



City of Waukesha

Response to RFP for Parks and Recreation Software

ACTIVE Network, LLC
717 North Harwood St. Ste 2500
Dallas, TX 75201



717 N. Harwood Street | Suite 2500
Dallas, TX | 75201

T:888.543.7223
www.ACTIVEnetwork.com

COVER SHEET

Cover Sheet

Complete and attach to the front of your Proposal.
City of Waukesha RFP for WPRF Registration Software

Bidder Identification

Bidder name: Active Network LLC _____
Bidder address: 717 N. Harwood St. Suite 2500 _____
Dallas, TX 75201 _____
Bidder telephone: (218) 251-2893 _____
Bidder email: fred.kreutzfeldt@activenetwork.com _____
Authorized representative: Andrea Facini _____
Representative title: President _____
Representative telephone: (888) 543-7223 _____
Representative email: Bid.Desk@ACTIVEnetwork.com _____

Bidder Certification

I, the undersigned, certify to the City of Waukesha that:

I am an authorized agent and representative of the above-described Bidder, and have authority to submit this Proposal on behalf of the Bidder and to bind the Bidder to contracts. This Proposal is submitted with the good-faith intent that it will result in a binding contract between the Bidder and the City of Waukesha for the services and goods described in the Proposal.

I have read the City of Waukesha's [RFP for Parks and Recreation Software](#), understand its content, and understand that I have had the opportunity to request explanation and further information from the City of Waukesha, if necessary.

The Bidder has the ability to perform the services and provide the materials described in the Bidder's proposal, and as of the date of this Proposal has the necessary qualifications, training, experience, and personnel to do so.

The Proposal is valid for 45 days after the City's due date for proposals, and any contract that the Bidder and the City enter into as a result of Bidder being selected by the City will contain prices no higher than those quoted in the Bidder's Proposal, and services and materials at least equal to those quoted in the Bidder's proposal.

DocuSigned by:

Bidder representative signature

Date: March 30, 2021 _____

WHAT'S YOUR ACTIVE?



717 N. Harwood Street | Suite 2500
Dallas, TX | 75201
T: 888.543.7223
www.ACTIVEnetwork.com

COVER LETTER

March 26, 2021

City of Waukesha IT Department
Waukesha City Hall
201 Delafield Street
Waukesha, WI 53188-3606

RFP for Parks and Recreation Software

Dear Members of the Selection Committee:

On behalf of ACTIVE Network® (ACTIVE), I would like to thank the City of Waukesha for the opportunity to participate in your Request for Proposal. At ACTIVE, we're more than just a technology provider to manage your Parks & Recreation department; we're your partner to help you achieve your business goals and realize your vision to provide next generation service, improve the customer experience and support day-to-day operations. We will work alongside you to help "create a network of social, recreational and educational activities" throughout your community.

Additionally, through our technology the city will:

- [Employ a solution that will align and evolve with the ever-changing needs of your community.](#) The City will benefit from the scalability and innovative functionality as evidenced by over 1,400 agencies using ACTIVE Net today.
- [Maximize staff operational efficiencies and improve customer experience](#) with the depth of functionality in ACTIVE Net that comes with over 14 years of customer-driven development.
- [Control cost and have access to meaningful data to help you drive decisions](#) to improve both marketing efforts and citizen offerings. ACTIVE Net includes ongoing access to integrated leading Business Intelligence reporting tools and sophisticated Digital Marketing Services.

We ensure your system is properly configured, your staff is supported, and you have a successful strategy that is designed to meet the needs of your community.

The attached proposal details the capabilities, experience, resources, and solution that ACTIVE can offer. We are confident in our abilities to service your city, and the proposed response is a strong reflection of that. We acknowledge validity of our proposal for 60 days after the due date of April 2, 2021.

Should the evaluation committee have any further questions or require additional information in support of our recreation management software services and capabilities, please do not hesitate to contact your ACTIVE representative, Fred Kreutzfeldt:

Fred Kreutzfeldt, Account Executive
218.251.2893
Fred.Kreutzfeldt@activenetwork.com

On behalf of ACTIVE, we thank you for the opportunity to continue servicing the City of Waukesha and look forward to growing our productive partnership with your team.

DocuSigned by:

A handwritten signature in black ink that reads "Andrea Facini".
Andrea Facini
President

TABLE OF CONTENTS

Cover Sheet	1
Cover Letter	2
Executive Summary	4
Proposed Solution	6
Company Overview	12
Implementation	14
Post Implementation and On-Going Support	24
References	28
Cost Proposal	29
Appendices	40
Sample Reports	40
Standard Reports List	48
Terms and Conditions	53
RFP Exceptions	72

EXECUTIVE SUMMARY

ACTIVENet, our proposed fully hosted, web-based Software-as-a-Service (SaaS) solution gives the City on-demand access to your organization’s data from any computer with an internet connection. ACTIVENet supports an unlimited number of workstations, users, and concurrent users within the application. It also supports an unlimited number of online registration sessions so your customers have access to your offering 24/7.

An advantage of ACTIVENet is that all of your programs, memberships, and camps are added to the ACTIVE.com portal, so you can extend your reach in your community without any additional cost or effort.

Program Registration



Manage registrations, private lessons, withdrawals, and waiting lists



Make faster, better-informed decisions using a variety of automated reports

Facility Reservations



Allow participants to view availability and to request or book online



View area maps and the bookable items nearby (e.g. field)



Schedule courts, meeting rooms, picnic shelters, gyms, lockers, equipment, and more



Set Scheduling Calendars to view multiple facilities at once by day, week or month

Membership Management



Quickly and efficiently fulfill member requests, providing a better member experience



Promote member interaction and retention with customized emails and offers



Provide the convenience of online membership purchases and renewals



Quickly generate detailed membership, demographic, and historical comparison reports

League Scheduling and Management



Register players, assign them to teams and securely collect fees online



Track all game results with home and away team scores, ties, and postponement details



Create balanced league schedules with built-in site and team conflict rules



Provide online, text and email updates for parents to keep up with league information

Point of Sale



Customize your POS interface designs including buttons



Use for drop-in activities, equipment lending, and fines

Online Access



Customize your public access website with colors, images, links, and information



Make all activities available to online registration and facilities available for reservation

Communication and Marketing



Build brochures, catalogues, and newsletters with the Catalogue Export tool



Create custom lists based on age, location, history and more to improve targeting



Visit the eMarketing Center for tips, templates and one on one marketing advice



Send text messages for updates and promotions to organized lists instantaneously

Fund Raising and Development



Create and post an online donation form to securely collect funds 24/7



View progress, top donors, prospects and more through an easy drag and drop builder



Set a goal and automatically update progress through an online graphic



View donor information, goal progress, and financial reports to track results

PROPOSED SOLUTION

ACTIVE offers a complete enterprise recreation management platform that allows the City to not only meet its current needs, but to grow with the system over time. ACTIVENet includes (10) modules, (5) of which the City will implement as part of this project. There is also additional core functionality that includes:

- Mobile-friendly public access for online services
- Customer management
- Enhanced marketing, and communication tools to help you connect with your customers
- A robust subsidiary accounting ledger
- Advanced reporting and Business Intelligence tools
- Staff-facing mobile technology
- Gateway API's that allow your ACTIVENet solution to communicate with other open business systems.

An Entry Screening module works with ACTIVENet to streamline guest health management. For members, after they scan their membership card for entry, staff will be prompted to check for members health via the Thermal Imaging Camera. A pass/fail flag based on your organization's parameters will be generated by the results of the temperature scan. For guests or non-members, staff will select to admit a guest and then will be prompted to check guest health via the Thermal Imaging Camera.

When you invest in ACTIVE, you are not only investing in technology but in a technology partner that is dedicated to helping you succeed and grow with us over time. We do not rely on 3rd party consultants. When you work with ACTIVE, you are

- Working with our staff throughout the sales engagement
- Served by multiple professionals throughout the implementation and post go-live
- Provided with Technical Support when you need it
- Assigned a dedicated account manager as a primary point of contact to support our partnership going forward

We believe the City's goals for a solution and a technology partner align very closely with our own mission and strategic direction. Because of this and the value-add services we offer as a global company, we feel we are uniquely qualified to best support City's current and future business needs for recreation management long term.

Integrating with Other Systems

ACTIVENet Gateway API Services provides two different sets of Application Programming Interfaces (APIs) to meet specific business requirements:

ACTIVENet System APIs – provide access to configuration data in ACTIVENet in real time (example: open seats in an activity, prices, locations and so on)

ACTIVENet Insights Data APIs – provide access to all of your reporting data and pre-calculated measures in the ACTIVE Net Insights data warehouse (example: Percentage of online registration vs. front desk registrations).

ACTIVENet is capable of integrating with various relational databases such as lighting systems, financial systems, digital signage, brochure publishing tools and more. This is done largely through the use of automated, scheduled exports from the system along with relevant customization capabilities to ensure quality and relevance of data for destination systems.

ACTIVENet Gateway API Services will provide a faster way to expand functionality, integrate workflow across multiple systems, and simplify technical integration within your organization and partners. ACTIVE is committed to streamlining operations and leveraging best of breed partners to further automate core business functions. To date, we've integrated Playerspace and ePACT with ACTIVENet API's and are working closely with other vendors to complete more out-of-box integration. Currently there are over 40 customers who have integrated ACTIVENet with ePACT using our API integration.

ACTIVENet also has the ability to integrate through a process of scheduled file exports. ACTIVENet has developed the following:

- SIS integration – Scheduled import of student information from the system of record.
- Financial Export
- Refund Export
- Cash Receipts Export
- Customer Table Export (often for marketing purposes)
- Facility Schedules Table Export (example: HVAC or digital signage)
- Lighting Exports (Specific to integrations with Musco or Skylogix lighting systems)
- Attendance Export
- ACTIVENet Connect – mobile application to connect to ACTIVENet
- ACTIVENet Captivate – allows members to perform tasks such as check in from their phone
- Brochure Export (InDesign or Quark Xpress) – for printing Activity info publishing

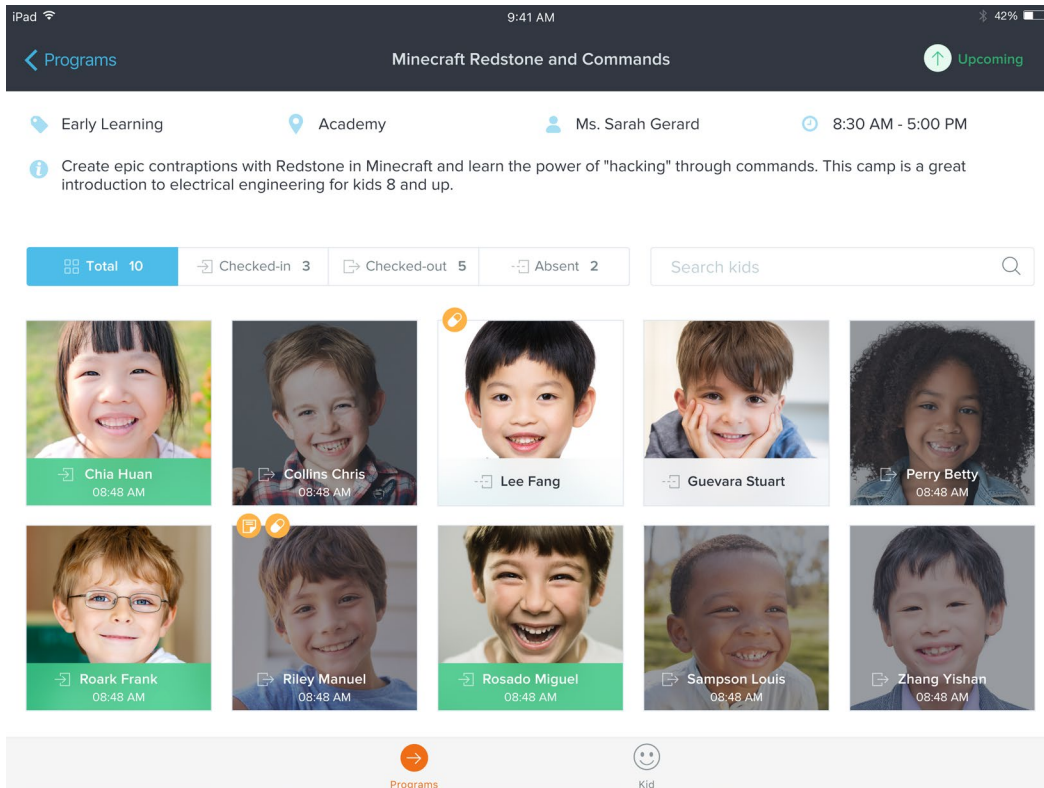


Figure: ACTIVEConnect allows you to use a tablet to access ACTIVEConnect and puts information at your fingertips without being tied to a desktop computer.

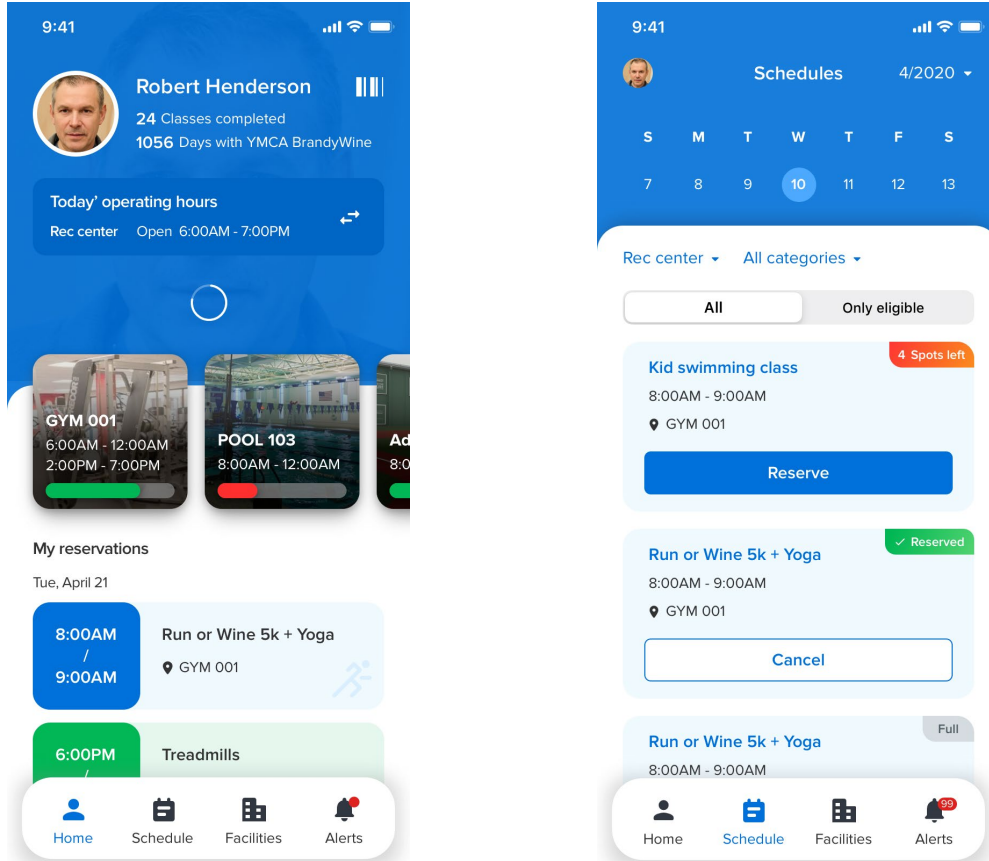


Figure: ACTIVENet Captivate. The ACTIVENet Captivate App easily allows your members to perform tasks right from their phones. From the homepage, members can quickly sign in, view and sign up for classes, book private training/lessons.

Reporting

Accurate reporting and data-driven decisions are at the core of the ACTIVENet product. Access the intelligent data insights you need to make key departmental decisions with interactive and intuitive reports. ACTIVENet enables any user to filter and configure reports extensively within the standard report set. There are over 300 standard reports. Standard report formats include .PDF, Excel, and HTML.

ACTIVEHub is an optional application that allows you to integrate with any business intelligence or reporting tools. This simple and intuitive database gives you the ability to create advanced analytics enabling new ways for your organization to use accurate and actionable data to help forecast and optimize business processes. ACTIVEHub provides easy access to your organizations' data. It replaces manual and complex data integrations using a simple cloud hosted solution with minimal technological expertise requirements. ACTIVEHub uses widely available technology (SQL Server) and removes barriers preventing you from visualizing your data.

The optional ACTIVENet Insights is a comprehensive Business Intelligence tool that allows users to:

- customize their own view
- analyze data within context
- export raw data to multiple formats
- intuitive drag and drop report designer
- create reports based predefined domains (data sets, for example)
- conduct analysis to understand trends
- schedule automated delivery of reports to email or ftp file locations.

ACTIVE is adding reports and domains/fields in every release to increase reporting scope and usability. Additionally, all of the data in ACTIVENet Insights can be accessed via the Gateway API services to populate external reporting systems. ACTIVENet Insights report formats include .PDF, .CSV, .XLSX, Excel.

Multiple standard reports exist in the following categories:

- General Reports
- Campaign Reports
- Daily Close Reports
- Childcare (Flexible Registration) Reports
- Equipment Loan Reports
- Facility Reservation Reports
- Financial Reports
- Inventory Reports
- Population Reports
- Membership Reports
- Registration Reports

ACTIVENet export formats: Fixed width, XML, Comma-delimited, pipe (|) delimited, tab delimited.

The following screens illustrate the User Interface of the ActiveNet solution.

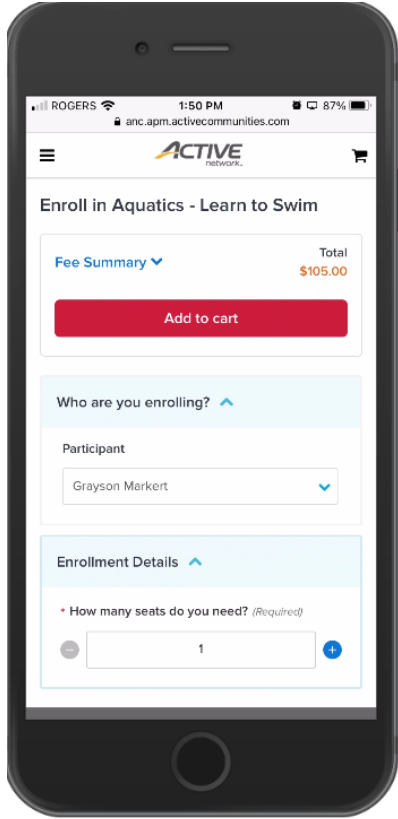


Figure: Camps Registration – Flex Reg

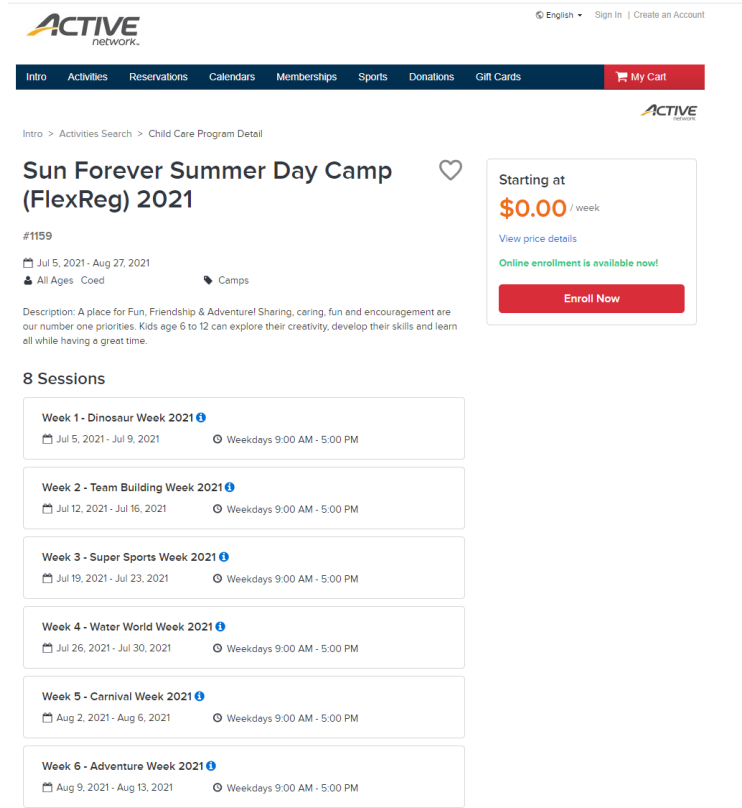


Figure: Camps Registration – Desktop

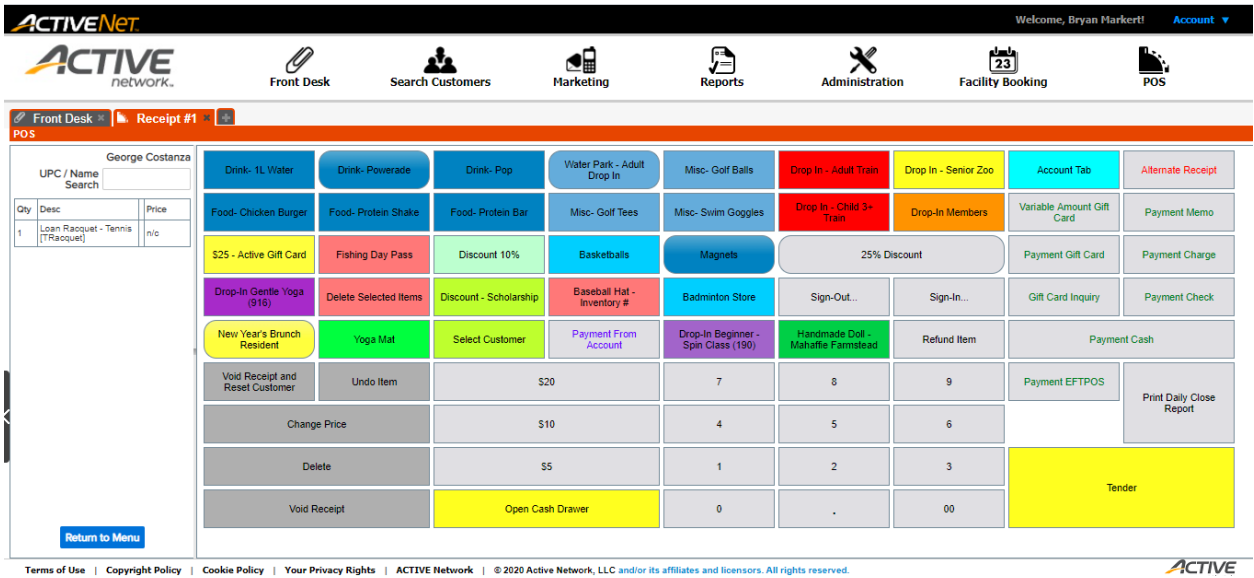


Figure: POS

COMPANY OVERVIEW

Founded in 1999, ACTIVE Network® (ACTIVE), a Global Payments subsidiary, is a limited liability corporation (LLC), incorporated in the State of Delaware (US), headquartered in Dallas, Texas, with offices throughout North America, Europe, Asia, and Australia. Our representatives are based throughout North America.

