation or any future investigation. Merchant must provide all information requested by HPS by the time specified in a request for information; failure to do so shall constitute a waiver by Merchant of its ability to dispute or reverse a Chargeback or other debit, and Merchant shall be solely responsible. If HPS elects, in its sole discretion, to take action on a Chargeback or other debit after the time specified to respond has expired, Merchant agrees to pay all costs incurred by HPS. Merchant agrees to pay HPS a processing fee for Sales Draft retrieval requests at HPS discretion.

9. Limitation of Liability: Due Care

- 9.1 Except as provided in section 9.4 hereof, HPS's sole liability to Merchant hereunder shall be to correct, to the extent reasonably practical, errors that have been caused by HPS, except that any claim by the Merchant relating to statement accuracy or amounts owed by HPS to the Merchant is waived unless presented within forty-five (45) days of statement date.
- 9.2 No claim for damages for any performance or failure of performance by HPS under this Agreement shall exceed the Convenience Fee amount and any other fees or charges paid to HPS in connection with the Card Transaction that is the subject of the alleged failure of performance.
- 9.3 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INDIRECT, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES, AND BUSINESS OPPORTUNITIES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. Without limitation of the foregoing, HPS shall not be liable to Merchant for delays in data transmission. Merchant acknowledges that any losses pursuant to this Agreement are commercial in nature.
- 9.4 HPS MAKES NO WARRANTY WHATSOEVER REGARDING CARD AUTHORIZATIONS, DECLINES OR REFERRAL CODES, RESPONSES TO REQUESTS FOR AUTHORIZATION, PROCESSING, SETTLEMENT, OR ANY OTHER SERVICES PROVIDED BY OR ON BEHALF OF HPS HEREUNDER, AND HPS HEREBY DISCLAIMS ANY AND ALL SUCH WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, and HPS shall have no liability to Merchant or any other person for any loss, liability or damage arising directly or indirectly in connection herewith. Without limitation of the foregoing, Merchant acknowledges that HPS has no liability or responsibility for the actions of any Card Scheme, Card Issuer or Cardholder.
- 9.5 Merchant agrees to abide by the limitations of liability as set forth in this Agreement, and also agrees that neither Party shall be liable for delays in processing or other non-performance caused by such events as fires; telecommunications failures; equipment failures; strikes; riots; war; non-performance of vendors, suppliers, processors or transmitters of information; acts of God or any other causes over which the Party has no control.
- 9.6 In this Section 9, "HPS" includes each of HPS and American Express.

10. Display of Materials: Trademarks

- 10.1 If permissible under state law, Merchant agrees to prominently display the promotional materials provided by HPS in its place(s) of business or on an eCommerce site whereby Card Scheme logos must prominently be displayed. Use of promotional materials and use of any trade name, trademark, service mark or logo type ("Marks") associated with Card(s) shall fully comply with specifications contained in applicable Card Scheme operating regulations.
- 10.2 Merchant shall not use any promotional materials or Marks in any way that suggests or implies that a Card Scheme endorses Merchant's products or services.
- 10.3 Merchant agrees that it will discontinue use of any Mark of a Card Scheme wherever such Marks are displayed, including on the Merchant's website(s), once (a) this Agreement is terminated or expires or (b) Merchant discontinues acceptance of a Card or participation in a Card Scheme Program.

11. Term: Termination

- 11.1 This Agreement shall become effective upon acceptance of the first Merchant deposit by HPS and shall continue in effect for a term of thirty-six (36) months therefrom. Thereafter, this Agreement will automatically renew for additional twelve (12) month periods unless terminated by any party by giving ninety (90) days written notice prior to the end of any term, except that in case of an Event of Default by Merchant or as required by a Card Scheme, this Agreement may be terminated by HPS immediately, and HPS shall give Merchant written notice within fifteen (15) days thereafter.

11.2 In the event HPS fails to provide the Services as stated herein, prior to exercising any right of termination, Merchant must (i) notify HPS of such breach; (ii) give HPS a reasonable period to cure, depending on the nature of the breach. The parties shall agree on the duration of such reasonable period in writing; and if, HPS is unable to cure within such time, Merchant may terminate this Agreement subject to the terms herein.

11.3 If any of the following events shall occur (each an "Event of Default"):

- (i) Merchant shall default in any material respect in the performance or observance of any term, covenant, condition or agreement contained in this Agreement; or
- (ii) A reasonable belief by HPS that Merchant will constitute a risk to HPS by failing to meet the terms of this Agreement; or
- (iii) Material adverse change in the business, financial condition, business procedure or services of Merchant; or
- (iv) any information contained in the Merchant Application was or is incorrect in any material respect, is incomplete or omits any information necessary to make such information and statements not misleading to HPS; or
- (v) irregular Card sales or credits by Merchant, Card sales substantially greater than the average ticket amount stated on Merchant's Application, excessive Chargebacks or any other circumstances which in the sole discretion of HPS, may increase the risk of Merchant Chargebacks or otherwise present a financial or security risk to HPS; or
- (vi) reasonable belief by HPS that Merchant is engaged in practices that involve elements of fraud or conduct deemed to be injurious to Cardholders, including, but not limited to fraudulent, prohibited or restricted Transaction(s); or
- (vii) any voluntary or involuntary bankruptcy or insolvency proceedings involving Merchant, its parent or an affiliated entity, or any other condition that would cause HPS to deem Merchant to be financially insecure; or
- (viii) Merchant engages in any Outbound Telemarketing Transactions; or
- (ix) Merchant or any other person owning or controlling Merchant's business is or becomes listed in any Card Scheme's security reporting;

Then, upon the occurrence of any Event of Default, all amounts payable hereunder by Merchant to HPS shall be immediately due and payable in full.

11.4 In the event of termination, regardless of cause, Merchant agrees that (a) all obligations and liabilities of Merchant with respect to any Sales Draft or Credit Voucher presented prior to the effective date of termination shall survive such termination and expressly authorizes HPS to withhold and discontinue the deposit to Merchant's Account for all Card and other payment transactions of Merchant in the process of being collected and deposited; and (b) it will discontinue all use of Marks of a Card Scheme or HPS.

11.5 Merchant agrees that all obligations incurred or existing under the terms of this Agreement as of the date of termination, shall survive such termination. After the termination or expiration of the terms of the agreement, Client shall discontinue using and shall remove all hyperlinks, signs, displays or other materials containing the name or logo of HPS/TouchNet and/or its suppliers.

11.6 Neither the expiration nor termination of this Agreement shall terminate the obligations, or rights of the parties pursuant to provisions of this Agreement, which by their terms are intended to survive or be perpetual or irrevocable.

11.7 If any Event of Default shall have occurred and be continuing, HPS may, in its sole discretion, exercise all of its rights and remedies under in equity, contract or applicable law, including, without limitation, those provided in this Agreement.

11.8 The provisions governing processing and settlement of Card Transactions, all related adjustments, fees and other amounts due from Merchant and the resolution of any related Chargebacks, will continue to apply after termination of this Agreement until all Card Transactions made prior to such termination are settled or resolved. Upon termination of this Agreement, Merchant agrees to promptly send HPS all data relating to Card Transactions made to the date of termination.

12. Terminated Merchant File

12.1 If Merchant is terminated for any of the reasons specified as cause by Visa, MasterCard and Discover Network, HPS may report Merchant's business name and the names and other identification of its principals to the terminated merchant file. Merchant expressly agrees and consents to such reporting, and HPS shall have no liability to Merchant for any loss, expense or damage Merchant may sustain directly or indirectly due to such reporting.

13. Notices

13.1 All notices and other communication required or permitted under this Agreement shall be deemed delivered when mailed first-class mail, postage prepaid, addressed to the Merchant at the address stated in the Merchant Application and to HPS at the address set forth below, or at such other address as the receiving party may have provided by written notice to the other:

Heartland Payment Systems, LLC

Attn: Customer Care
One Heartland Way
Jeffersonville, IN. 47130
Phone: (888) 963-3600

Member Sponsor Banks

Issues Regarding Credit Cards

Deutsche Bank Trust Company Americas

Cash Management
1 Columbus Circle, New York NY, USA 10019-8735
Email: COMPL.Card_Acquiring@list.DB.com

Wells Fargo Bank, N.A.