ACTIVE is a long-time industry leader in Recreation Management and our Professional Services delivery. We have a competitive advantage through our people, processes and technology.

- ~20 years of experience successfully implementing technology projects for our recreation partners
- +10 years average tenure of management team
- +3,000 projects completed annually
- 6 specialized disciplines ensure expertise and precision throughout the project lifecycle (Consultant, Data Analyst, Education Consultant, Project Manager, Project Coordinator, Manager)
- Diverse knowledge of best practices across a variety of recreation-based businesses (YMCA's, School Districts, Event Organizers, Swim Clubs, Parks and Recreation, Sports Teams...)
- Industry leading Learning Management System which trains and tests users' competency with the software
- Project Management software used in conjunction with implementations to effectively track and manage the schedule and deliverables

Not only do we provide a near 100% guarantee on system availability, we are the only company in the market with a tier 4 data center that ensures the highest level of security and protection of your data. Due to the volume of business we do and the critical importance of protecting our customers information, we take compliance and security very seriously. Global Payments and ACTIVE continue to invest significant resources in this area so our customers can remain focused on servicing their citizens' recreation needs knowing they have a secure, reliable system and technology partner.

Our track record for delivering on our commitment is outstanding. In 2019 for example, we were able to get 100% of our customers live with 98% on-time delivery and an overall customer satisfaction rating of 95%.

As a subsidiary to a fortune 500 company in Global Payments, we have also strengthened our commitment and financial stability to be able to ensure we will continue to increase our support to our customers long-term. With strong corporate leadership, large customer base, dedicated technical support network, continued commitment to innovation, and best-in-class services have positioned us to continue to be the leader in this market.

ACTIVE also includes our own integrated merchant services through Global Payments, one of the largest financial technology companies in the world. By using our merchant services, not only will the City have a complete end-to-end solution for recreation management, the City will also have payment processing services embedded within the solution. As your merchant, ACTIVE helps reduce the scope of the City's PCI responsibilities as well as handle credit card disputes on your behalf.

Reliability

From a technology standpoint our underlying architecture, hosting capabilities, performance and scalability, security, compliance, and the robust functionality is unmatched. Over ten years ago we committed to hosted SaaS solutions and have overcome many of the challenge's others are still working through today.

In accordance with the Application Delivery Secure Software Development Life Cycle (SDLC), clear segregation of duties are established for release managers, testers, and developers who work in the development, test, and production environments for effective management, viewing, changing, and migration of source code. In accordance with Active's Access Control Standard, access to information assets is permitted only with appropriate, documented request and approval and is based on role. Approval is based on legitimate business need, with the minimum access required, and only for as long as needed for the business purpose. User access rights are reviewed at regular intervals and after any role change. When a user's role changes, access is reviewed for continued appropriateness and permissions no longer required are removed. Upon termination, logical and physical access is removed.

Formal business continuity plans and disaster recovery plans have been implemented that provide details of actions to be taken to minimize interruptions of business activities and protect critical business processes from the effects of interruptions and/or disasters and to ensure the timely resumption of activity. Exercises are conducted with frequency based on the assigned classification of business functions and systems/applications. Those identified as mission-critical are exercised at least annually. Exercises include those with an assigned role. Plans are reviewed and updated at least annually.

Development

ACTIVE uses agile/scrum principles, incorporating a combination of industry-best practices and ACTIVE best practices. This includes several phases within a sprint-based cycle including grooming, sprint planning, implementation and review before the hand off to QA. This is accomplished using tools for requirements management, defect management, continuous integration, and in-depth metric tracking for work completed, delivery quality, unit-test coverage, and adherence to coding standards.

ACTIVE operates on 3-week sprint cycles; delivering new capabilities 17 times a year. Customers are notified via email of release dates and times well in advance. Extensive documentation is provided along with optional training packages. New features and larger changes made to the system are released in an off state to provide customers sufficient time to learn and plan for the changes before turning them on.

Each upgrade is released to all ACTIVENet sites automatically in the middle of the night to minimize disruption. Customers are also provided a preview environment to try the changes before the production release. Our customers are notified via email of release dates and times well in advance—typically two weeks—so you will always feel you are in the loop with updates, content release, and point released. Our standard software package includes an upgrade plan that keeps you up to date with the latest version of ACTIVENet.

ACTIVE uses change management for every software change to ensure compliance with client needs and to secure client approval. ACTIVE's change management process governs how changes, including new code releases, are pushed into the production environment. This is necessary because changes could affect project scope, budget, delivery schedule, and other relevant project management or lifecycle deliverables. Change requests may include requests for new features, changes to existing features, changes to requirements for features currently in design or development. The formal policy ensures that only authorized changes are made, and that they are made at the approved time and in the approved manner. As part of change control, a formal separation of duties is maintained, technical and business stakeholders must approve, and agreed downtime windows and post release testing is documented.

IMPLEMENTATION

Our Professional Services methodology is built on the following principles

- Understanding your business
- Developing and fostering positive relationships with all your project stakeholders
- Configuring your system to drive operational efficiency
- Empowering your system users to grow business
- Increasing your consumer participation through ease of access
- Alleviating your implementation workload by leveraging ACTIVE resources to reduce meeting length and minimize efforts in data conversion and data entry
- Ensuring timely execution of your project tasks

Implementation Methodology

The ACTIVENet implementations team operates within the framework of the Project Management Body of Knowledge as advocated by the Project Management Institute. The team leverages industry best practices gained through years of market-leading experience. ACTIVE has adapted traditional implementation methodology to a more efficient approach. Information is gathered during Implementation Planning and Scoping workshops. Net configuration changes are made in the lab and then presented back to the City during the “Solution Walk-Through” workshop. This allows the City to see the solution early in the implementation process.

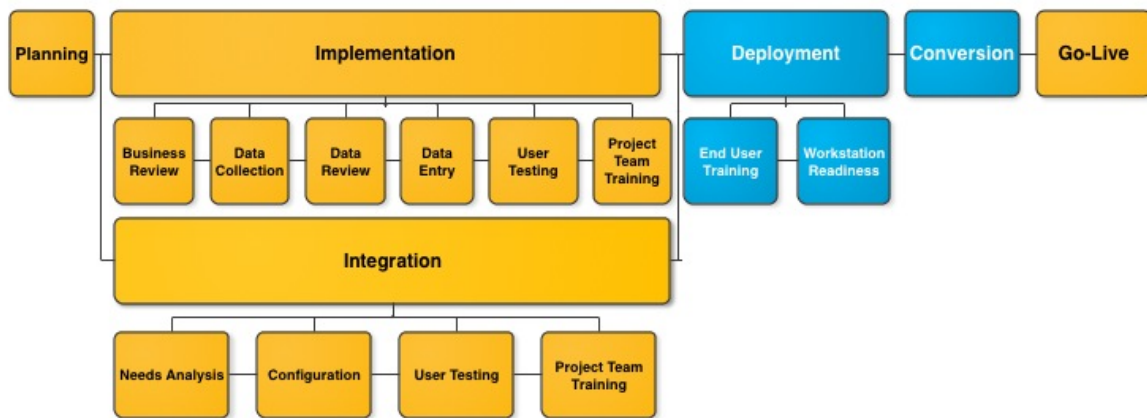
We understand that your business must keep running while we implement ACTIVENet; therefore, we have built in flexible timelines and minimized the time your team needs to spend with your consultant and away from their work. The more flexible you can be with your schedule, the more options you’ll have and the sooner you can get your project started.

Below is the project schedule for the **Standard 5** implementation being proposed. If the City chooses to increase the number of core functionalities, then additional weeks will be needed to successfully complete the project.

Package
<p>ACTIVE Net Service Package STANDARD 5 consists of the following Services:</p> <ul style="list-style-type: none"> • remote business process review • remote functionality review & data collection preparation • remote data collection review • remote data entry (system inventory and policy controls) • remote user testing • LMS training • remote supplemental training • remote Go Live preparation • remote hardware configuration • remote system optimization training <p>The scope of Services is contained to the 5 functionalities of choice.</p> <p>50% of total Service costs will be billed at Service initiation, payable within 30 days of the date of invoice. 50% of total Service costs will be billed at Service completion, payable within 30 days of the date of invoice.</p>

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

The Professional Services team is available to configure your system to drive operational efficiency during a typical installation. The following diagram illustrates the phases for an implementation schedule for a new customer who is going to install ACTIVENet. Business needs would dictate the configuration of a desired GIS component.



Project Planning

Project Launch/Scheduling

Objectives for the Project Launch/Scheduling stage are:

- Gain an understanding of required project roles
- Gain 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:

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

Tasks for the Project Launch/Scheduling stage are:

- Review ACTIVE project roles and responsibilities
- Review your organizations required project roles and responsibilities
- Review ACTIVENet'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:

- 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 instance and provide login credentials ACTIVE

Business Process Review

Objectives for the Business Review stage are:

- 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:

- 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:

- 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:

- | | |
|---|---------------------|
| • Data Assessment Sheet (populated) | Customer SME/ACTIVE |
| • Data Collection Sheets (blank) | ACTIVE |
| • Project Risk Log | Customer PM |
| • Project Agenda for the remaining stages | ACTIVE |
| • Basecamp dates and tasks updated | ACTIVE |
| • LMS link and logins | ACTIVE |

Implementation

Data Collection

Objectives for the Data Collection stage are:

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

Inputs for the Data Collection stage are:

- | | |
|--------------------------------------|--------------|
| • Provide maps to Basecamp | Customer SME |
| • Data Collection Sheets (completed) | Customer SME |

Tasks for the Data Collection stage are:

- 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 ACTIVENet modules

Deliverables for the Data Collection stage are:

- | | |
|--------------------------------------|--------------|
| • Data Collection Sheets (Populated) | Customer SME |
|--------------------------------------|--------------|

Data Review

Objectives for the Data Review stage are:

- Ensure the Data Collection Sheets are complete and accurate
- Initial introduction to the ACTIVENet application modules

Inputs for the Data Review stage are:

- | | |
|-----------------------------------|--------------|
| • Completed data assessment sheet | Customer SME |
|-----------------------------------|--------------|

Tasks for the Data Review stage are:

- Review the Data Collection Sheets for completeness
- Perform validation checks on data collection sheets
- Assign Learning Management System courses to staff for testing phase

Deliverables for the Data Review stage are:

- Data Collection Sheets (Populated) Customer SME

Data Entry

- **Objectives** for the Data Entry stage are:
- Configure and populate ACTIVENet database in accordance to your business needs

Inputs for the Data Entry stage are:

- Completed data assessment sheet Customer SME

Tasks for the Data Entry stage are:

- Configure ACTIVENet in conjunction with the Data Assessment Sheet
- Populate ACTIVENet with product and services from the Data Collection Sheets. This is non-customer/transaction data.
- Audit ACTIVENet to ensure alignment with Data Collection Sheets

Deliverables for the Data Entry stage are:

- ACTIVENet database (Configured and populated) ACTIVE

User Testing

Objectives for the User Testing stage are:

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

Inputs for the User Testing stage are:

- User testing templates ACTIVE
- Test cases and workflows to review Customer SME

Tasks for the User Testing stage are:

- Review front-desk transactions for each functional area in ACTIVENet
- Review online transactions for each functional area in ACTIVENet
- Review reports for each functional area in ACTIVENet
- Review communication tools for each functional area in ACTIVENet
- 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 from the User Testing stage are:

- ACTIVENet (tested) Active/Customer SME
- Configuration is updated as needed Active and Customer SME
- Detailed review of ACTIVENet modules Customer SME
- Updated test cases Customer SME

Training (LMS Train the Trainer)

Objectives for the Training stage are:

- 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:

- 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:

- 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:

- Customized Training Manual Customer Trainers
- Training Plan Customer PM

Deployment

Workstation Readiness

Objectives for the Workstation Readiness stage are:

- Ensure all workstations have access to ACTIVENet
- Ensure all workstations designated to operate ACTIVENet are configured with the appropriate 3rd party software
- Ensure all workstations designated to operate ACTIVENet are configured with the appropriate hardware

Inputs for the Workstation Readiness stage are:

- 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:

- Install, configure and test third-party software required by ACTIVENet
- Install, configure and test hardware required by ACTIVENet
- Bookmark ACTIVENet sites on workstations

Deliverables for the Workstation Readiness stage are:

- 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:

- Train system users on software operations
- Communicate software escalation procedures

Inputs for the End User Training stage are:

- 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:

- Execute training plan

Deliverables for the End User Training stage are:

- All Staff trained Customer Trainers

Go Live Conversion

Planning

Objectives for the Planning stages are:

- Identify type and scope of data to be manually entered into ACTIVENet
- Identify resources
- Identify timelines

Inputs for the Planning stage are:

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

Tasks for the Planning stage are:

- 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:

- Data conversion plan Customer PM

Data Entry

Objectives for the Data Entry stage are:

- Populate ACTIVENet with legacy data

Inputs for the Data Entry stage are:

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

Tasks for the Data Entry stage are:

- Execute data conversion plan
- Resources are booked
- Validate data conversion in ACTIVENet

Deliverables from the Data Entry stage are:

- ACTIVENet (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:

- 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:

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

Tasks for the Go-Live Preparation stage are:

- 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:

- Go Live checklist ACTIVE
- Customer Support plan Customer PM
- Go Live plan Customer PM

Go-Live

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

Objectives for the Go-Live stage are:

- Help with any issues or configuration questions

Inputs for the Go-Live stage are:

- Go live plan Customer PM

Tasks for the Go-Live stage are:

- All prior stages are complete

Deliverables for the Go-Live stage are:

- Online payments are enabled Customer PM
- End users processing in ACTIVENet 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 Post Go-Live Optimization stage are:

- Optimize usage of ACTIVENet to perform front desk transactions and manage operations
- Optimize usage of ACTIVENet to provide customers an online store

Inputs for the Post Go-Live Optimization stage are:

- List of questions, issues and topics Customer PM

Tasks for the Post Go-Live Optimization stage are:

- Session with the consultant

Services Team

From a resource perspective, our dedicated ACTIVENet Professional Services team consists of approximately 40 staff members. Biographies of key members of the Professional Services team are listed below. The assignment of the consultant will be determined by availability and services provided.

Role	Background
Senior Manager, Professional Services	<p>Name: Asher Squire Phone: 800.661.1196 x 1409 Email: Asher.Squire@activenetwork.com Education: BA in Communications, Simon Fraser University Experience: Asher oversees all consulting services in the Local Public Sector (LPS) market within ACTIVE. He has over ten years' experience implementing information systems within the recreation market. He has collaborated with many leading organizations in North America including:</p> <ul style="list-style-type: none"> • San Diego Park and Recreation • San Jose Parks, Recreation and Neighborhood Services • Houston Parks and Recreation
Manager, Technical Consulting Services	<p>Name: Nathaniel Strull Phone: 800.661.1196 x 1431 Email: Nathaniel.Strull@activenetwork.com Education: BA in Psychology, University of British Columbia Experience: Nathaniel manages the Technical Consulting team. He has over ten years' experience implementing information systems within the communities' market. He has collaborated with many leading organizations in North America including:</p> <ul style="list-style-type: none"> • Atlanta Department of Parks, Recreation and Cultural Affairs • YMCA of Greater San Antonio • City of Santa Monica Parks and Recreation

<p>Manager, Professional Services</p>	<p>Name: Lomas Sharma Phone: 800.661.1196 x 1435 Email: Lomas.Sharma@activenetwork.com Education: Bachelor Business Administration, Simon Fraser University; Project Management Professional (PMP), Project Management Institute Experience: Lomas manages all ACTIVENet project consultants. He has over six years’ experience implementing and managing information systems projects. He is a 2016 President’s Club honoree in recognition of his outstanding contributions in the Communities market. He has collaborated with many leading organizations in North America including:</p> <ul style="list-style-type: none"> • YMCA of Greater Seattle • YMCA of Greater Indianapolis • YMCA of Metropolitan Detroit
<p>Project Consultant</p>	<p>Name: Duncan Lai Phone: 800.661.1196 x 1294 Email: Duncan.Lai@activenetwork.com Education: Bachelor of Arts, University of British Columbia; Certificate in Project Management, University of British Columbia Experience: Duncan is a Consultant on the Professional Services team at ACTIVE. He has over 3 years of experience implementing and managing information systems projects and has collaborated with many leading organizations in North America including:</p> <ul style="list-style-type: none"> • City of Tempe, AZ • City of Pickering, ON • YMCA of Honolulu, HI
<p>Technical Consultant</p>	<p>Name: Kevin Chen Phone: 800.661.1196 x 1249 Email: Kevin.Chen@activenetwork.com Education: Bachelor of Business Administration, , British Columbia Institute of Technology Experience: Kevin is a Technical Consultant with four years’ experience in the role. He has provided technical consulting to various projects within North America, including:</p> <ul style="list-style-type: none"> • Boulder Parks & Recreation • City of San Antonio • Mohawk College

Post Implementation and On-Going Support

Standard support phone hours are 9:00 a.m. through 6:00 p.m. Central Standard Time. Support can be contacted by phone, email, and through our case submission via ACTIVENet Answers.

Inquiries received by Support are first handled by Tier 1 Support and then are escalated by the agent as needed. Escalation paths:

- Tier 1 Support to Tier 2 Support
- Tier 2 Support to Tier 3 Support
- Tier 3 Support to Development/DBA/Networking team (as needed)

Support and Maintenance Services

From time-to-time this information may be updated by ACTIVE, in which case the updated information will be available for review in an attachment on the following article on ACTIVENet Answers at

http://support.activenetwork.com/activenet/articles/en_US/Article/Support-and-Maintenance-Handbook

A login is required to view this article. Access will be provided upon creation of your ACTIVENet site.

SUPPORT AND MAINTENANCE SERVICES

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

1. General

- 1.1 In order to receive the benefit of the service levels contained herein, Client must be in compliance with the obligations of the Agreement.
- 1.2 Client understands and acknowledges that the Product is a commercial off-the-shelf product with core architecture that services many clients, and that Active is permitted to make changes to the Product hosting environment, network, telecommunications, data storage, and any/all other information technology infrastructure that underlies the Product, without seeking or obtaining any consent from Client.

2. Technical Support

- 2.1 **Standard:** This is the default level of Support and is included with your license to use Active's Software. Available between 9:00 a.m. and 6:00 p.m. Central Time, Monday through Friday, via telephone (800) 663-4991, email, and ACTIVENet Answers. Advanced, Premium, and Enterprise Support are offered at additional cost.
3. **Phone Support.** Unlimited phone Support for system down issues on a twenty four (24) hours x seven (7) days a week basis, provided that: (a) support calls, placed during "Extended Support Hours" (those occurring after 6:00 pm and before 9:00 am Central Time, Monday through Friday, and any time during the weekend and holidays), are placed by an authorized contact person and (b) the requested phone support consists of a "Call Priority Level 1" issue, as defined in the table below. Unlimited phone Support is offered to Desktop Software Clients only if the site has remote access and Internet email capability.
4. **Online Support.** Access to the Active customer care web portal, knowledgebase, and online training materials, which are available at <http://www.activenetwork.com/service-and-support/customer-support>.

5. **Upgrades.** Active shall also provide Upgrades of the Software and free assistance in planning the Upgrades.
6. **Support Issue Priorities and Timelines.** New Support incidents are assigned one of the following levels, each with its respective standard ticket resolution target.

Call Priority Level	Description	Standard Completion Target
Priority 1	Issues that result in Client’s inability to fulfill critical business functions (i.e. those pertaining to core functionality such as processing registrations, memberships, rentals) and that have no reasonable work-around.	All: 1 business day
Priority 2	Issues significantly impacting the use of the system, but which do not prevent core functions from being fulfilled.	Standard: 3 business days
Priority 3	All other issues, except those classified as Priority 4 (i.e. how- to questions, reporting/reconciliation issues)	Standard: 5 business days Advanced: 3 business days Enterprise: 2 business days
Priority 4	Issues that are not time-sensitive or may be undertaken as a customer service initiative outside the scope of this attachment	All: None

7. Services Not Included

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

- Services which are required to remedy problems that stem from changes to or defects in system configuration upon which the Software was originally installed.
- Services which are required to remedy problems which do not stem from any defect in the Software.
- Services which are required to remedy problems caused by lack of training of the Client’s personnel.
- Improper treatment or use of the Software.
- Onsite or remote training services.
- Full report customization service.
- Database-specific services or assistance.

8. Restrictions

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

- The use of any other application that modifies data in the database, whether created by you or otherwise.

- The use or creation of any other application that competes with or replaces a module that is offered by Active to work with either the application or the application's database.
9. **Annual Support and Maintenance Related to SaaS Services Only.** The following Support Services and Maintenance Services are offered in conjunction with the above for SAAS Services Clients.
- Monitoring of connectivity and critical functionality at all times.
 - Site-down/critical issues response time of one (1) hour, with commercially reasonable efforts to advise your organization of the current status and expected resolution time.
 - Scheduled maintenance and Updates designed to address performance, with reasonable efforts to notify Clients of scheduled maintenance times and potential impacts to service.
 - Urgent maintenance (done to correct network, hardware or software issues that are likely to cause significant service disruption and that require immediate action). Active may undertake urgent maintenance at any time deemed necessary and shall provide status updates to Clients as soon as possible.

Post Implementation Support

Software updates are released every three weeks. Hotfixes and patches are released on an as needed basis. Organizations are provided sprint-release documentation so that you can update your training and evaluate the changes. An email notifies your organization, so that you can upgrade your training environment and evaluate the changes. This advance notification helps customers feel “in the loop” with updates, content release, and point releases.

Training, such as train-the-trainer and user guides, is available. ACTIVENet provide thousands of instructional articles as well as user guides that are available via ACTIVENet Answers – our secure customer portal and help center. Release notes and training videos also supplement the articles and user guides that are directed at end users as well as technical administrators.

The City will also have the opportunity to participate in our annual conference events, regional user groups, and take advantage of value-add professional services that include expansion services, refresher training packages, IT consulting, and/or digital marketing services.

Initial Training

ACTIVE Net Academy (ANA) is ACTIVE Network's Online Learning Solution (LMS) for our flagship software, ACTIVENet. ANA will help the City through training and ongoing professional development. The goal is for ANA to help your team continue to excel as ACTIVENet users with expanded content, reinforcement training, improved engagement (with both your community and your staff), and detailed analytics.

ACTIVENet Academy contains videos on best practice workflows for the administrative and public access of ACTIVENet. This training is incorporated into the implementation schedule and we highly recommend using it for staff training as well. Full access will be given to the project team before the training phase occurs so you can review the materials.

Ongoing Training

After the initial training is complete and ACTIVENet is successfully installed, ANA will help the City with ongoing training by providing the following amenities:

- **Accelerate Onboarding:** ANA decreases ramp-up time with engaging, on-demand training the moment new hires walk through the door.
- **Reinforce Training:** ANA ensures employees maintain necessary skills and knowledge required to succeed with continuous learning that can be accessed anytime, anywhere, from virtually any device.
- **Self-Assessment:** ANA offers interactive self-assessment quizzes for users to test product knowledge retention. This is a great professional development opportunity.
- **Demonstrate Competency:** ANA tracks & maintains enrollment and completion history for all users in an effort to fully promote product knowledge.

ACTIVENet Training Library Overview

The ACTIVENet Training Library is broken down into 2 main categories:

- System Management
- ACTIVENet Module Guides

System Management

There are five subjects targeted at system administrators, each with their own courses and lessons:

1. Accounting Management
2. Communication Management
3. Customer Management
4. Database Management
5. User Management

ACTIVENet Module Guides

There are eight Module Guides, each of which are broken down into five courses, which comprise of lessons.

1. Activities
2. Facility Reservation
3. FlexReg
4. Leagues
5. Lockers
6. Memberships
7. Point of Sale
8. Private Lessons

Each ACTIVENet subject module is broken down into the following types of courses. Each course is comprised of multiple lessons which are grouped together to support training on a single functional area of ACTIVENet.

1. Daily Operations
2. Maintenance
3. Public Access
4. Reporting
5. Setup

REFERENCES

List of References

City of Waukesha RFP for Parks and Recreation Software

Bidder Name: **ACTIVE Network LLC**

Reference 1:

Name: **Village of Waunakee**

Address: **500 W. Main Street, Waunakee, WI 53597**

Contact person name, telephone, email: **Lori Hadfield phone (608) 850-5992 email lhadfield@waunakee.com**

Dates of service: **ACTIVENet since 2006**

Description of service: **The Village of Waunakee has been a long-time partner with ACTIVE. Since 2006, they have grown their use of ACTIVENet to include activities, facilities, memberships, POS, and Insights reporting.**

Reference 2:

Name: **City of Southfield**

Address: **26000 Evergreen Rd. Southfield, MI 48076**

Contact person name, telephone, email: **Taneisha Springer phone (248) 796-4609 email tspringer@cityofsouthfield.com**

Dates of service: **ACTIVENet go-live April 11, 2018**

Description of service: **The City of Southfield is a long-time ACTIVE customer which migrating from legacy ACTIVE technology to ACTIVENet in April 2018. The City currently uses ACTIVENet for managing their activities, facility reservations, memberships, and POS.**

Reference 3:

Name: **Mundelein Parks District**

Address: **1401 North Midlothian Road, Mundelein, IL 60060**

Contact person name, telephone, email: **Scott Schleiden phone (847) 566-0650 email sschleiden@mundeleinparks.org**

Dates of service: **ACTIVENet go-live July 18, 2016**

Description of service: **Mundelein Parks District has been partnered with ACTIVE for many years. In 2016 the Parks District migrated from our legacy technology to ACTIVENet. Mundelein Parks District currently uses ACTIVENet to manage their activities, camps, childcare, facilities, leagues, memberships, POS, and private lessons.**

COST PROPOSAL

Cost Proposal Overview

ACTIVE Network (ACTIVE) is offering the City a complete enterprise solution where all technology, professional services, support, and upgrades are included in the project. As a fully-hosted technology, ACTIVENet virtually eliminates the need for costly IT infrastructure investments.

Safe, Secure and Fully Hosted

ACTIVE owns and maintains the entire databases and web server infrastructure hosting your ACTIVENet solution, meaning low-cost automation for your team. We provide our own merchant account (so you don't have to), securely process all online and offline transaction and safely store your data.

Flexible Licensing

ACTIVE offers flexible licensing options to align with your organization purchasing preference. With ACTIVE's SaaS model, most of the traditional expenses with purchasing software such as the licensing and annual maintenance for technical support and hosting facilities are bundled into a single technology fee. With the SaaS model there are no up-front costs. Alternatively, ACTIVE's subscription model provides software, support, maintenance, and hosting at a fixed annual cost. In either licensing approach, there are no limits to the number of users, workstations, facilities or locations, so the solution will scale with you at no additional cost.

Upgrades are Timely, Seamless and Free

Unlike traditional software, where upgrades happen annually or every six months, ACTIVE continuously pushes new features and updates to our solutions. In addition, having a flexible cloud-based solution like ACTIVE Net allows us to release 3-4 full upgrades per year without any additional cost or downtime for you.

Low Cost of Entry

Deployment of a fully web-based solution is faster and more cost effective since there is no infrastructure to maintain, no redundancy measures to plan for and little IT time involved. ACTIVE hosts the application and is responsible for ensuring it is secure and PCI compliant – both of which can be costly to any organization.

Online Registration	Software Licensing & Maintenance	Product Upgrades
ACTIVE will help you with online adoption to ensure your online registration site gets the most traffic possible.	Our software supports unlimited users and locations.	ACTIVE manages all updates and upgrades so there's no additional work for you.
Support	Infrastructure Costs	PCI Compliance
ACTIVE offers unlimited technical support, 24x7x365 system critical technical support, and a dedicated account management team to help with non-technical needs.	ACTIVE hosts and manages the IT infrastructure in SSAE 16 compliant and top level, tier IV data centers, which means peace of mind and lower costs for you.	ACTIVE maintains PCI Level 1 compliance, taking the responsibility for risk and validation requirements at the point card data is entered into ACTIVENet.
Payment Processing	One-Stop Shop	Predictable Processing Costs
ACTIVENet includes credit card processing for all transactions regardless of brand, rewards, or type used.	ACTIVE provides the application, hosting, and payment processing. Includes all gateway, authorization, 'card-not-present' and interchange fees.	Our rates do not change by the card brand or type used (rewards/affinity programs).

The ACTIVENet platform is developed using agile product development methods which results in enhancements being delivered to production approximately every 3 weeks. As a result, we do not have a defined software warranty period. However, customer-reported defects are reviewed, triaged, and resolved according to the SLAs outlined in the contract.



Schedule

Company Address 717 North Harwood Drive, Suite 2500
Dallas, TX 75201
US

Created Date 3/23/2021
Quote Number 00119676
Currency USD

Prepared By Sharon Kramer
Opportunity Owner Fred Kreutzfeldt
Owner Email fred.kreutzfeldt@activenetwork.com

Contact Name Mona Bauer
Phone (262) 524-3732
Email rbauer@ci.waukesha.wi.us

Bill To Name City of Waukesha Parks, Recreation and Forestry
Bill To Contact Mona Bauer
Bill To Address 1900 Aviation Dr
Waukesha, WI 53188-2471 United States

Ship To Contact Mona Bauer
Ship To Address 1900 Aviation Dr
Waukesha, WI 53188-2471 United States
Total Processing Volume USD 2,654,734.68

Product	Product Type	Description	Quantity	Fee %	Total Price
ACTIVENet - (credit card refunds - flat fee)	SaaS		1		0.10
ACTIVENet - ACH Remittance - "Daily" Every 72 Hours	Service	Daily remittances are processed by Active on non-holiday business days 72 hours after the transaction day. Payments take one to three banking business days to process.	1		
ACTIVENet - ACTIVENet Connect	SaaS		1		2,400.00
ACTIVENet - Annual Subscription Fee	SaaS		1		13,113.00
ACTIVENet - Credit Card Processing Fee (%)	SaaS		1	3.00	
ACTIVENet - Functionality: Activity Registration	SaaS		1		
ACTIVENet - Functionality: Equipment Lending & POS	SaaS		1		
ACTIVENet - Functionality: Facility Reservation	SaaS		1		
ACTIVENet - Functionality: League Scheduling	SaaS		1		
ACTIVENet - Functionality: Memberships	SaaS		1		
ACTIVENet - Loyalty Discount	Service		1		-9,000.00
ACTIVENet - Public Interface - Online Transaction Fee	SaaS	Migration Loyalty Rates for first term of contract for U.S. organizations exceeding \$30,000,000 in annual revenue through ACTIVE Net.	1	3.00	



Schedule

ACTIVENet - Public Interface Fee Set up - absorbed by client	SaaS		1		
ACTIVENet - SaaS					
ACTIVENet - Service Package Standard 5	Service	<p>ACTIVE Net Service Package STANDARD 5 consists of the following Services:</p> <ul style="list-style-type: none"> * remote business process review * remote functionality review & data collection preparation * remote data collection review * remote data entry (system inventory and policy controls) * remote user testing * LMS training * remote supplemental training * remote Go Live preparation * remote go live support * remote hardware configuration * remote system optimization training <p>The scope of Services is contained to the 5 functionalities of choice.</p> <p>50% of total Service costs will be billed at Service initiation, payable within 30 days of the date of invoice. 50% of total Service costs will be billed at Service completion, payable within 30 days of the date of invoice.</p>	1		11,987.50
ACTIVENet - Support Advanced Package	Maintenance	Support package for organizations migrating to ACTIVE Net.	1		
ACTIVENet - Technical Services: Financial Export	Service	<p>ACTIVE Net Technical Services: Financial Export consists of the following Services:</p> <ul style="list-style-type: none"> * remote configuration, testing & training 	1		1,400.00
ACTIVENet - Technical Services: MaxGalaxy Data Conversion	Service	<p>ACTIVE Net Technical Services: MaxGalaxy Data Conversion consists of the following services:</p> <ul style="list-style-type: none"> * Remote configuration, testing, & training <p>Service information</p> <ul style="list-style-type: none"> * This service enables a one-time import of customer information from MaxGalaxy to ACTIVE Net. * Please refer to the ACTIVE Net Reference Document – MaxGalaxy Data Conversion Guide for further details. 	1		9,000.00

Total Price USD 28,900.50

Service Total 13,387.50

Annual Projected Contract Value USD 13,113.00

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

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

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



Schedule

purchases upon delivery.

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

By signing this Schedule, you agree to the terms and conditions governing your use of the Software and Services as set forth at:

General Terms - <http://www.activenetwork.com/general-terms>

Product Terms - <http://www.activenetwork.com/membership-terms>

Third Party Hardware Product Attachment - <http://www.activenetwork.com/thirdpartyhardware-terms>

Quote Acceptance Information	
Client	Active Network, LLC
Signature:	Signature:
_____	_____
Name:	Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____
PO# (if applicable):	

Hardware Peripherals

ACTIVE can optionally provide hardware peripherals as part of the project. The City can purchase directly from ACTIVE or is welcome to purchase compatible hardware from other sources.

The advantage of purchasing the equipment through ACTIVE is that it allows us to ensure warranties are covered, devices are deployed with correct settings, and that devices are proven to be functional with ACTIVENet. We would not be able to guarantee these things if purchased from another source.

The only piece of hardware that would be required and must be purchased from ACTIVE is the Ingenico IPP320 credit card processing terminal for staff-entered transactions. These devices are encoded specifically for ACTIVENet to encrypt and protect your customers' information and credit card data. PCI regulations require secure credit card entry devices to maintain the security of cardholder data and PCI compliance.



NOT JUST A TECHNOLOGY PROVIDER

ACTIVE Network is more than just your technology provider; we are your partner to help you provide next generation service.

For this reason, we offer reliable third-party ACTIVE supported hardware to meet your organization's needs. When you order hardware through ACTIVE your dedicated Account Manager will assist you with warranties and your ACTIVE support team will be able to answer any hardware-related questions.

ACTIVE Network requires that the Ingenico IPP320 credit processor, Dynapad, and Dynamag are purchased through ACTIVE to ensure ACTIVE can provide best-in-class security. These devices are specifically encoded to protect your customers' private information to help meet PCI compliance.

Plus, when you order through ACTIVE, **standard shipping is always free!**

900+

customers powered by
ACTIVE third party hardware

Digital Signature Pads



Topaz 5.7" screen
\$597.50 USD



Topaz stand
\$157.50 USD

Credit Card Machine



IPP320
\$460.00 USD



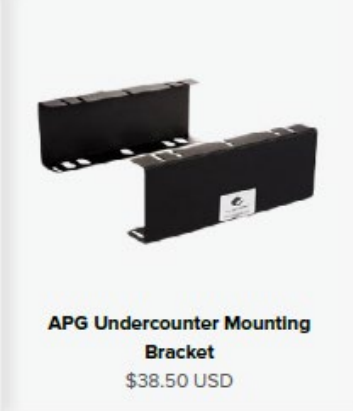
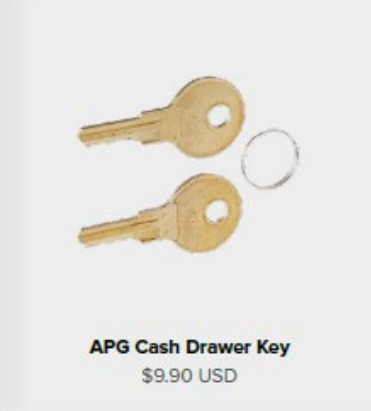
Topaz tilt stand with
Topaz 5.7" screen

Membership Hardware

 <p>Datacard SD260 Printer \$1,395.90 USD</p>	 <p>Datacard PVC Cards \$46.20 USD</p>	 <p>Datacard Ribbon \$137.50 USD</p>
 <p>Datacard Cleaning Kit \$8.80 USD</p>	 <p>Fargo DTC4250 Printer (barcode printing only) \$2,899.00 USD</p>	 <p>Fargo DTC4250 Printer (barcode and magstripe printing) \$3,498.00 USD</p>
 <p>Fargo DTC4000 Series Ribbon \$71.50 USD</p>	 <p>Fargo Cards w/o magstripe \$38.50 USD</p>	 <p>Fargo Cards w/ magstripe \$71.50 USD</p>



Point of Sale Hardware



* When you order through ACTIVE, standard shipping is always free

* Expedited shipping is available upon request

* Local taxes will be applied to purchase amount when applicable

Third Party Hardware Catalog, December 2019

APPENDICES

Sample Reports

This section contains some sample reports.

Facility / Equipment / Instructor Utilization

Reservation Date: From Feb 1, 2019 through Oct 2, 2019

Center Name	Facility / Equipment Type	Facility / Equipment / Instructor Name(Number)	Days Available	Hours Available	Days Reserved	Hours Reserved	Usage By Day	Usage By Hour	Total Attend
Goodyear Community Center	Classroom	Classroom #02 (C2)	244	4,148.00	12	15.00	4.92%	0.38%	138
Goodyear Community Center	Classroom	Classroom #03 (C3)	244	4,148.00	13	16.25	5.33%	0.39%	26
Goodyear Community Center	Classroom	Classroom #04 (C4)	244	4,148.00	38	313.50	15.57%	7.56%	1140
Facility Type Sub-Total:			732	12,444.00	63	344.75	8.61%	2.77%	1304
Goodyear Community Center	Meeting Room	Harding: Community Room (MR-A)	244	4,148.00	2	4.00	0.82%	0.10%	2
Goodyear Community Center	Meeting Room	Meeting Room B (MR-B)	244	4,148.00	37	77.50	15.16%	1.87%	357
Goodyear Community Center	Meeting Room	Conference Room (MR-C)	244	4,148.00	2	8.50	0.82%	0.20%	17
Goodyear Community Center	Meeting Room	Coliseum Ballroom (COLBALL)	244	4,148.00	18	24.00	7.38%	0.58%	332
Goodyear Community Center	Meeting Room	Art Room (ART)	244	4,148.00	9	14.50	3.69%	0.35%	72
Goodyear Community Center	Meeting Room	Meeting Room C (ADAM)	244	4,148.00	46	148.50	18.85%	3.58%	1411
Goodyear Community Center	Meeting Room	School Tour Room (STR)	244	4,148.00	2	4.50	0.82%	0.11%	72
Goodyear Community Center	Meeting Room	Burgoyene Room (BURGOYENE)	244	4,148.00	2	5.00	0.82%	0.12%	72
Goodyear Community Center	Meeting Room	Lounge (LOUNGE)	244	4,148.00	2	4.50	0.82%	0.11%	72
Facility Type Sub-Total:			2196	37,332.00	120	291.00	5.46%	0.78%	2407
Goodyear Community Center	Multi-purpose Room	Multi-Purpose Room S (MP-S)	244	4,148.00	57	54.50	23.36%	1.31%	520
Goodyear Community Center	Multi-purpose Room	Multi-Purpose Room C (MP-C)	244	4,148.00	83	118.75	34.02%	2.86%	956
Facility Type Sub-Total:			488	8,296.00	140	173.25	28.69%	2.09%	1476
Goodyear Community Center	Tennis Courts	Tennis Court 4 (TN-B)	244	4,148.00	3	9.00	1.23%	0.22%	6
Goodyear Community Center	Tennis Courts	Tennis Court 1 (RB1)	244	4,148.00	11	11.00	4.51%	0.27%	0
Facility Type Sub-Total:			488	8,296.00	14	20.00	2.87%	0.24%	6
Goodyear Community Center	Softball Field	Open Grass Area #1 (OPEN1)	244	4,148.00	10	20.00	4.10%	0.48%	100
Facility Type Sub-Total:			244	4,148.00	10	20.00	4.10%	0.48%	100
Goodyear Community Center	Pool	Main Pool (77800)	244	4,148.00	5	4.59	2.05%	0.11%	60
Facility Type Sub-Total:			244	4,148.00	5	4.59	2.05%	0.11%	60
Goodyear Community Center	Shelter	Whispering Pine Shelter (SH-1)	244	4,148.00	12	12.00	4.92%	0.29%	288
Goodyear Community Center	Shelter	Shelter #3 (SH-3)	244	4,148.00	2	6.00	0.82%	0.14%	21
Goodyear Community Center	Shelter	Shelter #4 (SH-4)	244	4,148.00	2	3.25	0.82%	0.08%	2
Facility Type Sub-Total:			732	12,444.00	16	21.25	2.19%	0.17%	311
Goodyear Community Center	Birthday Parties	Birthday Party Room - Ottawa (PPRO 1)	244	1,952.00	2	8.50	0.82%	0.44%	4
Facility Type Sub-Total:			244	1,952.00	2	8.50	0.82%	0.44%	4
Goodyear Community Center	Festivals/ Special	Festival Park / Special Events (FESTIVAL)	244	4,148.00	1	5.75	0.41%	0.14%	3000
Facility Type Sub-Total:			244	4,148.00	1	5.75	0.41%	0.14%	3000
Center Sub-Total:			5612	93,208.00	371	889.08	6.61%	0.95%	8668