P.O. Box 6079
Concord, CA 94524
Phone: (844) 284-6834

Issues Regarding Debit Cards

PB&T BANK

301 West 5th Street
Pueblo, CO. 81003
(888) 728-3550

14. Additional Terms

14.1 Truth of Statements: Merchant represents to HPS that all information and all statements contained in the Merchant Application are true and complete and do not omit any information necessary to make such information and statements not misleading to HPS.

14.2 Entire Agreement: This Agreement constitutes the entire understanding of HPS and Merchant and supersedes all prior agreements, understanding, representations, and negotiations, whether oral or written between them.

14.3 Amendments: Except as otherwise provided herein, no provision of this Agreement may be waived, amended or modified except in writing signed by an authorized representative of each party.

14.4 No Waiver of Rights: Any failure of a Party hereto to enforce any of the terms, conditions or covenants of this Agreement shall not constitute a waiver of any rights under this Agreement.

14.5 Section Headings: All section headings contained herein are for descriptive purposes only, and the language of such section shall control.

14.6 Assignability: Neither Party hereto may assign this Agreement directly or by operation of law, without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld, either party may assign this Agreement to a parent, subsidiary, or affiliate without the other's consent. This Agreement shall be binding upon the parties hereto, their successors and permitted assigns. Any assignment without the prior written consent of the non-assigning party shall be void.

14.7 Damages: In any judicial or arbitration proceedings arising out of or relating to this Agreement, including but not limited to these actions or proceedings related to the collection of amounts due from merchant, the providing party shall recover, in addition to all damages awarded, all court costs, fees and expenses of experts.

14.8 Relationship of the Parties: Nothing contained herein shall be deemed to create a partnership, joint venture or, except as expressly set forth herein, any agency relationship between HPS and Merchant.

14.9 Severability: If the performance by either party of any provision of this Agreement is determined to be unlawful or in violation of any state, federal or local statute, law, ordinance, regulation or rule, or of the rules of any Card Scheme, said party shall seek to cure the illegality or violation within thirty (30) days following the date that such party is first informed of such violation or illegality. If such cure is not affected within such thirty (30) days period, the illegal or violating provision shall be null and void, and this Agreement shall remain in full force and effect and the parties shall use their best efforts to agree upon legal and non-violating substituted provisions that will serve the intent of the parties.

14.10 Privacy Policy: All financial and personal information about Merchant and a Merchant's vendors and suppliers, is considered confidential data. Merchant acknowledges and agrees that this information or other personal information will be used only in connection with the services provided by HPS and third parties designated by HPS to Merchant under the terms of this agreement and the performance of this Agreement. Notwithstanding the foregoing or anything else contained herein, Merchant information may be provided by HPS to any third party including but not limited to, Card Schemes, collection agencies, financial institutions or organizations, or merchant associations in the event of a default by merchant in any obligation under this agreement.

14.11 Governing Law: This Agreement shall be construed and governed by the laws of the state of in which the government or public educational entity is located without regard to legal principles related to conflict of laws.

14.12 Jurisdiction & Venue: Any suit, action or proceeding (collectively "action") arising out of or relating to this Agreement shall be brought only in the courts of the state of which the government or public educational entity is located or in the applicable United States District Court. The parties hereto agree and consent to the personal and exclusive jurisdiction of said courts over them as to all such actions, and further waive any claim that such action is brought in an improper or inconvenient forum. In any such action, the parties waive trial by jury.

14.13 No Third Party Beneficiary. Under no circumstance, shall any third party be considered a third party beneficiary of Merchant's rights or remedies under this Agreement or otherwise be entitled to any rights or remedies of Merchant under this Agreement.

14.14 Changes: HPS may change the terms of or add new terms to this Agreement at any time in accordance with applicable law. Any such changes or new terms shall be effective when notice thereof is given by HPS either through written communication or on its merchant website located at <https://infocentral.heartlandpaymentsystems.com>.

14.15 Public Statements. Merchant shall obtain the prior written consent of HPS prior to making any written or oral public disclosure or announcement, whether in the form of a press release or otherwise, which directly or indirectly refers to HPS.

15. Optional Card Brand Fees:

Convenience Fee: A fee charged to the Cardholder by the Merchant for a true convenience for accepting a credit or debit card. Examples of a "true convenience" are payment through the internet, mail order or phone order. All Card Schemes allow merchants to charge a convenience fee. All Card Schemes must be charged equally.