Sample Report: Facility Equipment Instructor

10/2/2019

Receipt #1001868.013

Main Recreation Center
 2112 County Park Drive
 Sydney, NSW 27562
 Australia
 Phone: (800) 661-1196
 FAX: (800) 661-1196
 Email: sales@active.com

Receipt #1001868.013
 Oct 2, 2019 3:43 PM



GEORGE COSTANZA
 4586 W 10TH AVE
 NEW YORK, NY 95851
 US

Prepared By: Bryan Markert
 Customer ID: 74

Home phone: (916) 555-4658, Work phone: --

Payment Summary			
Check:	\$0	Cash:	\$50.00
Credit Card:	\$0	Memo:	\$0
ECP:	\$0	Account:	\$0
Gift Card:	\$0	Financial Aid:	\$0
EFTPOS:	\$0	EZ-Link:	\$0
Loyalty Points:	\$0	NETS:	\$0
Payroll Deduct:	\$0	Stored Value Card:	\$0
Total Received:	\$50.00	Total Payments:	\$50.00
		Payment Plan:	\$0

Transactions							
Customer	Description	Item	Charge Description	Unit	Qty	Fee	Charge
George Costanza 4586 W 10th Ave New York, NY 95851 US Home phone: (916) 555-4658 Email: gcost@seinfeld.com ID: 74	Salsa - Beginners #989 Action: Enroll No Class on Feb 7 Enrollment Effective Date: Oct 2, 2019 Meets: From October 2, 2019 to November 6, 2019 Each Wednesday from 6:45pm to 7:45pm Location: Coliseum Ballroom at Goodyear Community Center Checklist: <input checked="" type="checkbox"/> Hockey Waiver	Non Resident	Non Resident Per Seat Fee	Per Seat	1.00	\$50.00	\$50.00

Total Charges \$50.00

https://anprod.active.com/burnaby06/servelet/ShowReceipt.sdl?receiptheader_id=22098&originalversion=true&new_window=yes

1/2

Sample Report: Receipt Confirmation

Permit



Main Recreation Center
2112 County Park Drive
Sydney, NSW, AU 27562

PHONE:(800) 661-1196
FAX:(800) 661-1196
EMAIL:sales@active.com

Permit # R1291

Status Approved
Date Aug 14, 2019 10:52 AM

Customer Name	Bryan Markert - 732	Work Phone Number	(778) 233-4281
Customer Type	Regular	Home Phone Number	(604) 984-4650
Mailing Address	722 East 6th Street Grantville, GA 90210	Cell Phone Number	(778) 233-4281
		Email Address	bryan.markert@gmail.com
System User	Bryan Markert	Payer	Bryan Markert

Rental Fee	\$50.00
Discounts	\$0.00
Subtotal	\$50.00
Deposits	\$20.00
Deposit Discounts	\$0.00
Total Permit Fee	\$70.00
Total Payment	\$20.00
Refunds	\$0.00
Balance	\$50.00

Meeting 1 resource(s) 1 booking(s) Subtotal: \$70.00

Booking Summary

Meeting Room C (Meeting)				Center: Goodyear Community Center		
START DATE	START TIME	END DATE	END TIME	ATTENDEE	AMT W/O TAX	
Aug 26, 2019	9:00 AM	Aug 26, 2019	11:00 AM	25	\$50.00	
Rental Fee	\$25.00 / Hour x 2	\$50.00				
Resource level fees					\$20.00	
Deposit Fee	\$20.00 / Each x 1	\$20.00				

Center Notes
Wagner Center
615 N. West Ave.
Elmhurst, IL, US 60126

Prep Code Notes
Set up an appropriate number of tables and chairs.

Waivers and information

INFORMATION DESCRIPTION	SIGNING STATUS
GBC Waiver Attachment	Unchecked
Approved Vendors Attachment	Unchecked

The following is a list of Approved Vendors. Make sure you have your Insurance documents into OC Parks prior to booking your event

Sample Report: Facility Booking Permit

Cash Receipts Report (Summary)

Receipt Date/Time: From Sep 1, 2019 12:00 AM through Oct 2, 2019 11:59 PM

Cash Drawer Totals

Cash: +	\$14,897.50
Cash Refunds: -	-\$11.00
Sub-Total Cash: =	\$14,886.50
Check: +	\$1,000.00
Sub-Total Cash/Check: =	\$15,886.50
Gift Card: +	\$0.00
Gift Card Refunds: -	\$0.00
Sub-Total Cash/Check/GC: =	\$15,886.50
Memo: +	\$0.00
Sub-Total Cash/Check/GC/Memo: =	\$15,886.50
Credit Card: +	\$5,125.25
Credit Card Refunds: -	-\$80.00
Sub-Total Credit Card: =	\$5,045.25
Debit Card: +	\$0.00
Debit Card Refunds: -	\$0.00
Sub-Total Debit Card: =	\$0.00

Total Cash Drawer: = \$20,731.75

Credit Card Totals

MasterCard:	\$0.00
Visa:	\$4,629.25
American Express:	\$0.00
Other Payment:	\$0.00
Unknown Card Type:	\$416.00

Sub-Totals Credit Cards: \$5,045.25

	Transaction Total	Counted Total
Cash/Check	\$15,886.50	
Credit Card	\$5,045.25	

Grand Totals

Total Cash Drawer: +	\$20,731.75
Sub-Total Manual Deduct: +	\$0.00
Grand Total: =	\$20,731.75
Sub-Total From Account: +	\$0.00
Grand Total With From Account: =	\$20,731.75
Sub-Total From ECP: +	\$ 100.00
Grand Total With ECP: =	\$ 20,831.75
Sub-Total From Journal Entries: +	\$ 500.00
Grand Total With Journal Entries: =	\$ 21,331.75

Signature _____

Verified by _____

Sample Report: Cash Receipts Report Summary

Cash Receipts Report

Receipt Date/Time: From Sep 1, 2019 12:00 AM through Oct 2, 2019 11:59 PM

Receipt #	Date	Time	User	Payer	Payment Type	Payment Detail	Payment	Receipt Total Payment
1001017.004	Sep 4, 19	12:35 AM	renewal, auto	Smith, Robby	Credit Card	No: *1111 Exp: 09/2009	\$16.00	\$16.00
1001018.004	Sep 23, 19	12:34 AM	renewal, auto	Balboa, Rocky	Credit Card	No: *1111 Exp: 10/2010	\$120.00	\$120.00
1001019.004	Sep 23, 19	12:34 AM	renewal, auto	Abbott, Sister	Credit Card	No: *1111 Exp: 10/2010	\$99.00	\$99.00
1001815.013	Sep 3, 19	3:32 PM	Markert, Bryan	Clinton, Hillary	Cash		\$3,437.00	\$3,437.00
1001816.013	Sep 10, 19	9:49 AM	Markert, Bryan	Costanza, George	Cash		\$30.00	\$30.00
1001817.013	Sep 10, 19	10:51 AM	Markert, Bryan	Markert, Bryan	Cash		\$105.00	\$105.00
1001818.013	Sep 10, 19	11:26 AM	Markert, Bryan	Markert, Bryan	Cash		\$118.00	\$118.00
1001819.013	Sep 10, 19	11:41 AM	Markert, Bryan	Bush, Laura	Check	No: 7654	\$250.00	\$250.00
1001820.013	Sep 10, 19	12:28 PM	Markert, Bryan	Markert, Bryan	Cash		\$198.35	\$198.35
1001822.013	Sep 10, 19	7:41 PM	Markert, Bryan	Markert, Bryan	Check	No: *1234	\$150.00	\$150.00
1001823.013	Sep 11, 19	12:35 AM	renewal, auto	Costanza, George	Visa	No: *4113 Exp: 04/2022	\$480.00	\$480.00
1001824.013	Sep 11, 19	6:30 AM	Markert, Bryan	Shepard, Allen	Cash		\$850.00	\$850.00
1001827.013	Sep 11, 19	8:03 AM	Markert, Bryan	Markert, Bryan	Cash		\$30.00	\$30.00
1001828.013	Sep 11, 19	8:09 AM	Markert, Bryan	Abbott, John	Cash		\$30.00	\$30.00
1001829.013	Sep 11, 19	8:18 AM	Markert, Bryan	Block, Kyle	Cash		\$30.00	\$30.00
1001830.013	Sep 11, 19	8:51 AM	Markert, Bryan	Abbott, John	Cash		\$26.65	\$26.65
1001831.013	Sep 11, 19	9:52 AM	Markert, Bryan	Eisenhower, Dwight	Cash		\$850.00	\$850.00
1001832.013	Sep 11, 19	9:57 AM	Markert, Bryan	Markert, Bryan	Cash		\$65.00	\$65.00
1001833.013	Sep 11, 19	10:17 AM	Markert, Bryan	Markert, Bryan	Cash		\$500.00	\$500.00
1001834.013	Sep 11, 19	11:01 AM	Markert, Bryan	Jetson, George	Cash		\$2,897.00	\$2,897.00
1001835.013	Sep 12, 19	12:35 AM	renewal, auto	Markert, Bryan	Visa	No: *4113 Exp: 10/2026	\$480.00	\$480.00
1001836.013	Sep 12, 19	12:35 AM	renewal, auto	Abbott, John	Visa	No: *4113 Exp: 09/2025	\$480.48	\$480.48
1001837.013	Sep 12, 19	12:35 AM	renewal, auto	Block, Kyle	Visa	No: *4113 Exp: 11/2023	\$480.00	\$480.00

Sample Report: Cash Receipts Report Details

Activity Roster (Brief)

Learn to Skate (Thursdays) - Beginner - 1145

Dates: Aug 19, 2021 to Sep 9, 2021	Season: Spring 2020	Ages: 2Yr to 99Yr
Time: 11:30 AM to 12:20 PM	Term:	Enroll Min/Max: 0 to 10
Weekdays: Th	Site: Community Center	Enrolled: 7
Type: Programs	Location: Blue Rink	Waiting List: 0
Activity Category/Activity Other Category: Skating		Team Placeholders: 0
Instructor(s): Robert Johnson, Susan Smith		Total: 7
		Open: 3

ROSTER Transactions Shown Only

#	Enrollee Name	Tx	Qty	Age	Gndr	Home Phone	Work Phone	Receipt #	Team Name	Area
						1st Contact Name	1st Contact Phone			
1	Aitkens, Jennifer	AN	1	12.1	F	(916) 512-5555		1002282.013		Central FutureVille
2	Block, Kyle	AN	1	19.7	M	(858) 987-8541		1002297.013		
3	Johnson, Chris	AN	1	40.7	M	(604) 987-9878		1002375.013		
4	Markert, Frank	AN	1	8.8	M	(604) 984-4850		1002280.008		Northeast
5	Markert, John	AN	1	9.5	M	(604) 984-4850		1002298.008		Northeast
6	Markert, Kate	AN	1	22.9	F	(604) 984-4850		1002276.008		Northeast
7	Markert, RJ	AN	1	20.0	M	(604) 984-4850		1002292.008		Northeast

AC = Enrollment from team contact payment	AP = Enrollment from ProActive	PH = Deposit with hold
AD = Enrollment from a deposit	AT = Enrollment from a transfer	PN = Deposit with not hold
AH = Enrollment from team place holder	AV = Enrollment from direct	RV = Withdrawal with a refund
AL = Enrollment from lottery	AW = Enrollment from the waiting list	TV = Withdrawal from a transfer
AM = Team place holder enrollment	AY = Enrollment from ProActive with no hold	WA = Waiting List with no hold
AN = Normal enrollment	PA = Enrollment from the package	TR = Trial class enrollment
AF = Modify Enrollment	CV = Withdrawal with a credit	RP = Reverse Payment

Sample Report: Activity Roster Brief

Activity Roster (Brief with Payment)

Learn to Skate (Thursdays) - Beginner - 1145

Dates: Aug 19, 2021 to Sep 9, 2021	Season: Spring 2020	Ages: 2Yr to 99Yr
Time: 11:30 AM to 12:20 PM	Term:	Enroll Min/Max: 0 to 10
Weekdays: Th	Site: Community Center	Waiting List: 0
Type: Programs	Location: Blue Rink	Team Placeholders: 0
Activity Category/Activity Other Category: Skating		Total: 7
Instructor(s): Robert Johnson, Susan Smith		Open: 3

ROSTER Transactions Shown Only

#	Enrollee Name	Tx	Qty	Age	Gndr	Home Phone	Work Phone	Receipt #	Tot Fee	Tot Paid	Due	Area
						1st Contact Name	1st Contact Phone					
1	Aitkens, Jennifer	AN	1	12.1	F	(918) 512-5555		1002282.013	\$98.00	\$98.00	\$0.00	Central FutureVille
2	Block, Kyle	AN	1	19.7	M	(858) 987-6541		1002297.013	\$89.00	\$89.00	\$0.00	
3	Johnson, Chris	AN	1	40.7	M	(804) 987-9876		1002375.013	\$89.00	\$89.00	\$0.00	
4	Markert, Frank	AN	1	8.8	M	(804) 984-4650		1002280.006	\$89.00	\$89.00	\$0.00	Northeast
5	Markert, John	AN	1	9.5	M	(804) 984-4650		1002298.006	\$89.00	\$89.00	\$0.00	Northeast
6	Markert, Kate	AN	1	22.9	F	(804) 984-4650		1002276.006	\$89.00	\$89.00	\$0.00	Northeast
7	Markert, RJ	AN	1	20.0	M	(804) 984-4650		1002292.006	\$89.00	\$89.00	\$0.00	Northeast

AC = Enrollment from team contact payment	AP = Enrollment from ProActive	PH = Deposit with hold
AD = Enrollment from a deposit	AT = Enrollment from a transfer	PN = Deposit with not hold
AH = Enrollment from team place holder	AV = Enrollment from direct	RV = Withdrawal with a refund
AL = Enrollment from lottery	AW = Enrollment from the waiting list	TV = Withdrawal from a transfer
AM = Team place holder enrollment	AY = Enrollment from ProActive with no hold	WA = Waiting List with no hold
AN = Normal enrollment	PA = Enrollment from the package	TR = Trial class enrollment
AF = Modify Enrollment	CV = Withdrawal with a credit	RP = Reverse Payment

Sample Report: Activity Roster Brief (with payments)

AutoSave Off

Membership_Statistics_Parks_Recreation Sample Export.csv - Excel

File Home Insert Page Layout Formulas Data Review View Help Acrobat Search

Clipboard Font Alignment Number Styles

	A	B	C	D	E	F	G	H	I	J	K	L
	Customer ID	Membership ID	First Name	Last Name	Home Phone	Email	Package Category	Package Name	Termination Date	Termination Reason	Member Since Date	Membership Expiry
1	684	396	Charles	Arcola	7807877877	activenet@#Adult	Swim Membership	Swim Membership	1/31/2020	Other	11/15/2013	1/31/2020
2	560	504	Jill	Bonk	6133933093	activenet@#Adult	Swim Membership	Swim Membership	1/31/2020	Other	4/24/2015	1/31/2020
3	436	438	Bjorn	Borg	2521347944	bjorn_bor@#Adult	Swim Membership	Swim Membership	1/31/2020	Other	7/14/2014	1/31/2020
4	936	667	Antoine	Bucket	7809859847	activenet@#Adult	Swim Membership	Swim Membership	1/31/2020	Other	6/19/2017	1/31/2020
5	1277	777	Pavel	Bure		activenet@#Adult	Swim Membership	Swim Membership	1/31/2020	Other	2/5/2019	1/31/2020
6	581	388	Donnie	Carter	4163892347	activenet@#Adult	Swim Membership	Swim Membership	1/31/2020	Other	11/6/2013	1/31/2020
7	597	398	Jimmy	Carter	4163892347	activenet@#Adult	Swim Membership	Swim Membership	1/31/2020	Other	11/26/2013	1/31/2020
8	574	389	Joe	Carter	4163892347	activenet@#Adult	Swim Membership	Swim Membership	1/31/2020	Other	11/7/2013	1/31/2020
9	575	439	Michael	Clemons	4162344988	activenet@#Adult	Swim Membership	Swim Membership	1/31/2020	Other	7/17/2014	1/31/2020
10	681	563	Joanie	Cunningham	7807877877	activenet@#Adult	Swim Membership	Swim Membership	1/31/2020	Other	1/27/2016	1/31/2020
11	687	369	Johnny	Cunningham	7807877877	activenet@#Adult	Swim Membership	Swim Membership	1/31/2020	Other	9/6/2013	1/31/2020
12	834	562	Arthur	Eckstrom	7804644844	activenet@#Adult	Swim Membership	Swim Membership	1/31/2020	Other	1/25/2016	1/31/2020
13	522	471	Wilma	Flinstone	7804644844	activenet@#Adult	Swim Membership	Swim Membership	1/31/2020	Other	1/7/2015	1/31/2020
14	708	500	Darren	Flutie	7806988988	activenet@#Adult	Swim Membership	Swim Membership	1/31/2020	Other	4/22/2015	1/31/2020
15	707	365	Doug	Flutie	7806988988	activenet@#Adult	Swim Membership	Swim Membership	1/31/2020	Other	9/4/2013	1/31/2020
16	780	489	Melinda	French		activenet@#Adult	Swim Membership	Swim Membership	1/31/2020	Other	2/24/2015	1/31/2020
17	779	481	Bill	Gates		activenet@#Adult	Swim Membership	Swim Membership	1/31/2020	Other	2/17/2015	1/31/2020
18	510	321	Jake	Gilmour	7804987877	activenet@#Adult	Swim Membership	Swim Membership	1/31/2020	Other	4/3/2013	1/31/2020
19	593	368	Nancy	Gilmour	7804987877	activenet@#Adult	Swim Membership	Swim Membership	1/31/2020	Other	9/5/2013	1/31/2020
20	716	392	Ken	Griffey III	2064355990	activenet@#Adult	Swim Membership	Swim Membership	1/31/2020	Other	11/12/2013	1/31/2020
21	747	624	Amy	Grimm	7202347766	nelsonr19@#Adult	Swim Membership	Swim Membership	1/31/2020	Other	11/3/2016	1/31/2020
22	917	623	Noriko	Hamilton	6044540988	noriko@a@#Adult	Swim Membership	Swim Membership	1/31/2020	Other	10/28/2016	1/31/2020
23	664	535	Tony	Hawk	6047877877	activenet@#Adult	Swim Membership	Swim Membership	1/31/2020	Other	10/27/2015	1/31/2020
24												

Membership_Statistics_Parks Rec

Sample Report: Membership Stats Export

Standard Reports List

Report Type	Available Reports
General Reports	<p>General Reports are miscellaneous general reports that include customer file and transaction exports, promotional offer orders, and custom question answers.</p> <ul style="list-style-type: none"> • Audit Trail Report • Custom Question Answers Report • File Export
Campaign Reports	<p>Campaign Reports are used to track donations and progress towards fundraising goals in a donation campaign. The following Campaign Reports are available in the Reports Menu.</p> <ul style="list-style-type: none"> • Campaign Donation Tracking Report • Campaign Goals Tracking Report • Donations Report • Donor Card
Daily Close Reports	<p>Daily Close Reports are used to reconcile cash receipts, refunds, cash distribution, and account distribution at the end of a day's transactions.</p> <ul style="list-style-type: none"> • Account Distribution Report • Cash Distribution by Account Report • Cash Receipts Report • Refunds Report
Childcare (Flexible Registration) Reports	<p>Flexible Registration reports are used to display information regarding various programs, such as daycare and their enrollees. This includes attendance sheets, rosters and enrollee lists, as well as program and session details.</p> <ul style="list-style-type: none"> • Attendance Sheet Report • Attendance Sheet – Daily • Create Catalog Report • Enrollee List Report • Programs Report • Program Revenue Report • Roll Over Results Report • Roster Report • Sessions Report
Equipment Loan Reports	<p>Equipment Loan Reports are used to display information about lendable equipment inventory and items signed out.</p> <ul style="list-style-type: none"> • Lendable Equipment Inventory Report • Lendable Equipment Signed Out Report
Facility Reservation Reports	<p>Facility Reservation Reports are used to display information regarding facilities and their bookings, fees, and utilization.</p> <ul style="list-style-type: none"> • Bookable Equipment Inventory Report • Calendar – Daily Report

	<ul style="list-style-type: none"> • Calendar – Daily Multi-Resource Report • Calendar – Monthly Report • Calendar – Weekly Report • Charge Matrix Report • Claim Charge Report • Deposits Report • Facility Waitlist Report • Lockers Report • Permit Change Log Report • Permit Extra Booking Fees Report • Permit Master Report • Reservation Dot Report • Reservation Master Report • Resource Utilization Report
<p>Financial Reports</p>	<p>Financial Reports are used to display information regarding account receivables, cash receipts, expenses, net revenues, refunds, and other financial data.</p> <ul style="list-style-type: none"> • A/R Aging Report • A/R Statements Report • A/R Summary Report • A/R Transactions Report • Account Distribution Report • Actual Profit/Loss Report • Actual vs. Budgeted Profit/Loss Report • Agency Distribution Report • Agency Payment Report • Budgeted Profit/Loss Report • Cash Distribution by Account Report • Cash Out Report • Cash Receipts Report • Cash Receipts Export • Cash Summary Over/Short Report • Coupon Usage Report • Credit Card/ECP Report • Credit on Account Report • Deferred Revenue Report • Departmental Revenue Report • Discounts Report • Expense Report • Expense Export • Expiring Credit Card Report • Financial Export • Financial Statistics • Gift Cards Report

	<ul style="list-style-type: none"> • Instructor Hours Export • Internet Income by Site • Net Revenue Report • Override Audit Report • Payment Plan Report • Penalty Charges Report • Receipt Audit Report • Refund Export Page • Refund Request Report • Refunds Report • Reprint Cash Summary Sheet • Reprint Receipt Report • Scholarship Report • System Usage Log • Tax Receipt • Team Statement Report • Transaction Comparison Report • Transaction Export • Unredeemed Gift Card Report
<p>Inventory Reports</p>	<p>Inventory Reports are used to display information regarding POS product inventory, including current inventory quantities, reorder quantities, and replacement cost amounts.</p> <ul style="list-style-type: none"> • Inventory Report • Membership Usage Report • Physical Inventory Sheet Report • POS Product Labels Report • Reorder Report • Replacement Cost Report
<p>Population Reports</p>	<p>Population Reports are used to display information about customers and companies, including customer and company lists, email lists, awards, waivers, revenues, and mailing labels.</p> <ul style="list-style-type: none"> • Customer Awards Report • Customer Listing Report • Customer Revenue Report • Customer Skill Report • Customer Statement Report • Customer Waivers Report • Company Listing Report • Email Open/Click Through Report • Email Opt-Out Report • Email Results Report • Email/Form Letter Page • Gender Statistics Report • Instructor Weekly Schedule Report

	<ul style="list-style-type: none"> • Labels • Member vs. Non-Member Statistics Report • Potential Duplicate Customers Report • System Users Report • View Email Batches
<p>Membership Reports</p>	<p>Membership reports are used to display information regarding customer memberships. This includes membership usage, membership retention, and package totals.</p> <ul style="list-style-type: none"> • Membership Auto Renewal • Membership by Customer • Memberships by Package • Memberships – Cancelled Memberships • Membership Labels • Membership Renewal Expiration • Membership Retention • Membership Statistics • Membership Transfer • Membership Usage • Package Basic • Package Text • Package Totals • Pass Production (Batch)
<p>Registration Reports</p>	<p>Registration reports are used to display information regarding activities, rosters, and instructors.</p> <ul style="list-style-type: none"> • Activity Attendance Sheet • Activity Attendance Sheet – Daily • Activity Change Log • Activity – Create Catalog • Activity Overview Report • Activity Results Report • Activity Revenue Report • Activity Text Report • Activity Totals Report • Activity Withdraw/Transfer Report • Average Fee Per Customer Type Report • Batch Copy Activity Results Report • Customer Attendance Report • Customer Make-Up Class Report • Company Roster Report • Deposit Due Report • Enrollment Distribution Report • Facility Usage Report • Instructors Report • Instructor Attendance Report

	<ul style="list-style-type: none">• Instructor Change Log• Instructor Contracts Report• Instructor Labels• Instructor Payment Due Report• Instructor Payment History Report• Instructor Payroll Report• Instructor Sign-In Sheets• Private Lesson Booking Report• Registration Activity Report• Registration Roll-Over Results Report• Roster (Brief) Report• Roster (Expanded) Report• Roster (with Payments) Report• Substitute Instructor Report• Transcript Report
--	--

Terms and Conditions

Please see the following pages for a sample of ACTIVE’s standard terms and conditions.

Contract # _____

PRODUCT AND SERVICES AGREEMENT

CLIENT INFORMATION			
ORGANIZATION FULL LEGAL NAME:		ADDRESS:	█
CONTACT NAME:	█	TELEPHONE:	█
EMAIL:	█		

OVERVIEW OF AGREEMENT
This Agreement consists of this cover page, the Schedule, the General Terms, and the following Product Attachments:
Recreation Management 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
 717 N Harwood Street, Suite 2500, Dallas, TX 75201
 Telephone: (469) 291-0300

Products and Services General Terms

Your relationship with Active and your use of Active's products and services (including your licensing of Active's SaaS and/or Desktop Software, your use of Services, and/or your purchase or leasing of Hardware) are subject to the terms and conditions set forth herein and are between you 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, you (referred to herein as "Client") must first agree to this Agreement. You represent and warrant that you have the necessary and full right, power, authority, and capability to accept this Agreement, to bind your organization, and to perform your obligations hereunder. You can accept this Agreement by: (a) clicking to accept or agree to this Agreement, where this option is made available to you by Active in the user interface for any Product; (b) where a link to this Agreement appears in an order form, Schedule, or other document provided to you by Active, by signing such document; (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), you understand and agree that Active will treat your use of the Products as acceptance of this Agreement from that point onwards. You may not use the Products and may not accept this Agreement if (i) you are not of legal age to form a binding contract with Active, or (ii) you are a person barred from receiving the Products under the laws of the United States or other countries, including the country in which you are a resident or from which you use the Products. You may not use the Products if you do not accept this Agreement. By accepting this Agreement, you agree 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 Software and the provision of 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. 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. Fees; Payment Terms; Currency. Fees, currency, and payment terms are specified in the applicable Schedule. Unless otherwise specified in the Schedule, all amounts owed by Client that are not directly collected by Active are due from Client within 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. Past due fees will accrue interest at the lesser of the annual rate of 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. Payment of fees is under no circumstances subject to or conditioned upon the delivery of future Products or functionality. Except as otherwise provided in a Schedule, Active may modify the fees once per calendar year upon 30 days' notice, provided that any such increase will not exceed 12.5% over the then-current transaction fees or 5% over the then-current subscription fees.

2.2. Taxes. The prices in this Agreement do not include Taxes. Client is responsible for and agrees to pay any and all Taxes. 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 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, Client agrees to defend, indemnify, and hold Active harmless from all such Taxes and all costs and expenses related thereto.

3. LIMITED RIGHTS AND OWNERSHIP; INDEMNIFICATION.

3.1. Reservation of Rights. All rights not expressly granted in this Agreement are reserved by 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 rights, title, and interests in the Products, including the following: (i) all Intellectual Property embodied or associated with the Products, (ii) all deliverables and work product associated with the Products, and (iii) all copies and derivative works thereof; and (c) the Products, including the source and object codes, logic, and structure, contain and constitute valuable trade secrets of 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 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 all applicable laws, regulations, and the rights of others; (m) take any steps to avoid or defeat the purpose of security

Contract # _____

measures associated with the Products, such as sharing of login and password information, or attempt to circumvent any use restrictions; or (n) except as expressly permitted by this Agreement, use the Protected Materials for hosting purposes.

3.3. Enforcement. Client will (a) ensure that all 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. Intellectual Property Indemnification. Active agrees to defend, settle, and pay damages (including reasonable attorneys' fees) relating to any third party claim, demand, cause of action, or proceedings (whether threatened, asserted, or filed) ("Claims") against Client to the extent that such Claim is based upon Active's proprietary Products (excluding 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.

4. DISCLAIMERS AND LIMITATION OF LIABILITY.

4.1 EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES, IF ANY, SET FORTH HEREIN 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 SERVICES, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, 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 12 MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE, OR (II) IF NO SUCH PAYMENTS HAVE BEEN MADE OR SUCH AMOUNTS CANNOT BE CALCULATED, 10,000 U.S. DOLLARS (OR THE EQUIVALENT THERETO AS DETERMINED BY THE APPLICABLE COUNTRY'S CURRENCY), AS APPLICABLE. NOTWITHSTANDING THE ABOVE, IF YOU RESIDE OUTSIDE OF THE U.S., THIS DOES NOT AFFECT 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 YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. 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 YOUR 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: (I) 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 YOU AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

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 of this Agreement will be set forth in the applicable Product Attachment.

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

Contract # _____

the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of [Section 2](#) of these General Terms which will have a 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 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 these General Terms. 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. 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.

6. GENERAL PROVISIONS.

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

6.2. Suspension. Active will be entitled to suspend any or all Services or deactivate Client's account, including suspending its performance and obligation to remit payments hereunder, upon 10 days' written notice to Client in the event Active reasonably believes that Client is in breach of this Agreement.

6.3. 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.

6.4. Assignment. Active may assign this Agreement and any or all of its rights and obligations herein without Client's approval. Except as provided in an applicable Product Attachment, Client may not assign or transfer this Agreement without the prior written consent of Active.

6.5. 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.

6.6. 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 3 days after deposited in the mail sent certified or registered.

6.7. 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.

6.8. 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.

6.9. Survival. The following provisions will survive any termination, cancellation, or expiration of this Agreement: [Sections 1, 2, 3.2, 4, 5.2, 6, and 7](#) of these General Terms, and such other provisions that should reasonably survive termination, cancellation, or expiration hereof.

6.10. Amendments; No Waiver. No amendment or waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against which it is sought to be enforced.

6.11. 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. No modification to this Agreement will be binding unless it is in writing and includes a signature by an authorized representative of each party. All pre-printed terms of any Client purchase order, business processing document, or

Contract # _____

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.

6.12. 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.

6.13 Governing Law and Venue. Except as set forth below, this Agreement will be governed by the laws of the State of Texas, without giving effect to the conflict of law provisions thereof. 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 Dallas County, Texas. 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 your 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

6.14 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 (as applicable) will control, provided, however, that such standard variable terms such as price, quantity, license scope, payment terms, shipping instructions, and the like will be specified on each Schedule.

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

6.16 Counterparts. 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.

6.17 Remedies Cumulative; Injunctive Relief. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Furthermore, in the event of a breach or threatened breach of the intellectual property obligations in this Agreement, 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.

7. DEFINITIONS.

"Active" means Active Network, LLC, with a principal place of business at 717 N. Harwood St., Suite 2500, Dallas, TX, 75201, together with its Affiliates, or, if your principal place of business is in Canada, Active Network Ltd., with a principal place of business at 2925 Virtual Way, Unit 310, Vancouver BC V5M 4X5.

"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.

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

Contract # _____

"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 Software or Services, as updated by Active from time to time.

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

"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 Software all as more particularly set out in the applicable Product Attachment and/or Schedule.

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

"Products" means, collectively, SaaS, Desktop Software, 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 Software or SaaS, training, project management, and other consulting services.

"Protected Materials" means Products, except for Hardware.

"SaaS" means (a) the software as a service which is hosted by 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.

"Software" means the SaaS and the Desktop Software, collectively.

"Support Services" means the provision of technical assistance for Software or Hardware as further described in 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 those hardware, firmware and/or software products, including updates and enhancements thereto, if any, owned by third parties, together with all user manuals and other documents accompanying the delivery of the Third Party Products.

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

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

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 Services related to events, camps, licenses, classes, tickets, contests, permits, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "Events"), including without limitation access to its SaaS. 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 Services and SaaS. SaaS 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 SaaS 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, as may be updated from time to time, such handbook being available for review in the Client portal, 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, in connection with the promotion of Client's organization or Events and the Services that Active provides.

2.2. Client will make reasonable efforts to promote and encourage the use and availability of the SaaS in connection with the promotion of Events. During the term of this Product Attachment, Active will be the sole and exclusive provider of registration software and other services similar to the Software and Services 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. 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.

2.3. Active may present commerce offers to users who register for, sign up, or otherwise use the SaaS in connection with the Events ("End Users"). Any such End Users may opt in to receive information, items, or promotions/deals from 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.

2.4. Client will: (a) not use the SaaS 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 SaaS; (iii) that is inaccurate or misleading; (iv) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) that contains a virus or malicious code; or (vi) that includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable person would consider private in nature; (b) not attempt to gain access to any systems or networks that connect to the Services and SaaS except for the express purpose of using the SaaS for their intended use; (c) not engage in any activity that interferes with or disrupts the SaaS; (d) not use the SaaS in violation of the CAN-SPAM Act, Canadian Anti-Spam Legislation, or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications.

3. INFORMATION COLLECTION.

3.1. Active collects certain information from End Users (collectively, "Participant Information"). Client may login to Active's data management system to access the Participant Information. Client is responsible for the security of its login information and for the use or misuse of such information. Client will immediately disable a user's access who is using the SaaS on its behalf or notify Active in writing if any such user is no longer authorized or is using such information without Client's consent. Active may rely, without independent verification, on such notice, and Client, inclusive of Client's parent, subsidiaries, and affiliated entities, as applicable, and each of their respective officers, directors, managers, shareholders, owners, agents, employees, contractors, and representatives covenant not to sue and agree to defend, indemnify, and hold harmless Active from any claims arising from Active providing, denying, suspending, or modifying access to or use of the SaaS and Services of any individual as directed by Client or by someone who Active reasonably, under the circumstances, believes is authorized to act on behalf of Client. In the event of any dispute between two or more parties as to account ownership, Client agrees that Active will be the sole arbiter of such dispute in its sole discretion and that Active's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties. Client agrees not to use the Software or Services to collect or elicit (a) any special categories of data (as defined in the European Union Data Protection Directive, as may be amended from time to time), including, but not limited to, data revealing racial or ethnic origin, political opinions, religious or other beliefs, trade-union membership, as well as personal data concerning health or sexual life or criminal convictions other than as expressly directed by Active, and in such event, only in pre-defined fields within the Software that are intended for that purpose; or (b) credit card information other than in pre-defined fields within the Software that are intended for that purpose.

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

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 merchant of record 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.

Contract # _____

4.2. Active may suspend its performance hereunder, including remitting payments, or terminate the Agreement or this Product Attachment in the event it reasonably believes that Client's use of the Services or SaaS is not in compliance with applicable law or the Agreement, is fraudulent, or is otherwise suspect, or if there is a dispute as to the legal authority of a Client-associated party to perform hereunder. If Active reasonably believes that a transaction 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.

4.3. If the Schedule indicates that Client is paying on a subscription basis, Client will be invoiced for the first year of subscription fees upon the date of the first live operational use of the SaaS for the Event(s) ("Go-Live Date"), with subsequent annual subscription fees being invoiced upon each anniversary of the Go-Live Date.

4.4. If (a) there are any overdue amounts owed by 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.

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

4.6. In the event Client is entering into this Product Attachment and using the Services and/or SaaS 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 Section 4 of the General Terms and Section 5 of this Product Attachment 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, 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.

4.7. 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.

4.8. When Active is acting as the merchant of record 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 5 business days' prior written notice, (i) require Client to send to Active Client's books and records related to its sales tax payments, and/or (ii) visit Client's premises during Client's normal business hours to review Client's sales tax payments.

5. **INDEMNIFICATION.** Client will defend, indemnify, and hold Active harmless from and against any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("Claims") against Active to the extent that such Claim is (a) based upon (i) injury or death to a person or damage to property resulting from the participation in an Event operated by Client in connection with the Services and/or SaaS; (ii) 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; (iii) use or unauthorized disclosure of Participant Information by Client or other third parties to whom access is given to Participant Information as provided hereunder; (iv) Client's use of the Services and/or SaaS in violation of Section 2.4 of this Product Attachment; (v) any claims for refunds, reversals or chargeback requests from End Users; or (b) brought by a Third Party Recipient or brought in connection with Active's payment to a Third Party Recipient of any fees due hereunder in accordance with the Agreement.

6. TERM AND TERMINATION.

6.1. Unless otherwise set forth in the applicable Schedule, the initial term of this Product Attachment will be for 3 years from the Effective Date with automatic renewals for 3 year terms thereafter (each, a "Renewal Term"), unless either party gives written notice to the other party to terminate this Product Attachment no less than 12 months prior to the expiration of the then-current term. Unless otherwise set forth in the applicable Schedule, to the extent that Client enters into a Schedule for additional Services and/or SaaS that are related to or interoperable with Services or SaaS 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.

6.2. 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.

6.3. Notwithstanding the termination or expiration of this Product Attachment or the Agreement under any circumstance other than in the event of Active's material, uncured breach of the Agreement, the parties agree that Active will continue to be the exclusive provider of registration software and other services similar to the Services and SaaS for all of Client's Events for which registration begins during the term of this Product Attachment until the Event occurs.

7. ASSIGNMENT.

7.1. Client may not resell, assign, or transfer any of its rights or obligations hereunder except as expressly provided herein, and any attempt to resell, assign, or transfer such rights or obligations without Active's prior written approval will be null and void.

Contract # _____

7.2. 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").

7.3. Client will provide written notice to Active of any proposed or completed Change of Control as soon as permissible and in any event within 5 days of the public announcement or close of the transaction, whichever occurs first. Within the 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 7](#)) agree, in writing, to be bound by the terms and conditions of the Agreement and each applicable Schedule.

8. MISCELLANEOUS.

8.1. [Sections 5, 6, and 8](#) of this Product Attachment and any fees owed by Client will survive any termination or expiration of the Agreement.

8.2. 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 7](#) of this Product Attachment; and/or (iv) Active terminates a Schedule and/or the Agreement pursuant to [Section 7.3](#) of this Product Attachment; (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.

EXHIBIT A

Payment Services Agreement

This Payment Services Agreement ("Agreement") is a legal agreement between Client and Active governing Client's use of Active's payment processing services (collectively, the "Services"). Client must accept all of the terms of this Agreement to use the Services. Visa, Mastercard, American Express, and Discover are collectively defined as the "Card Brands" and their cards are each a "Card".

1. Services

Active's sponsor banks require certain information for the Services. Client must provide accurate and complete information and keep the information up-to-date. Active relies on this information for underwriting and to meet our obligations under applicable federal and state laws and other regulatory requirements. Client must only use the Services for the business purpose described in the General Terms and/or applicable Product Attachment. On an ongoing basis, Client will provide us with the current address of each of your offices, all "doing business as" (DBA) names used by you, and a complete description of goods sold and services provided by you. If the scope or nature of your business or the type of products or services you offer changes, Client must notify Active prior to the change. Client is liable to us for all losses and expenses incurred by us arising out of your failure to report changes to us.

2. REQUIRED INFORMATION, VERIFICATION

Active's sponsor banks and the Card Brands require us to verify your identity, credit, business operations, and compliance with the obligations under this Agreement. Client must provide sufficient information and documentation as requested by Active, including information to verify your identity, financial statements, and customer information. Client authorizes Active to make, from time to time, any business and personal credit inquiries, identity-verification inquiries, and other inquiries considered necessary to review the acceptance and continuation of this Agreement. Client also authorizes any person or credit reporting agency to compile information to answer those inquiries and to furnish that information to Active. Active reserves the right to decline your application for any reason. Active is required to report certain information to our sponsor banks or Card Brands, including the names of any principles and country of domicile.

3. COMPLIANCE WITH LAWS AND RULES

Client must comply with all rules and operating regulations issued from time to time by the Card Brands; any policies, procedures, and instructions provided by us; and the Payment Card Industry Data Security Standards ("PCI DSS") and the Payment Application Data Security Standard ("PA-DSS") (collectively, "Rules"). The Rules are incorporated into this Agreement by reference as if they were fully set forth in this Agreement. An abridged version of the Visa and MasterCard Rules may be viewed at usa.visa.com and

www.mastercardmerchant.com. An abridged version of the American Express Rules (the American Express Merchant Operating Guide – US) may be viewed at www.americanexpress.com/merchantopguide. Client further agrees to comply with all applicable federal, state, and local laws, rules, and regulations ("Laws"), as amended from time to time affecting acceptance of Cards, processing of Card transactions, and the transactions contemplated by this Agreement. Client agrees to the terms of the Electronic Funds Transfer Agreement incorporated into this Agreement by reference as if they were fully set forth in this Agreement. Client will assist Active in complying in a complete and timely manner with all Laws and Rules, now or hereafter applicable to any Card transaction or this Agreement. Client will execute and deliver to Active all such instruments deemed necessary for compliance. If any terms of this Agreement conflict with the Card Brand Rules, the Card Brand Rules will govern.

4. TRANSACTION PROCESSING

In order to process Card transactions, Client must familiarize itself with and adhere to the applicable Card Brand Rules. The following sections address some but not all of the Card Brand Rules that must be adhered to in order to process card transactions. For instance, chapter 4 of the American Express Merchant Operating Guide contains a description of Rules Client must follow for American Express transaction processing. It is Client's responsibility to understand and follow all Card Brand Rules.

5. CARD ACCEPTANCE

Client will honor, without discrimination, any valid Card properly tendered by a Cardholder. "Cardholder" means a person possessing a Card and asserting to be the person in whose name the Card is issued. Client may elect not to accept Visa or MasterCard branded debit cards, but you must provide Active with prior written notice of such election. Client will identify the Cardholder when accepting payment and will request the Card expiration date and ZIP code or postal code from the Cardholder's billing address. It is also highly recommended that Client obtain the security code from each Card. You must not honor any Card if the Card has expired or if the Card number is listed on a current Electronic Warning Bulletin file. You will properly disclose to the Cardholder, at the time of the Card transaction, Client's name, return policy, and other limitations you may have on accepting returned merchandise. Active's name may appear in conjunction with Client's name on Cardholders' statements. Client will not accept any payments from a Cardholder relating to previous charges for merchandise or services, and if Client receive such payments, you will promptly remit them to Active.

6. CARD AUTHORIZATION

Client must obtain authorization via methods acceptable to Card Brand Rules prior to completing any Card transaction. Client must follow any instructions received during the authorization process. Upon receipt of authorization, Client may consummate only the transaction authorized. Where authorization is obtained, Client will be deemed to warrant the true identity of the customer as the Cardholder. Transactions will be deemed invalid on Cards that are expired, whether or not an authorization has been obtained.