Merchant is required to disclose the fee to the Cardholder and provide the Cardholder with the opportunity to cancel the Transaction, if the Cardholder does not want to pay the convenience fee. In addition to the foregoing, (i) Visa requires Merchants to have a brick and mortar location in order to be allowed to charge a convenience fee; (ii) MasterCard requires processors to register any government or education merchant; and (iii) AMEX requires that the convenience fee be shown as a separate charge on the Cardholder's receipt for the goods or services.

Surcharge: A charge in addition to the initial amount of the sale on a credit card to cover the merchant's cost of acceptance. All Card Schemes allow surcharging. Visa, MasterCard and Discover require Merchants to register with the Card Schemes. The Merchant is required to disclose the fee at the entry of its establishment and at the point of sale. The Cardholder must be given the opportunity to cancel the Transaction if they do not want to pay the surcharge fee. The amount of the charge cannot exceed the amount of the Merchant's discount fee on Visa, MasterCard and Discover and is capped at 4%. The surcharge must appear on the sales receipt separately from the sales amount. All Card Schemes must be charged equally. Currently there are several states that prohibit surcharging. Merchants should check their state and local laws prior to initiating a surcharge.

Service Fee: Visa allows government and education merchants to charge a different type of fee called a "service fee". This fee is assessed for accepting payments for taxes, fees and fines for government MCCs and for tuition, room and board, lunch programs, etc. for education MCC merchants. The service fee can be charged on credit and debit Transactions, in a face-to-face or card not present environment. The service fee must appear separate from the sales amount on the receipt. Merchants must be registered through Visa. Service fee must be disclosed prior to completion of the transaction, allowing the cardholder to cancel the Transaction if they do not wish to accept the service fee. MasterCard allows government and education merchants to charge "convenience fees" and has no separate "service fee" for these MCCs.

Other Fees: Handling fees and payment fees are allowed on all Card Schemes as long as these fees are charged on all payment channels; cash, checks, ACH, etc. These are not governed by the Card Schemes specifically. State and local laws may apply and merchants should ensure the fees are allowed in their area of business.

EXHIBIT B

Parks and Recreation - Checklist for Vendors

Existing System	Vendor System (Place an "X" if system has feature)	Comments
Current System		
• Customers can browse and register for various general activities, classes, events, and sports.	X	
• Customers can reserve park spaces, rent rooms, and rent ramadas.	X	
• Parks and Recreation Users can configure and generate reports.	X	
• Training has been a major issue with the current system. Robust and easy to access training will be available for new system.	X	We provide comprehensive training during implementation, along with access to hours of instructional videos and step-by-step tutorials for all staff.
• Current system is used by field workers.	X	
• Supports seasonal fluctuations in the registration volumes.	X	We work with some of the largest cities in North America, including Phoenix near you, and our system does not crash during peak volume registration times.
Gaps Identified		
• Ease-of-use issues and lack of training make current system undesirable to use to its fullest.	X	
• A difficult online registration process for end users makes it desirable to search for different technology.	X	Our mobile-friendly, intuitive platform reduces calls to staff, saving valuable time.
• Current system lacks training environment, or test environment where training can take place before moving to Production. For example, during some upgrades, new screens appear on the user interface in the production environment which leave the end users surprised, and at times they do not have training on the new screens.	X	ACTIVE Net has a Live and Trainer DB. Trainer can be copied from Live at any time by a user with permission to click the link.
• Current system cannot automatically block customers if they do not have proper documentation for athletic field use. Must have correct insurance, business license, background checks, etc.		Further conversation required to discuss best practices for this.
• Current system does not send notification email to customers that insufficient information was provided if they attempt to sign up.		Is this about account creation? Or registration? More context will help.
• Current system does not have ability to Automatically pend certain applications, according to user configuration, and send an alert to affected citizen users.		Further conversation required to discuss best practices for this.
• Missing from the current system is a report listing the available facilities, rooms, ramadas, park spaces.	X	ACTIVE Net has a Facility Configuration report that will list all facilities and how they are configured.
• Missing from the current system is a report listing all classes and activities, and number of enrollments filled against number of openings per class.	X	Activity Totals report.
• Missing from the current system is a notification process for Program Coordinators to receive notifications to approve applications with documents attached (e.g., insurance documents).		Further conversation required to discuss best practices for this.
• Currently it has been identified that there are too many processes for different Parks and Recreation divisions. It would be desirable to consolidate more of the processes on a single platform.	X	
Functional Requirements		
Membership Management		
• Users can purchase and renew memberships, including annual passes and subscriptions.	X	
• Administrators can manage membership plans, track member activity, and enforce access controls based on membership levels.	X	
○ Membership types	X	
○ Discounts	X	
○ Rewards		
Activity Registration		
• Currently, registration is done online or in person.	X	
• Parks and Recreation staff who are assigned to the relevant security role will be able to override registrations.	X	We have the capability to create unlimited user profiles, with each staff member assigned customized permissions.
• Users can browse and register for various general activities, classes, events, and sports.	X	
• Administrators can create and manage activity listings with detailed descriptions, schedules with beginning and ending dates and times, and participant limits.	X	
• Classes and activities will be entered by Program Coordinators, who all need access privileges to accomplish this so one person does not have to enter all classes on behalf of Program Coordinators.	X	
• Special Events are currently managed by the Community Engagement team. If possible the new system should integrate with the community engagement software. Or the new system can manage special events and send updates to the community engagement software.	X	Further conversation needed on the scope of this integration.
Reservations: Facility Scheduling, Athletic Field Use, Ramadas		
• Users can view availability and book facilities such as ramadas, rooms, and picnic areas.	X	Availability is displayed online with various booking options tailored to each type of facility.
• Administrators can manage facility schedules, including recurring bookings and maintenance periods.	X	
• Facility use permits must be completed and approved prior to completing a reservation.	X	We can incorporate waivers directly into the reservation process, eliminating the need for any paper forms.