Authorizations are not a guarantee of acceptance or payment of a Card transaction and do not waive any provision of this Agreement or otherwise validate a fraudulent transaction or a transaction involving the use of an expired Card. Active may refuse to authorize any transaction, and we are not liable to you if authorization for a transaction is not given. Client will not have any claim against, or right to receive payment from, a Cardholder or any other customer in any Card transaction if Active refuses to authorize the transaction for any reason.

7. RECORDS

Client will deliver to the Cardholder at the time of the transaction a complete and legible receipt from the Card transaction or refund. Client must retain the merchant copy of the receipt in accordance with the applicable Card Brand information security and confidentiality requirements for at least 3 years following the date of completion of the Card transaction (or such longer period as the Rules may require).

8. RECURRING TRANSACTIONS

For recurring transactions, Client must obtain a written request from the Cardholder for such goods and services to be charged to the Cardholder's account, the frequency of the recurring charge, and the duration of time during which such charges may be made. Client must obtain such written consent before the first recurring transaction, and Client must notify the Cardholder that he or she is able to discontinue consent for recurring billing charges at any time. Client must retain evidence of such written consent for recurring transactions for twenty-four months (24) from the date you submit the last recurring billing charge. If this Agreement is terminated for any reason, Client will, at your own cost, advise all individuals and establishments to whom you submit recurring billing charges that Client no longer accept the Card for amounts owed by such establishments or by such individual. The termination of a Cardholders' services constitutes immediate cancellation of the Cardholder's consent for recurring billing charges. Active has no obligation to notify Client of such cancellation, nor shall Active have any liability to Client arising from any such cancellation. Client will not complete any recurring transaction after receiving a cancellation notice from the Cardholder, notice from Active to not complete a recurring transaction, or a response that the Card is not to be honored.

9. FUTURE DELIVERY

Client will not accept a Card transaction for the sale of goods or services for future delivery. If, however, Client has clearly disclosed your intentions to the Cardholder and the Cardholder agrees, Client may submit the following types of charges to Active before you deliver the goods purchased to the Cardholder: (a) charges representing deposits on (i) custom or special orders (provided that in doing so Client is in compliance with applicable law) and (ii) mail orders for items not in inventory at the time the order is placed; and (b) charges representing advance, partial, or full payment for items the Cardholder requests Client to deliver at a later date. If a Cardholder disputes any of these charges, Active will have the right to Full Recourse for such charge. Client represents and warrants to Active that you will not rely on any proceeds or credit resulting from such transactions to purchase

or furnish goods or services. Client will maintain sufficient capital to provide for the delivery of goods or services at the agreed upon future date, independent of any credit or proceeds resulting from Card transactions taken in connection with future delivery transactions.

10. E-COMMERCE TRANSACTIONS

If applicable, Client may process e-commerce transactions only if the transactions have been encrypted by a third-party vendor acceptable to Active. Client is liable for all chargebacks and losses related to e-commerce transactions, whether or not encrypted. Encryption is not a guarantee of payment and will not waive any provision of this Agreement or otherwise validate a fraudulent transaction.

For goods to be shipped on e-commerce transactions, Client may obtain authorization up to seven calendar days prior to the shipment date. Client need not obtain a second authorization if the Card transaction amount is within 15% of the authorized amount, provided that the additional amount represents shipping costs. Client's website must contain all of the following information: (i) complete description of the goods or services offered, (ii) return and refund policies, (iii) customer service contact, including email address or telephone number, (iv) transaction currency (such as U.S. or Canadian dollars) (v) any export or legal restrictions, if known, and (vi) delivery policy.

11. PROHIBITED PRACTICES

Client may not split transactions into multiple Card transactions except where: (a) partial payment is entered on the transaction record and the balance of the transaction amount is paid in cash or by check at the time of transaction; or, (b) the amount represents an advance deposit in a Card transaction completed in accordance with this Agreement and the Rules. Client will not use the Services to accept amounts representing the refinancing of an existing uncollectible obligation, debt, or dishonored check of a Cardholder. Client may not process transactions for, receive payments on behalf of, or (unless required by Law) redirect payments to a third party. Client agrees that Active may, within our sole discretion, suspend the Services for a reasonable period of time required to investigate suspicious or unusual activity. Active shall have no liability for any losses Client may attribute to any suspension of funds disbursement. Client will not allow the Service to be used for high risk transactions or transactions for illegal activities. If Client engages in the behavior for illegal activities, you hereby acknowledge liability to Active and all damages suffered by Active, without limitation despite other language in this Agreement to the contrary. Without limiting the foregoing, Client agree to reimburse Active for any and all costs, expenses, and fines levied on Active by the Card Brands, our sponsor banks, payment processors, or service providers as a result of Client's use of the Services in violation of this Agreement. Active may reverse Card transactions we deem to violate this Agreement, the Laws, Rules, or Policies, and Client agrees to reimburse Active for any such reversal. Client agrees that Active is entitled to invoke the security interest we have, as set forth in this Agreement and all other rights we have, pursuant to a violation of this Agreement, in order to collect the fines levied against Client, or other losses incurred by Active, as set forth in this Agreement.

12. FRAUDULENT TRANSACTIONS

Client will not present for processing or credit, directly or indirectly, any transaction not originated as a result of a Card transaction directly between Client and a Cardholder or any transaction Client knows or should know to be fraudulent or not authorized by the Cardholder. Client will refer perpetrators of fraudulent transactions, in our discretion, to the appropriate law enforcement agency.

13. MERCHANT SERVICES AGREEMENT

Active may require that you enter into a Merchant Services Agreement if certain Card processing volume thresholds are met by Client's use of the Services. Such threshold is met when Card processing reaches over 1,000,000.00 USD in any one year period. Active will notify you if this occurs. Client's continued use of the Services after we notify you will constitute your agreement to the Merchant Services Agreement.

14. CUSTOMER CONTACT

Client authorizes Active to contact Client's customers or their bank if Active determines that such contact is necessary to find out information about any payment transaction between Client and the customer. Also, Client will provide to Active upon our request, contact information for your customers as deemed necessary and reasonable by Active.

15. REFUND CREDITS

Client will issue a credit memorandum, instead of making a cash advance, a disbursement, or a refund on any Card transaction. Active's sponsor bank will debit from the amounts owing you under your Active account for the total face amount of each credit memorandum submitted. Client will not submit a credit relating to any Card transaction not originally submitted to Active, nor will Client submit a credit that exceeds the amount of the original Card transaction. Client will, within the time period specified by applicable law, provide Active with a credit memorandum or credit statement for every return of goods or forgiveness of debt for services that were the subject of a Card transaction.

16. USE OF TRADEMARKS

Client's use of Card Brand marks will fully comply with the Rules. Client's use of Active's marks must comply with our instructions. Client's right to use Active marks and the Card Brand marks will cease upon termination of this Agreement. The Card Brands are the sole and exclusive owners of their marks. Active is the sole and exclusive owner of all Active marks. Client agrees to not contest the ownership of the marks for any reason. Active may at any time, immediately and without advance notice, prohibit the use any of the trademarks for any reason.

17. INFORMATION SECURITY

Client must keep all systems and media containing account, Cardholder, or transaction information (physical or electronic, including but not limited to account numbers, and card imprints,) in a secure manner, to prevent access by or disclosure to anyone other than your authorized personnel. Client must destroy in a manner that will render the data unreadable all such media that you no longer deem necessary or appropriate to store (except for receipts maintained in accordance with this Agreement, Laws, Rules, and Policies). Further, Client must take all steps reasonably necessary to ensure Cardholder information is not disclosed or otherwise misused. Client may not retain or store magnetic stripe or CVV2, CVC2, or CID data after authorization. Client must notify Active in the event Client uses any agent that will have access to Cardholder data. Card Brand regulations mandate that all agents that access, store, transmit, or process Cardholder data must be registered and comply with the established data security standards of PCI DSS and PA-DSS.

If Client stores Cardholder account numbers, expiration dates, and other personal Cardholder data in a database, Client must follow Card Brand guidelines on securing such data. Client must, at all times, remain in compliance with the PCI DSS and PA-DSS, as applicable, and as mandated by the Card Brands and Active's sponsor bank.

In the event of breach of, intrusion of, compromise of, or otherwise unauthorized access to Cardholder account information which is stored and in the possession of Client or Client's agents, Client must immediately notify Active and provide us with information relating and pertaining to the type, nature, and extent of Cardholder account information which has been compromised. Further, Client must cooperate with Active regarding reasonable requests for information and details regarding the compromise of Cardholder account information. Client will make all reasonable, good faith efforts to remedy and address the cause of said breach, intrusion, compromise, or otherwise unauthorized access to Cardholder account information. Client shall maintain industry "best practices" regarding continuity procedures and systems to ensure security of Cardholder account information in the event of a disruption, disaster, or failure of Client's respective data storage system and/or facility.

18. THIRD PARTY SERVICE PROVIDERS

If Client uses special services or software provided by a third party to assist in processing transactions, including authorizations and settlements, or accounting functions, Client is responsible for ensuring compliance with the requirements of any third party. Active is not responsible for any transaction until the point in time Active receives data about the transaction. Active has relationships with the Card Brands to provide the Services. The Card Brands have the right to enforce any provision of the Card Brand Rules and to prohibit Client and Active from engaging in any conduct that the Card Brands deem could injure or could create a risk of injury to the Card Brands, including injury to reputation, or that could adversely affect the integrity of the interchange system, the Card Brands' Confidential Information as defined in the Rules, or both. Client will not take any action that could interfere with or prevent the exercise of this right by the Card Brands.

19. SECURITY INTEREST, RESERVE, RECOUPMENT, PERSONAL GUARANTEE

Because Active is financially responsible for actions taken by Client using the Services, Active requires certain protective measures as outlined below.

19 (a) This Agreement will constitute a security agreement under the Uniform Commercial Code. Client grants Active a security interest in and lien upon: (a) all funds representing amounts owing you under this Agreement at any time in Client's Active account, regardless of the source of such funds; (b) all funds at any time in the Reserve Account (as defined below), regardless of the source of such funds; (c) present and future Card transactions; and, (d) any amount which may be due to you under this Agreement, including, without limitation all rights to receive any payments or credits under this Agreement (collectively, the "Secured Assets"). Client agrees to provide other security to Active upon request to secure your obligations under this Agreement. These security interests and liens will secure all of Client's obligations under this Agreement and any other agreements now existing or later entered into between Client and Active including, but not limited to, Client's obligation to pay any amounts due and owing to Active. Active may exercise this security interest without notice or demand of any kind by making an immediate withdrawal or freezing of Client's Secured Assets. Upon Active's request, Client will execute one or more financing statements or other documents to evidence this security interest. Client represents and warrants that no other person or entity has a security interest in the Secured Assets. With respect to such security interests and liens, Active will have all rights afforded under the Uniform Commercial Code and any other applicable law and in equity. Client must obtain from Active a written consent prior to granting a security interest of any kind in the Secured Assets to a third party. Client agrees that this is a contract of recoupment. As such, Active is not required to file a motion for relief from a bankruptcy action automatic stay to realize on any of the Secured Assets. Nevertheless, Client agree not to contest or object to any motion for relief from the automatic stay filed by Active. Client authorizes Active and appoints us your attorney in fact to sign your name to any financing statement used for the perfection of any security interest or lien granted hereunder.

19 (b) For the purpose of providing a deposit and a source of funds to pay Active for amounts owed by Client, Client shall deposit to an account maintained by Active titled to Active's sponsor banks, initially or at any time in the future, as requested in good faith by Active, sums sufficient to satisfy Client's current and/or future obligations as determined by Active ("Reserve Account"). Funds, if any, in the Reserve Account shall remain in the Reserve Account until each of the following has occurred: (a) this Agreement has been terminated; and, (b) Client has paid Active in full all amounts owing or that could ever be owed under this Agreement, including, without limitation, all outstanding or uncollected amounts and potential chargebacks. Active's sponsor banks shall have sole control of the Reserve Account. Active's sponsor banks or Active may, at any time, require that the amount on deposit in the Reserve Account be increased and shall have sole discretion as to the amount from time to time. In no event shall Client be entitled to a return of any sums remaining in the Reserve Account for 270 days following the effective date of termination of this Agreement. Active has the right to debit Client funds in the Active account to establish, increase, or maintain funds in the Reserve Account. Active may deposit into the Reserve Account, funds Active would otherwise be obligated to pay Client, for the purpose of establishing, increasing, or maintaining the Reserve Account in accordance with this section, if Active determines such action is reasonably necessary to protect our interests. Client understands and agrees that if Client is required to establish a Reserve Account, Client has an obligation under this Agreement to maintain at all times a balance in

the Reserve Account sufficient to protect Active against losses resulting from transactions initiated by Client. Active may, without notice, apply funds deposited in Client's Reserve Account against any outstanding amounts Client owes Active under this Agreement or any other agreement between Client and Active. Also, Active may debit Client's Reserve Account to exercise our rights under this Agreement to collect any amounts due to Active including, without limitation, rights of set-off and recoupment.

19 (c) Active has the right of recoupment and set-off. This means that Active may offset any outstanding or uncollected amounts owed to us from: (a) any amounts owed to Client that Active would otherwise be obligated to pay Client, or (b) any other amounts Active may owe Client under this Agreement or any other agreement. Client acknowledges that in the event of a bankruptcy proceeding, in order for you to provide adequate protection under Bankruptcy Code § 362 to Active, Client must create or maintain the Reserve Account as required by Active, and we will have the right to offset against the Reserve Account for any and all obligations which you may owe to us, without regard to whether the obligations relate to Card transactions initiated or created before or after the filing of the bankruptcy petition.

19 (d) As a primary inducement to Active to enter into this Agreement, by signing this Agreement Client jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Client as an individual ("Guarantor") of each of your duties and obligations to Active pursuant to this Agreement, as it now exists or amended from time to time, with or without notice. Guarantor understands further that Active may proceed directly against the Guarantor without first exhausting our remedies against any other person or entity responsible to it or any security held by Active. This guarantee will not be discharged or affected by the death of the Guarantor, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any of our successors. Guarantor understands that the inducement to Active to enter into this Agreement is consideration for the guarantee, and that this guarantee remains in full force and affect even if the Guarantor receives no additional benefit from the guaranty.

20. ADDITIONAL REPRESENTATIONS AND WARRANTIES

In addition to all other warranties provided under this agreement, Client represents and warrants that (a) Client has never been placed on the MasterCard MATCH system or the Combined Terminated Merchant File, and if so, Client has disclosed this to Active and (b) all transactions are bona fide and no transaction involves the use of a Card for any purpose other than the purchase of goods or services from Client and does not involve a Cardholder obtaining cash from Client unless allowed by the Rules and agreed in writing with Active.

21. ADDITIONAL INDEMNIFICATION

In addition to any other indemnity obligations provided under this Agreement, Client also agrees to indemnify and hold harmless Active's sponsor bank for acting in accordance with any instruction from Client or Active regarding Client's use of the Services. Further, Client shall indemnify and hold harmless Active's sponsor banks, the Card Brands, and Active, and all employees, officers, directors, shareholders and agents of Active or Active's sponsor bank from any and all loss, cost, expense, claim, damage, and liability (including attorneys' fees and costs) paid or incurred by any one or more of them, arising from, caused by, or attributable to, any of the following: (1) any Card transaction processed under this

Agreement, (2) any breach by Client of this Agreement and those related to any bankruptcy proceeding; (3) willful misconduct, fraud, intentional tort or negligence by Client or that of Client's employees, agents or representatives; (4) theft, embezzlement, or unauthorized use; or (5) action by Active or Active's sponsor bank exercising any right under this Agreement, Laws, Rules, or Policies.

22. IRS REPORTING

To comply with IRS 1099-K reporting requirements, Active may be required to file a form 1099-K with the U.S. Internal Revenue Service (IRS). Active may collect 28% federal backup withholding upon transaction settlement, on behalf of the IRS, from Client if Client does not supply your legal name, SSN or EIN, or if Client fails to respond to a request from Active to verify the same. All withholdings will be remitted to the IRS as required by law. To avoid potential backup withholdings, Client should notify Active any time there is a change to your SSN, EIN, legal name, or business address, and ensure you respond to any request for verification and record update from Active.

23. RIGHTS AND REMEDIES CUMULATIVE

The rights conferred upon Active, Active's sponsor banks, and the Card Brands in this Agreement are not intended to be exclusive of each other or of any other rights and remedies Active has under this Agreement, at law, or in equity. Rather, each and every right Active has at law or in equity will be cumulative and concurrent and in addition to every other right.

24. AMENDMENTS

This Agreement and the Policies referenced and incorporated in this Agreement may be amended, modified, or revised at any time without notice. While Active may notify Client as the Agreement or Policies are modified, it is Client's sole responsibility to review and maintain familiarity with the Agreement and Policies, including any changes that may be made to these documents, respectively, from time to time thereto, and Client is bound by any changes. The amendments to this Agreement and/or Policies referenced herein will become effective and binding upon Client immediately. In the event Client does not agree to the aforementioned amendments and do not wish to be bound the terms and conditions thereto, Client shall provide written notice to Active. Notwithstanding the foregoing, changes to fees authorized by this Agreement will be effective upon the giving of notice to Client and any fee increase, change in Rules, or other requirement imposed by Card Brands may be passed on to Client and will be effective upon the giving of notice to Client.

25. AGENCY RELATIONSHIP

Client authorizes Active with respect to the Services to act as Client's agent for the limited purposes of holding, receiving, and disbursing funds on Client's behalf. Client's authorization permits Active to generate an electronic funds transfer to process each payment transaction. This authorization will continue until this Agreement is terminated. Client agrees that Active's receipt of transaction proceeds satisfies your customers' obligations to Client. Active will

remit funds actually received by Active on Client's behalf, less amounts owed to Active, subject to any chargebacks or reserve withheld or applied as per this agreement.

26. AMERICAN EXPRESS COMPLIANCE

Client agrees to comply with all Applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantopguide.

27. HIGH CHARGE VOLUME SPONSORED MERCHANTS

In the event that Client's Annual Charge Volume becomes \$1,000,000 USD or greater, Client will become a direct Card-accepting merchant under the standard American Express acceptance program and cease to be a Sponsored Merchant under this Agreement. As a direct Card-accepting merchant, Client will be bound by the then-current American Express Card acceptance agreement and American Express's Discount and other fees and assessments shall apply.

28. THIRD PARTY BENEFICIARY RIGHTS

Client understands and covenants that Client is not a third-party beneficiary under Active's agreement with American Express, including all schedules and exhibits, or the American Express Rules. Client acknowledges and agrees that American Express is a third-party beneficiary under this Agreement between Client and Active. This means American Express has the rights, but not the obligation, to enforce the terms of this Agreement against Client.

29. AMERICAN EXPRESS LIABILITY

CLIENT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO CLIENT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

RFP Exceptions

Active Network, Ltd (“Active”) is in general agreement with the concepts contained in the terms and conditions of the Request for Proposal for Parks and Recreation Software (the “RFP”) and submits this proposal based on the understanding and condition that the City of Waukesha (the “Client”) and Active will work together in a spirit of cooperation to discuss, clarify, and agree upon the specific scope of services, deliverables, pricing, schedules, responsibilities between the parties, assumptions, and contract terms (including legal terms and conditions, as well as insurance coverage amounts) applicable to the services described in this Response to the RFP prior to finalizing the arrangement between the parties. Please note that Active requests that Active’s standard terms and conditions, a sample copy of which is attached to this proposal, form the base of the arrangement.

For further clarity, Active respectfully takes exception to the included sample form contract. Active seeks to delete this sample form contract in its entirety and replace them with terms found in Active’s standard agreement (attached). Active is offering a commercial off-the-shelf product which is thoroughly nuanced within Active’s template.

Active is confident that through these discussions we can reach an agreement of these issues in a timely and efficient manner as we have done previously in similar contracts with other similarly situated customers. Active looks forward to becoming a valued partner for many years to come.



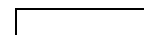
Please detail limitations of system and system components. For both client & browser based activities please include your minimum computer/browser requirements.

ITEM	DESCRIPTION	RESPONSE	COMMENTS
1	Describe the operation system.	Other	Fully Hosted Solution
2	What are the Hardware/Server requirements?	Other	Fully Hosted Solution
5	What are the Software requirements?	Yes	Microsoft Windows: Windows 8, 8.1 and 10, Adobe Reader: 11.0.06 or later
6	What are the Network requirements?	Yes	Internet Access: Wireless-AC1300 PCI-E adapter or faster. Standard CAT5 connection recommended for daily use. Internet Speed: Minimum speed is 300 kbps. We recommend 1 mbps or faster for daily use.
7	Tell us about the database configuration.	Yes	Fully Hosted Solution
8	Are you able to use Active Directory for a SSO?	Yes	
9	Please list all compatible browsers and version.	Yes	
10	Application offers users an online Knowledge Base.	Yes	ACTIVE Net Answers is a fully populated online Support portal with Knowledge Base, and Video Tutorials
11	Application offers internal help/tips button.	Yes	Context sensitive Help tool within the product itself
12	Vendor offers online community forums.	No	
13	Toolbar has "bubble help/toolbar tips" (functionality of a particular button is displayed when cursor passes over button).	No	
14	Receipts can be printed in English.	Yes	
15	Receipts can be printed in Spanish.	Yes	
16	List any and all languages for printing receipts.	Yes	English, French and Spanish



Environment - this includes both production (live system) and a development (training) environment so that it will allow users to do the testing, training and make changes in a separate system before going live.

ITEM	DESCRIPTION	RESPONSE	COMMENTS
1	Cloud Solution.	Yes	
2	OnPrem Solution.	No	
3	Hybrid Solution.	No	
4	Is system able to set individual permission/access?	Yes	
5	Is system able to define group permissions? If so, please indicate if able to do per task or per module.	Yes	ACTIVE Net has 300+ granular permissions that can be assigned to groups. Some of those permissions are broad in scope, others are targeted at sensitive areas (eg. Refunds, scholarships, medical alerts etc.)
	System uses role based security where security profiles are tied to users.	Yes	
6	Is user access limited to XX number of users?	No	
	Site License with unlimited number of concurrent users.	Yes	
7	Are users set up by Software Admin?	Yes	Or via ADFS
8	Dedicated website with product information and software release downloads.	Yes	
9	System allows attachment of documents (example: PDF, Excel, Word, JPEG) and export in information in same manner.	Yes	
10	System provides an database export.	Other	System provides numerous file exports. Alternatively there is a solution called ACTIVE Hub which allows users to access the database directly for custom reporting or other data needs.
11	System enables a database import (ex. Expenses from Financial program).	No	
12	Does system have a dashboard.	Yes	Activities Dashboard
13	Dashboard view can be configured to meet individual needs of each user (each user can have different dashboard).	No	Most cities tend to use our APIs to populate their own Dashboard tool instead of relying on a canned dashboard that possibly doesn't meet their needs.
14	What modules are available from dashboard view.	Yes	Activities
15	All modules can be accessed by mobile devices.	Other	ACTIVE Net Connect is a Mobile App for staff that optimizes workflows for Mobile users on a Tablet. Activity Sales and check-in, Childwatch, Membership Validation, Waiver management, Account Creation and Childcare Check-in/out.





The registration description includes functions associated with managing customers signing up for a variety of activities and anything associated with those activities. These functions include tracking items such as waivers, certifications or forms, instructor information and access. It includes the management of activities within seasons and across seasons, including items such as class lists, open/closed classes, prices of classes, etc. There is an on-line component for this section too.

ITEM	DESCRIPTION	RESPONSE	COMMENTS
1	Ability to track programs by first name, last name.	Yes	
2	Ability to track programs by type.	Yes	
3	Ability to track program by code (code field allows any type/# of characters)	Yes	
4	Ability to track programs by level.	Yes	
5	Ability to track programs by prerequisites.	Yes	
6	Ability to track programs by restrictions.	Yes	
7	Ability to track programs by program capacity.	Yes	
8	Ability to track programs by equipment required.	Yes	
9	Ability to track programs by instructor names.	Yes	
10	Ability to track programs by extra fees.	Yes	
11	Ability to track programs by account contact info.	Yes	
12	Ability to track programs by method of registration.	Yes	
13	Ability to track pass/fail by individual customer and if fail limit registration.	Yes	
14	Ability to print special instructions on receipts.	Yes	
15	Ability to customize receipt notes per module	Yes	
16	Track waivers by customer.	Yes	
17	Track waivers by class.	Yes	
18	Online registration for flagged courses requires additional electronic agreement to satisfy course requirements (sport waiver). Is there an ability to have a text box pop up during the online process?	Yes	
19	Describe the signed waiver process for in-house registrations. Ability to attach forms to registration?	Yes	Waivers for in-house registrations can be signed electronically on a Topaz unit or captured in the Connect App. You can attach forms to registration.
20	Track Instructor certifications.	Yes	
21	Track instructor certification expirations.	Yes	
22	Ability to track classes by class dates.	Yes	
23	Ability to track classes by location.	Yes	
24	Ability to track classes by class capacity.	Yes	
25	Ability to track classes by start/end times.	Yes	
26	Ability to track classes by min/max class size.	Yes	
27	Ability to track classes by instructor.	Yes	



28	Ability to track classes by registrant.	Yes	
29	Ability to track classes by residency	Yes	
30	Ability to track classes by age	Yes	
31	System has table-driven course fees (if a course fee changes, the administrator can simply change the fee in one place without having to change the fee in multiple places).	Yes	There is a 'batch fee change' feature.
32	Please list how many course fees can be charged per class.	Yes	Unlimited
33	Ability to quickly duplicate existing courses - so that courses with similar details do not have to be entered from scratch. Please detail how this is accomplished.	Yes	You can Mass Copy Activities, or copy them one-to-one.
34	When copying existing courses can you edit course information by facility.	Yes	
35	When copying existing courses can you edit course information by date.	Yes	
36	When copying existing courses can you edit course information by instructor.	Yes	
37	When copying existing courses can you edit course information by time.	Yes	
38	When copying existing courses can you edit course information by course number.	Yes	Typically ACTIVE Net numbers the Activities.
39	When copying existing courses can you edit course information by fee.	Yes	
40	When copying existing courses can you edit course description?	Yes	
41	Copying course information maintains original information.	Yes	When you copy an Activity, it creates a new Activity (perfect copy) in a "tentative" status. You can then make all the changes and edits you want before you change the status to "open".
42	Ability to enforce minimum & maximum ages required for course registration. Min. & max. age fields are optional in course set-up (e.g. they are not mandatory).	Yes	
43	Ability to override ages when necessary.	Yes	
44	The system calculates age based on the end date of the course rather than the date of registration.	Other	The system will calculate age by the first date of the activity by default. You can also stipulate a specific "age calculation date".
45	The system calculates age based on a specific date rather than the date of registration.	Yes	



46	Ability to have dates incremented when rolling activities forward (e.g. a block of programs will automatically have their dates adjusted to a given start date).	Yes	
47	Ability to block dates off for statutory holidays and have the system adjust program dates. Holidays should be adjustable by location.	Yes	
48	Ability to specify if a program is Tax applicable.	Yes	
49	Facilities can be automatically rented from within the registration module while setting up programs (e.g. without having to launch the facilities scheduling module).	Yes	
50	Ability to block time daily.	Yes	
51	Ability to block time weekly.	Yes	
52	Ability to block time bi-weekly.	Yes	
53	Ability to block time monthly.	Yes	
54	Ability to block time first week of month.	Yes	
55	Ability to block time last week of month.	Yes	
56	Does system auto populate necessary modules?	Yes	Further detail on this requirement would be helpful.
57	If system can auto populate modules, can text be customized?	Yes	Further detail on this requirement would be helpful.
58	Please describe additional time blocking options.	Yes	You can create different date patterns within one Activity. For example, this Painting class should meet Monday & Tuesday for the first two weeks of the program, and then Thursday & Friday for the next two weeks of the program.
59	Ability to identify holidays dates and exclusion dates and specify these dates on the receipt.	Yes	ACTIVE Net will automatically spell out exception dates on the receipt
60	System prevents duplicate registrations.	Yes	
61	Warning pop-up presented, but allows over-ride only for staff.	Yes	
62	Ability to track prerequisites for a particular course (including displaying an automatic alert message if a prerequisite has not been met).	Yes	



63	Prerequisites can be tracked based on course groups. For example, Introductory Pilates is a prerequisite for Advanced Pilates. Introductory Pilates is available as four different courses (different days/times/locations). Any one of these courses would meet prerequisite requirements.	Yes	
64	Describe ability to override prerequisites.	Yes	By "User Profile" certain users have the ability to override the fact a customer may not have the required pre-requisites and enroll them anyways. This is logged on the Override Audit report.
65	Ability to track emergency contact info by name(s).	Yes	
66	Ability to track emergency contact info by address.	No	
67	Ability to track emergency contact info by work phone.	Yes	Each emergency contact has a primary and alternate phone number field
68	Ability to track emergency contact info by cell phone.	Yes	
69	Ability to track emergency contact info by home phone.	Yes	
70	Ability to have more than one emergency contact.	Yes	Two per person
71	Ability to rank those emergency contacts in order of priority.	No	
72	When class is full registrant or staff are prompted with wait list.	Yes	
73	Customer is given their spot number on wait list.	Yes	
74	Customer can sign up for notifications if spot opens in requested class.	No	
75	Notifications for open spot can be emailed automatically.	No	
76	Multiple people can be notified for available open spots. Please describe how this is accomplished.	Yes	You can email the waitlist for a program directly.
77	Ability to determine the number of classes that were full and/or overbooked during a season.	Yes	
78	System does not require one session/season to be closed before starting another.	Yes	
79	How many seasons/sessions can be open at one time.	Yes	Unlimited



80	System allows registration of customers into programs offered in more than one season at the same time (e.g. registration in both fall and winter programs at the same time).	Yes	
81	System alerts customer of similar classes.	No	
82	System alerts customer of same classes at different times.	No	
83	System alerts customer of similar classes in different seasons.	No	
84	System alerts customer of classes purchased by other customers who also viewed / purchased class.	No	
85	How are suggestions presented to customer?	No	
86	Ability to warn operator of conflicting registrant activities.	Yes	
87	What actions can operator take when conflicting registration occurs. Please describe.	Yes	Operator can override the conflict and enroll anyways if they have the User Profile permission to do so.
88	Ability to track special requirements/notes on an individual user basis (e.g. "Note: this customer is a diabetic", etc.).	Yes	
89	How many fields are we given to track special requirements per individual.	Yes	Unlimited
90	How many fields are we given to track special requirements per family /group.	Yes	Unlimited
91	Ability to enter multiple client registrations into one or more activities in a single registration transaction.	Yes	
92	Ability to limit multiple client registrations for single opportunity, if so, how?	Other	More information on this requirement is needed.
93	Ability to search by class/program code	Yes	
94	Ability to search by class/program name	Yes	
95	Advanced search of date ranges.	Yes	
96	Advanced search of specific dates.	Yes	
97	Advanced search am/pm.	No	
98	Advanced search of ages.	Yes	
99	Advanced search of facilities.	Yes	
100	Advanced search of classes.	Yes	
101	Advanced search of instructors.	Yes	
102	Ability to search with multiple filters.	Yes	
103	Ability to handle all aspects of withdrawing customers (a single customer or all participants of a class) from courses including tracking of withdrawal reasons (table driven), withdrawal confirmation, admin fees, refunds, etc.	Yes	



104	Please describe process for withdrawing customer(s).	Yes	Customers can be withdrawn from an Activity with or without refund. You can also withdraw all or any number of selected participants from an Activity in one transaction (Mass refund/withdraw).
105	Ability to handle all aspects of course cancellations including tracking of course cancellation reasons (table driven), cancellation notification, admin fees, refunds, etc.	Yes	
106	Please describe process for course cancellation.	Yes	The operator will change the status of the Activity from OPEN to CANCELLED and specify the cancel day (used for proration).
107	Ability to email registrants if course is cancelled. (automatically ?)	Yes	But not automatically
108	Ability to transfer customers from one activity to another activity.	Yes	
109	Ability to transfer customer online. (is this the customer having the ability to transfer online themselves?)	Yes	Optionally you can enable this feature that they can transfer themselves X days prior to the Activity start date
110	Ability to do a global discount or adjustment for an entire course or program area. (e.g. Give a \$5 credit to everyone registered in Flag Football, because one night was cancelled due to lawn maintenance).	Yes	
111	System supports wait listing of program requests.	Yes	
112	Ability to put customers on multiple waitlists simultaneously.	Yes	But you cycle through each Activity once
113	Ability to remove customer from waitlist based on gaining course entry.	Yes	"Enroll from Waitlist" accomplishes both things in one step.
114	Ability to remove customer from numerous waitlists based on gaining course entry.	No	
115	Ability to put customers on a single waitlist for programs that are on the same code but at different locations, dates, and times (e.g. put customer on waitlist for "Beginner's Yoga" program and move customer into first class that becomes available anywhere on city).	No	



116	If a class size is increased or an opening becomes available due to cancellation, waitlisted registrants will be dropped into the queue <u>before</u> any new registrants.	Yes	
117	Ability to track course attendance on a per class basis.	Yes	
118	Ability to generate contracts for instructors.	Yes	
119	System allows multiple instructors to be assigned to a single activity.	Yes	
120	Ability to assign one instructor to more than one activity.	Yes	
121	Ability to interrupt any function and perform another function and return to the original function without losing information.	Yes	
122	Ability to use multiple GL accounts for one course and assign a percent of revenue received to each.	Yes	
123	Text may be entered for activities including a description of the activity, which will appear in the activity guide.	Yes	
124	Course information can be synced/exported for import into main Activity Guide creation software (Microsoft or Adobe based applications).	Yes	ACTIVE Net has a purpose built Brochure Export for Adobe In-Design that includes style tags
125	Course information can be kept for more than one season at a time.	Yes	
126	Ability for instructors to access and print class list.	Yes	
127	Ability to email receipts.	Yes	
128	Ability to email receipts to multiple customers.	Yes	
129	Ability to apply default customer email address to receipt.	Yes	
130	Ability for customer to setup multiple email addresses and set a default email account.	Yes	Each person (within a household) can have a primary and secondary email address on file.
131	Purchase of Gift certificates can be accomplished without setting up user account.	Yes	
132	Please describe how gift certificates are tracked in the system.	Yes	ACTIVENet can either generate a random 22 character code - or the user can scan/enter a code into the system (eg. if using pre-printed gift cards). The credit balance is associated to this code. It can be linked to an account, or be used standalone by an unknown recipient.
133	When viewing a customer file, staff can view all family members and current classes.	Yes	



134	Ability to apply mailing lists, address change, phone, emergency contact, nsf, geographic areas, email.	Yes	
135	Allow for separate registration dates for residents and non-residents.	Yes	
136	Ability to send customers a survey.	Yes	ACTIVENet does not have a survey tool, but it can email a link to a third party tool easily.
137	Ability to set up a payment plan in-house and online as form of payment and automatically print/email a receipt.	Yes	
138	Ability to create and maintain payment plans.	Yes	
139	Ability to run mailing labels-combining duplicate addresses. (ex: mailing label for multiple family members @ same address).	Yes	
140	Ability to enter financial assistance percentage and for system to calculate charges automatically.	Yes	
141	Ability to notify online customers and staff if class/program does not qualify for financial assistance.	Yes	
142	Ability for public to register online if qualified for financial assistance.	Yes	
143	Ability to create custom questions that notify staff and online registration transactions.	Other	Further detail on this requirement would be helpful.
144	Ability to have required responses for custom questions. If questions not answered per required responses, registration is limited.	Yes	
145	Ability to make answers to custom questions mandatory in order to complete the registration process.	Yes	
146	Ability to lock people out of Activity B, if they register for activity A (only register for one block of pickleball or ability level)	No	



The Account section refers to all items associated with a customer's account from both a customer perspective as well as a user perspective. Items include such information as name, address, status, and family associations. There is an on-line component for this section as well.

ITEM	DESCRIPTION	RESPONSE	COMMENTS
1	List all available date-month-year configurations for both input & output.	Yes	If a user enters "5/1", "May 1", "1 May" the system will convert that to "May 1, 2021" automatically.
2	Track by neighborhoods.	Yes	"Geographic Areas" is an open table that can be used to designate neighbourhoods, or school districts etc. as needed.
3	Track by aldermanic districts.	Yes	Customers can be linked to one Geographic Area - further designations like Aldermanic district could be also tracked in a custom Account question.
4	Track by staff defined areas.	Yes	Custom Account Question
5	Track by school.	Yes	Custom Account Question
6	Track by class.	Yes	Custom Account Question - unless 'Class' means Grade
7	Track by resident/non-resident.	Yes	
8	Please provide additional examples of sorting options.	Yes	
9	Describe how areas can be imported including if residency can be automatically determined and by what criteria (zipcode, street addresses, etc.).	Yes	Street databases define residency qualification boundaries and may be obtained through local GIS (Geographic Information Systems) departments from City and County offices. When a new Customer record is created in ActiveNet, residency is normally assigned if the Customer's Geographic Area, Postal Code, or Street Address has the Resident field flagged in the corresponding table.
11	Descibe how areas can be imported from GIS.	Yes	The streets database upload includes a field for Geographic Area (which can confer residency status if needed)
12	Descibe how areas can be interfaced from GIS.	Yes	Through the streets database upload
13	Ability to search by partial entry of the sought value (e.g. search for "SM" returns Smith, Smythe, etc).	Yes	
14	Ability to report on partial field search.	No	



15	Search for client by first name.	Yes	
16	Search for client by last name.	Yes	
17	Search by phone number.	Yes	
18	Search by Address.	Yes	
19	Search by email address.	Yes	
20	Search by classes.	Yes	
21	Search by membership.	Yes	
22	Search by League.	No	
23	Search by organization name.	Yes	
24	Search by customer number.	Yes	
25	Search by aldermanic district.	No	
26	Search by family.	Yes	
27	System automatically checks for existence of duplicate database entries when adding new records and, if found, displays an appropriate warning message (e.g. "John Doe(s) already exist(s). Would you like to create this record anyway?"). This would also include online account integration.	Yes	On the staffside only, if a customer is entering a customer and enters a perfect match on First Name, Last Name, Gender and Date of Birth - ACTIVE Net will advise of a potential duplicate record. Online the only field to warn of duplicate is email address.
28	System has customizable alert messages that appear when certain individuals, families, organizations, facilities, programs, etc. are accessed.	Yes	
29	Are alert messages customizable?	Yes	
30	Ability to group individuals into families and organizations (e.g. John Doe is a resident living at 123 Main Street; John also belongs to the Karate Club as well, etc.).	Yes	
31	System allows people to belong to more than one family or organization, e.g. child of divorced parents belongs to mother's account and the father's account.	Yes	
32	Ability to designate (or modify) one individual as primary contact for a family or organization (this person is the one responsible for the account).	Yes	"Head of Household"
33	Is a primary and billing contact on each account able to be designated?	Yes	"Head of Household"
34	If yes, can primary and billing be different members in the group?	No	
35	Ability to view individual, family, or organization's entire registration, booking, membership, and payment history on one screen.	Yes	
36	Report on transaction history.	Yes	



37	Ability to merge information from duplicate records (e.g. the same person has been accidentally entered into the database twice).	Yes	
38	How is merged data handled (Which record becomes default).	Yes	One composite record is created from both duplicates - users are prompted to select which data to keep as the carry-forward.
39	Ability to record customers' medical information including family doctor and phone #, dentist and phone #, allergies, emergency contact, etc.	Yes	
40	Is medical information/alerts accessible to all users.	Yes	Unless they do not have the permission to access the Medical Alert field.
41	Can medical information only be accessed with permissions or roles.	Yes	The Medical Alert field can be set to Full Access, No Access or Read-Only
42	Ability to flag customers (e.g. Freeze customers or add informative pop-up messages such as "Has had 4 NSF checks").	Yes	
43	Ability to temporarily suspend an account.	Yes	
44	Customize flags for City purposes.	Yes	
45	Ability to quickly determine all customers with a credit or debit balance.	Yes	
46	Ability to mark account as individual or company.	Yes	You have Customers Accounts, that are then linked to Companies (no duplicate required)



The Reservation section refers to the process of renting facilities. Transactions would include inquiries about availability, reserving, generating receipts and usage reports. Reservations done through an online portal would be customizable depending on facility (rooms, shelters, athletic fields, etc.).