• For Athletic Field Use, the system will block customers from completing reservations if they do not have the appropriate documentation. Insurance proof, business license, health check, and background check must be approved.		
• The system supports real-time availability checking and instant booking confirmation.	x	
• The reservation system can output a calendar which is printable and legible for customers. Currently, a software called "CalendarCreator" is used, the new system can replace or interface with CalendarCreator.	x	
Point of Sale (POS)		
• The system shall integrate with a POS system, or include a POS system, for processing payments for memberships, classes, events, and merchandise.	x	
• Lake Havasu City currently has a POS system which extends to multiple departments; if possible, integration with existing POS would be fine.		Further conversation needed to determine scope of integration.
• The system shall support various payment methods, including credit/debit cards, mobile payments, checks, electronic checks, and cash.	x	We are owned by Global Payments, and processing all transactions through us ensures a smoother, more seamless experience with PCI level 1 compliance.
Reporting and Analytics		
• Generate detailed reports on facility usage, activity registrations, membership sales, and financial performance.	x	We provide 300 plus standard reports plus an insights tool for customized reports, all included.
• Provide customizable dashboards and data visualizations for quick insights.	x	HUB reporting allows you to access your data with any BI tool you wish. HUB comes with over 25 pre-built reports for PowerBI.
• Accurate and timely financial reporting is critical.	x	In addition to many financial reports, we offer the capability to generate a file that can be seamlessly imported into your financial accounting software.
Mobile Access		
• Mobile applications for both staff users and customers to manage reservations, registrations, and payments with mobile technology.	x	
• Ensure compatibility with both Apple and Android devices.	x	
Email and Text Notifications		
• Automated notifications for registration confirmations, upcoming events, and payment reminders.	x	
• Customizable templates for different types of notifications.	x	
• The new system should include a mass email feature. This feature could either replace or integrate with the current software used for mass emailing which is called "MailChimp".	x	We recently launched an updated version of our communication tool, making the process more intuitive and user-friendly for staff.
Customizable Forms		
• Administrators can create and manage custom forms for registrations, waivers, feedback, and other purposes.	x	
• Form responses can be stored and analyzed within the system.	x	
• New system requires a "Program Planning Form", which can either be customized by the users or by the vendor.	x	Further conversation needed to understand requirements for "program planning form". We're assuming you mean a form for the creation of new Activities here.
Volunteer Management (optional)		
• Track volunteer schedules, assignments, and hours.		
• Provide a portal for volunteers to sign up for opportunities and log their hours.		
After School Programs		
• Track employee schedules, assignments, and hours.	x	Only employees attached to Activities and Private Lessons - i.e. no "timeclock".
• Create a "household" and add children to each household.	x	
• Documentation "assurance" process to verify and confirm that all necessary documents (paper and electronic) and signatures are present and complete before releasing children to the After School Program.	x	
○ A pre-approved list of who can pick up children is required.	x	This can easily be done through our staff app with pictures of the authorized pickup person.
○ Parents have to ID register either on a paper form or online.	x	
○ In the new system, parents should be able to approve delegates to check in / check out their children using either a paper form or a web-based electronic form.	x	
○ Parents will be called if a pick-up delegate is not on a paper form or on the web-based electronic form.	x	
○ Still need attendance sheets (paper), desirable to have the number of children in programs who have "checked in" and "checked out".	x	While we can print out attendance sheets, it's much easier to use our staff app, where the authorized pickup person can sign in and out if needed.
Swimming Pool Usage at the Aquatic Center		
• Pool attendance is required for reporting incidents. Pay-for-use may be used as a means of tracking pool attendance. Membership cards are needed to scan in for pool use, and payment can be used to track attendance simultaneously.	x	One report can combine both for you.
• Cleaning and sanitization logs are required. (Note: Maintenance tracking is optional; inquire if there is a maintenance package available.)		No maintenance tracking.
• Scheduled and non-scheduled chemical and environmental testing is required. (Note: Maintenance tracking is optional; inquire if there is a maintenance package available.)		No maintenance tracking.

• For private groups, the system shall allow users to apply for a permit, and approval authority is with the Coordinators or Director of Parks and Recreation.	x	
• Reservations for the Aquatic Center are the same as any other room, including for private groups.	x	
Temporary Vending Permit		
• The system shall provide a copy of the temporary vending permit guide.		Further conversation needed to understand requirements for temporary vending permits.
• The system shall allow the user to complete an electronic form and submit an application for a temporary vending permit.		Further conversation needed to understand requirements for temporary vending permits.
Non-Functional Requirements		
Usability		
• User-friendly interface with intuitive navigation and accessible design.	x	
• Comprehensive user guides and help resources will be available within the system.	x	
Performance		
• The system should support a large number of concurrent users without performance degradation.	x	
• Quick response times for searches, bookings, and transactions.	x	
Security		
• Implement strong data encryption for user data and financial transactions.	x	
• Regular security audits and updates to protect against vulnerabilities.	x	
• In the current system, user roles are limited which prohibits some users from accessing certain areas of the system. The new system should have more precise security role definitions for each screen and field.	x	
• The system shall allow secure Single sign-on (SSO) through Azure AD (MS Entra ID) user authentication and authorization, ensuring that only authorized personnel have necessary access to data and system features.	x	
Scalability		
• The system should be scalable to accommodate growing numbers of users and data.	x	We work with some of the largest cities in North America, including Toronto and Phoenix near you.
• Support for cloud-based deployment to ensure availability and reliability.	x	
Compatibility		
• Compatible with major web browsers and mobile operating systems.	x	
• As needed, integration capabilities with third-party software and services via APIs.:	x	
◦ Oracle ERP	x	
◦ MailChimp	x	
◦ CalendarCreator	x	
◦ Lake Havasu City Finance POS system	x	
Reliability		
• Ensure high system uptime with minimal downtime for maintenance.	x	
• Data backup and disaster recovery processes in place.	x	
Compliance		
• If applicable, comply with relevant data protection regulations such as GDPR and CCPA. Also, for Personally Identifiable Information, the Privacy Act of 1974.	x	
• Adherence to industry standards for financial transactions and data security (e.g., PCI).	x	PCI level 1 compliance.
System Requirements		
Hardware Requirements		
• No on-premise server requirements. All software servers and backup servers will be hosted in the cloud by the vendor.	x	
Software Requirements		
• Database management system (e.g., Oracle, SQL Server) for storing user data and transactions.	x	SQL
• Server software for serving web pages and API requests to client and to community residents who have a membership.	x	
Network Requirements		
• High-speed internet connection with sufficient bandwidth to support multiple users.	x	
• Secure network infrastructure with firewalls and intrusion detection systems.	x	