ITEM	DESCRIPTION	RESPONSE	COMMENTS
1	Ability to issue complicated queries on any combination of fields on the screen including non-keyed fields (e.g. display every small meeting room available at 10 am - 12 noon on Thursday mornings with a capacity of 20 to 30 people).	No	
2	Ability to set up facilities and rentable areas inside these facilities (e.g. a recreation center facility may be comprised of multiple rentable areas like meeting rooms, pools, courts, classrooms, ice rinks, etc.).	Yes	
3	Rentable areas are able to have a relationship with other facilities whereby if one is booked the other automatically becomes unavailable to avoid double bookings. For example, a field where a baseball diamond overlaps with a soccer field.	Yes	
4	Ability to categorize rentable areas by type. (e.g. rentable area is of type "park shelter", has a capacity of 5 picnic tables, no electricity and is located in SW area, etc.).	Yes	
5	Ability to categorize rentable areas by capacity.	Yes	
6	Ability to categorize rentable areas by facility.	Yes	
7	Ability to record facility location (e.g. address, district, amenities, pictures, location, etc.).	Yes	
8	Ability to record available hours with prime and non-prime hours for each rentable area.	Yes	
9	Ability to track available equipment and amenities for each facility/rentable area.	Yes	
10	Ability to track function (e.g. what type of event) and specify by facility the types of functions that can take place there.	Yes	
11	System has default function-related set-up and take-down times that can be modified if required. (Can distinguish between rental time and clean-up/set-up time).	Yes	



12	Rentable areas can be copied from one location to another (including across facilities) without retyping.	Yes	Presuming this means copying your setup for Park Shelter A, tweaking a few things and renaming it Park Shelter B (possibly at a different location).
13	Please describe various time increments for different rentable areas.	Yes	Minute, Hour, Day, Week, Month, Rental Block, Overnight
14	Ability to track multiple configurations of the same rentable area (e.g. a pool with two movable bulkheads can be set-up and booked in 50+ multiple configurations, etc.).	Other	Further conversation required to determine if our system of "facility overlaps" is sufficient to this requirement.
15	Ability to schedule facility open and close times.	Yes	
16	Ability to schedule maintenance times.	Yes	
17	Ability to block off times for administrative purposes that could be repetitive. These should not require all the information needed for a public rental such as fees, description, contracts, etc.	Yes	
18	Ability to perform availability search by complex.	Yes	
19	Ability to perform availability search by facility type.	Yes	
20	Ability to perform availability search by rentable area type.	Other	Futher information on what "rentable area" means would be helpful
21	Ability to perform availability search by rentable area.	Other	Futher information on what "rentable area" means would be helpful
22	Ability to perform availability search by capacity.	Yes	Online only
23	Ability to search by amenities, etc.	Yes	Online only
24	Ability to handle cross-day bookings (e.g. starting at 9:00 pm and finishing at 2:00 am the next day).	Yes	
25	Ability to put facilities on short-term ("tentative") hold without payment.	Yes	
26	Length of tentative hold can be customized.	Yes	



27	Ability to prompt and track any forms or special requirements related to the activity held (e.g. alcohol permit, insurance waiver is required).	Yes	
28	Ability to add e-signature for online reservations.	Other	Updates to e-signature capabilities is on the roadmap.
29	Ability to automatically determine set-up and take-down times related to function. There is no need to book set-up and take-down times separately.	Yes	
30	Ability to customize set-up/take-down time function.	Yes	
31	Ability to schedule payments as due immediately, first of month, last of month, on day of rental, and X number of days before the event.	Yes	
32	Ability to print updated contracts, amendments only, or both, without loss of initial booking information.	Yes	
33	Ability to assign surcharges -- lifeguard fees, detailed costs, etc.	Yes	
34	Ability to assign deposit(s).	Yes	
35	Ability to generate multiple rentals daily.	Yes	
36	Ability to generate multiple rentals weekly.	Yes	
37	Ability to generate multiple rentals bi-weekly.	Yes	
38	Ability to generate multiple rentals monthly.	Yes	
39	Ability to generate multiple rentals based on specific dates.	Yes	
40	Ability to schedule multiple time periods and enter the relevant information once.	Yes	
41	Ability to view payments -- how much, what kind of transaction, who took payment.	Yes	
42	Ability to include comments on permit giving customer additional information, specific rules or policy.	Yes	
43	Ability to email customer additional information or policies relating to reservation.	Yes	
44	Ability to locate permits by contract number, customer name or group name.	Yes	



45	Search of customer name from reservation module yields permit/contract #.	Yes	
46	Ability to edit/view pop-up screens giving staff information about specific information about facility (alerts, policies or rules).	No	Not a pop-alert as such.
47	Edit, print or view the rental schedule for any center or operation by day, week, month, room or area.	Yes	
48	View by internal vs external use (Use by WPRF versus public customers).	Yes	likely different Event Types for this tracking
49	View rental schedule for all facilities by day.	Yes	
50	View rental schedule for all facilities by week.	Yes	
51	View rental schedule for all facilities by month.	Yes	
52	View rental schedule for all facility types by day.	Yes	We're not clear on how you view a schedule by Facility Type (at least in terms of what Facility Type means in ANET). Further discussion is likely needed.
53	View rental schedule for all facility types by week.	Yes	We're not clear on how you view a schedule by Facility Type (at least in terms of what Facility Type means in ANET). Further discussion is likely needed.
54	View rental schedule for all facility types by month.	Yes	We're not clear on how you view a schedule by Facility Type (at least in terms of what Facility Type means in ANET). Further discussion is likely needed.
55	Ability to view setup time and event time.	Yes	
56	Ability to customize list of facilities, facility types, etc.	Yes	
57	Ability to tie contact information with reservation.	Yes	
58	Ability to estimate planned attendance.	Yes	
59	Ability to easily display & create custom display formats for graphical booking.	Yes	Online only
60	Ability to prevent a rentable area from being double booked.	Yes	
61	Ability to create a wait list when the desired time block is not available. This list should not require payment or full rental detail. It should only record name, phone number, date/time, and facility.	No	



62	Ability to duplicate or roll over a reservation from one date to another, e.g. Holidays.	Yes	
63	Ability to repeat modifications. (e.g. A clerk needs to modify a rental from ending at 7 PM to 8 PM. If the rental has 20 days booked the clerk should have the option to modify the first entry and repeat the changes to all other days.).	Yes	
64	Cancellation reasons are table driven (for statistical tracking).	Yes	
65	Generated contracts or permits can be emailed to the client.	Yes	
66	Ability to generate a report to highlight confirmed bookings for which a deposit has not been received in excess of XX days.	Yes	
67	Ability to generate usage reports (e.g. percentage of available time used for different types of activities).	Yes	
68	Ability to pull up and use client information on those who have made previous reservations.	Yes	
69	Ability to display alerts to the operator for information such as previous NSF checks or outstanding moneys owing.	Yes	
70	Ability to assign more than one G/L account to a facility.	Yes	
71	Ability to handle more than one rental rate with different effective date.	Yes	
72	Ability to print mailing list (labels).	Yes	
73	Ability to generate email distribution list based on reservations.	Yes	
74	Ability to view facilities online.	Yes	
75	Ability to reserve facilities online.	Yes	
76	Ability to reserve facilities online both by blocks of time (i.e. full day 10:00 am - 9:00 pm) and hourly (i.e. 3 hours, customer able to block out custom & specific start and end time)	Yes	
77	Ability to view confirmed facility use online.	Yes	
78	Reservations can be confirmed with credit card, debit card, or electronic check.	Yes	
79	Maximum number of facilities.	Yes	unlimited
80	Maximum number of function types.	Yes	unlimited
81	Maximum number of relationships between facilities and function types.	Yes	unlimited
82	Ability to see all reservations for a particular day.	Yes	
83	Ability to change reservation time.	Yes	



84	Ability to search for and edit a group of reservations/multiple reservations at once (Mass Edit)	Other	This is on the roadmap.
85	Ability to view facility reservations in grid form by day, week, month for each facility.	Yes	
86	If able to provide a grid schedule, are reservations able to be color coded (private rentals orange, in-house green, etc.)	Yes	Color code customized by Event Type



Membership Management is referring to all functions associated with the purchase, tracking, picture taking, pass management, printing, online access, account association and management of these area items.

ITEM	DESCRIPTION	RESPONSE	COMMENTS
1	Ability to verify and add clients to "membership" file.	Yes	
2	Membership groups do not need to be at same address.	Yes	Further info on what a "membership group" is would be appreciated. In ACTIVE Net you can have memberships that are good at many different facilities.
3	Ability to pull in existing customers/individuals into membership without adding to the membership holder's/purchaser's account.	Yes	
4	Membership passes can be utilized within date range.	Yes	
5	Membership passes can be utilized within min/max of visits.	Yes	
6	Ability to set up any validity length (e.g. 3 months, 1 year, etc.).	Yes	
7	Please describe customization options for validity length.	Yes	"No Expiration", Fixed Date Range, Expire X days after issue, Fixed Cycle (Weekly, Biweekly, Semimonthly, Monthly, Bimonthly, Quarterly, Semiannually, Annually) or Punch Pass with X uses.
8	Set length automatically based on membership type.	Yes	
9	Ability to be enrolled in more than one membership type (gym vs pool).	Yes	
10	Ability to restrict validity to certain days, times, etc. (e.g. prime-time, non prime-time, weekends only, etc.).	Yes	
11	Restrict membership to certain days.	Yes	
12	Restrict membership to time range.	Yes	
13	Restrict membership to date range.	Yes	If this is part of the Package length
14	Restrict membership to specific number of members	No	
15	Restrict membership to a certain number of uses	Yes	
16	Ability to restrict validity to a certain facility or group of facilities.	Yes	By "Site" which could include one or more Centers (aka "Complexes)



17	Ability to restrict use to customers within certain age ranges (e.g. between 13 and 18, over 18, etc.).	Yes	
18	Ability to override restriction.	Yes	
19	Ability to assign memberships/passes to individuals.	Yes	
20	Ability to assign memberships/passes to families.	No	
21	Ability to assign memberships/passes to groups.	No	
22	Ability to assign memberships/passes to organizations.	No	
23	Ability for system-enabled automatic membership renewal.	Yes	
24	Please describe how automatic renewals can be accomplished without maintaining credit card #'s.	Yes	The credit card # is replaced with a Token which is used for auto-renewals and/or refunds as needed. ACTIVE Net will ensure that if a new card number or expiration date is issued by MasterCard or Visa, that the Token is updated (on a monthly basis)
25	Ability to notify Customers of upcoming renewals.	Yes	
26	Ability for customers to cancel renewals.	No	Only staff can cancel a membership
27	Ability to generate membership renewal notices for reporting.	Yes	
28	Ability to generate membership renewal notices for mailing labels.	Yes	
29	Ability to generate membership renewal notices for email and/or texts.	Yes	
30	Ability to track membership cancellation reasons. Cancellation reasons are table driven to facilitate gathering of statistics.	Yes	It can be a required field to complete a cancellation.
31	Please describe card options for memberships. Please include all options, card formats, abilities, sizes, etc.	Yes	You can configure the basic elements of the card (background image) customer image, barcode, additional info on the card. All cards are credit card sized though.
32	Membership scanning retrieves customer information instantly. No manual search is required.	Yes	
33	Manual search for memberships is allowed.	Yes	
34	Manual searches for memberships still tracks access.	Yes	



35	System provides unattended access control (e.g. customer scans own membership card and door unlocks if card is valid at that particular time at that particular facility).	Yes	
36	System handles, if desired, all aspects of the card production process including maintaining customer data, capturing digital images, encoding magnetic stripes and/or smart cards, and physical printing of the cards themselves on site.	Yes	
37	System maintains all customer data.	Yes	
38	System ties customer data with data gathered from use of card(s).	Yes	
39	System captures digital images and ties to individual.	Yes	
40	Please describe all available options for capturing digital images.	Yes	Images can be captured with a webcam attached to a PC, or with the IPAD Connect App (uses the camera on the iPad).
41	Ability to store past digital images with customer file.	No	
42	System encodes card & prints on card in one process.	Yes	
43	If used, please describe supported card printers.	Yes	As part of your implementation process, your ACTIVENet Implementation Team will conduct an audit of your existing hardware to check for compatibility with ACTIVENet. Examples of supported card printers are as follows: Datacard SD260 Printer; Fargo DTC4250 Printer (barcode printing only); Fargo DTC4250 Printer (barcode and magstripe printing)
44	System uses cards with pre-printed bar codes.	Yes	
45	Please describe supported card types.	Yes	Barcode or Magstripe type cards are supported.
46	Ability to assess extra fees to memberships (e.g. towel service charge, locker rental charge, etc.).	Yes	
47	Ability to allow surcharges (e.g. non-resident fees, etc.) and discounts (e.g. summer specials, etc.) on memberships.	Yes	
48	Ability to use multiple GL accounts for one membership plan and assign a percent of revenue received to each.	Yes	
49	Ability to provide Membership Rewards Program.	No	



50	Ability to utilize membership for gift certificates.	Yes	Because ACTIVE Net has Gift Certificate functionality, would this still be desired?
51	Ability to provide membership for concession dollars.	Yes	Because ACTIVE Net has Gift Certificate functionality, would this still be desired?
52	Ability to provide guest pass access with certain level of membership (card allows family of 5 unlimited access and 10 guest visits).	No	We configure a separate Membership Package to track the Guest Passes and usage - better statistics that way.
53	Membership cards are printed for each individual listed.	Yes	
54	Expired membership prompts staff with warning.	Yes	
55	Expired membership prompts staff with audio warning.	Yes	
56	Ability to cancel lost/stolen cards and replace with new card.	Yes	
57	Membership passes change based on resident/non-resident.	Yes	You can create "Resident Only" or "Non-Resident Only" Package types. Or you can have one package type but have "resident fee" vs "non-resident fee"
58	Membership pass cost changes based on resident/non-resident.	Yes	
59	Ability to suspend one pass on a membership without suspending entire whole membership.	Yes	
60	Ability to suspend membership for selected period of time.	Yes	
61	Ability to track membership use per individual.	Yes	
62	Ability to track membership use per group	No	
63	Ability to count memberships and generate a report of users in facility.	Yes	
64	Ability to scan membership as out.	Yes	
65	Ability to generate report as to length of stay per facility per membership.	Yes	If scanning in and out



POS (Point of Sale) represents functions such as the selling of tickets, concessions, and providing cash register functionality. This section would also include the tracking of and reporting of inventories.

ITEM	DESCRIPTION	RESPONSE	COMMENTS
1.	Point of Sale (POS) module provides full cash register/point of sale functionality (e.g. system can fully replace cash register).	Yes	
2	POS is fully integrated with other system modules. (e.g. taking a payment for a program automatically opens the POS module and pulls the balance forward).	Yes	Although it's not necessary to do it this way, it is possible.
3	POS and other modules have access to the same account balance. (e.g. Parent can put a \$200 credit on account and the registrant can use that credit through POS.).	Yes	
4	Ability to record and track inventory (uniforms, tickets, concessions, etc.).	Yes	
5	Ability to record and track sales by location.	Yes	
6	Ability to record and track membership sales.	Yes	
7	Ability to record and track rental charges.	Yes	
8	Please describe other recordable sales transactions and reports.	Yes	Childcare, Private Lessons, Lockers, Equipment Lending, etc.
9	Items can be set-up as a specific price (PLU) or as an open price (department).	Yes	"UPC" or "Prompt for Price" items
10	A pop-up prompt can be assigned to a POS individual item to ask a specific question and record the response.	Yes	
11	Ability to group POS items into one button (for a price) and have multiple selections available (concessions meal deals-hot dog, popcorn OR chips, soda OR water, etc.)	Yes	
12	A drop in item (e.g. adult swim) can be tagged as an attendance item. This attendance can be reported on individually or as a consolidated attendance report for programs, rentals, memberships and drop ins.	Yes	
13	Ability to record and calculate taxes by commodity.	Yes	
14	Ability to supply customers with itemized receipts.	Yes	
15	Ability for POS to setup an internal only use area.	Yes	
16	Ability to assign particular sales to preset keyboard shortcuts.	No	ACTIVENet does not support programmable keyboards - everything is onscreen with configurable layouts and touchscreen compatible.



17	Ability to assign touch screen icons to particular sales.	Yes	
18	Ability to display cash transactions including balance owing and change to be returned.	Yes	
19	Cashiers have the ability to use different terminals in a given day and the transactions specific to a user are accumulated as one total for the day. Similarly, the number of users on a single register is not limited.	Other	Cashiers can use different terminals throughout the day - however just one user per register at a time.
20	Ability to update system centrally for pricing.	Yes	Batch fee change features
21	Ability to update system centrally for taxes.	Yes	
22	Ability to update system centrally for inventory.	Yes	
23	Ability to update system centrally for products.	Yes	
24	Ability to update system centrally for ticket prices.	Yes	General Admission
25	Ability to update system centrally for memberships.	Yes	
26	Report by type of concession.	Yes	
27	Report by type of food.	Yes	
28	Report by date of sale.	Yes	
29	Report by time of sale.	Yes	
30	Report by user/cashier.	Yes	
31	Report by work station.	Yes	
32	Report by facility.	Yes	
33	Report by transaction type (cash, visa, mastercard, check, electronic check).	Yes	
34	Report by total for day.	Yes	
35	Report by total for week.	Yes	
36	Report by total season.	Yes	
37	Report by compare season to season.	No	
38	Ability to print a detailed transaction record (e.g. traditionally through a second tape).	Yes	
39	Ability to track non-revenue admissions.	Yes	
40	Prints customer itemized and numbered receipts.	Yes	
41	Provides breakdown of method of payment used on receipt.	Yes	
42	Provides breakdown of method of payment used on reporting.	Yes	
43	Ability to accept/process gift certificates.	Yes	
44	Ability to accept/process coupons.	Yes	Coupons in-house are limited to Activities, Memberships and FlexReg programs. Coupons can be used with POS Items online only.
45	Ability to accept/process vouchers.	Yes	



46	POS module accommodates multiple payment methods including cash, checks, electronic checks, and credit cards.	Yes	
47	System includes locking cash drawers including automatically opening them when a particular transaction is completed.	Yes	
48	System can utilize two cash drawers connected to the same terminal and assigned to different users.	No	
49	System can print UPC/SKU/barcode labels for items (ex. Tickets, inventory).	Yes	
50	Describe what barcode scanners your system utilizes. Please provide technical specifications and pricing.	Yes	As part of your implementation process, your ACTIVENet Implementation Team will conduct an audit of your existing hardware to check for compatibility with ACTIVENet. Examples of supported barcode scanners are as follows: Honeywell Orbital Scanner; Honeywell Barcode and Cell Phone Scanner.
51	Touch screen functionality available. Please describe what modules and features are available via touch screen.	Yes	POS module is optimized for touch screen compatibility
52	Pop-up keyboard and number pad available on touch screen.	Yes	
53	Please describe all fields available to be printed on receipt.	Yes	Receipts are not customizable beyond inserting text into the available fields.
54	System computes change needed for transaction.	Yes	
55	System displays change needed for transaction.	Yes	
56	Inventory can be entered manually or imported from other applications.	No	Inventory cannot be imported from other systems.
57	System can accommodate items with zero dollar value and/or zero quantity.	Yes	
58	System allocates purchases and stock to the following: Expense to chart of accounts.	Yes	
59	System uses bar coding to scan item for sale.	Yes	
60	System uses point of sale system to record sale of inventory items.	Yes	
61	Sold items are automatically reduced from inventory amounts.	Yes	
62	System track item usage/sale.	Yes	
63	User can define, by item, the variables used in determining reorder points and reorder quantities.	Yes	
64	Generate and print labels with bar coding.	Yes	



65	System allows users to merge multiple inventory items to a new or existing inventory item with an audit trail.	No	
66	System indicates stock on hand for each item.	Yes	
67	Ability to create report by POS item.	Yes	
68	Ability to show payee, if different than drop-in, on report for POS item.	Yes	
69	System is able to scan a bar code to record sales scanning gift card to pay without using a register.	Yes	If using preprinted gift cards
70	Ability to have POS items available online	Yes	If attached to an Activity, or Flexreg Program
71	Ability to have POS items with a open amount both in-house and online (Ex. Donations)	Yes	ACTIVE Net has Donations functionality so a workaround with POS is not needed.
72	Ability to track inventory through cash register sales.	Yes	



League Scheduling encompasses the functions needed to create teams, rosters and schedules, reserve facilities, track standings, track waivers, create tournament scheduling. There is an online component with this section.

ITEM	DESCRIPTION	RESPONSE	COMMENTS
1	Manage schedules for multiple leagues with teams, players and officials.	Yes	
2	Manage multiple leagues with multiple locations and multiple fields (e.g. diamonds, fields, pitches, etc.)	Yes	
3	Record scores and track standings.	Yes	
4	Ability for public to view scores and standings.	Yes	
5	Ability to automatically reserve facility or field when league created.	Yes	
6	Ability to create and manage tournaments.	Yes	
7	Ability to customize tournament design.	Yes	Single or Double elimination only
8	Ability to cancel and reschedule games.	Yes	
9	Ability to email rosters, schedules, info to coach and team members.	Yes	
10	System can suggest available dates for rescheduling.	No	
11	System can be set to automatically reschedule when game is cancelled.	No	
12	Schedules are able to be viewed online by the public.	Yes	
13	Online portion has a homepage with information such as meeting dates, schedules, etc.	Yes	
14	Online ability with links to forms that public can download and/or provide e-signature (i.e. waivers).	Yes	Typically incorporated into the Registration workflow.
15	Online ability for public to send emails to staff.	No	
16	Ability to view retired/archived leagues.	Yes	
17	Ability to copy schedules from previous year.	Other	It will copy the Schedule parameters, but you have to Generate the new schedule.
18	Ability to copy schedules in same season.	Yes	
19	Ability to create schedule templates.	No	You could create and save Dummy leagues as a workaround.
20	Ability to access module via web interface.	Yes	
21	Ability to assign multiple managers/coaches for teams.	Yes	



22	Ability to assign priority levels to multiple managers/coaches for teams.	No	
23	Ability to register for multiple seasons of play at one time (Fall/Spring youth soccer)	Yes	
24	Ability to add "in-house" Teams to league	Yes	
25	Ability for players to register on "in-house" Teams without using a team code	Yes	
26	Ability to add specific notes viewable through online registration to "in-house" Teams	Yes	Using Custom Questions or Checklist Item functionality - further conversation is likely needed on this.



The Internet/E-Commerce encompasses all on-line activities including registration, facility reservations, account management, membership management, league scheduling and communication.

ITEM	DESCRIPTION	RESPONSE	COMMENTS
1	Each user has a personal ID number and "password" for identifying a customer to the Internet system.	Yes	The customer's email address is login, and a password.
2	What are the password requirements for users?	Yes	Users are required to use a "Strong Password". Passwords must be between 8 to 20 characters and contain at least three of the following: lowercase, uppercase, numeric or symbolic (\$&~`!@#%&*()-_+{[] ;:"',<.>/?) characters.
3	How often do passwords expire?	Yes	Passwords for online customers do not expire automatically. Only temporary passwords issued by the system expire in 24 hours
4	Can system notify user of forgotten id?	Yes	
5	Can system notify user of forgotten password?	Yes	A temporary password is emailed to the customer
6	System can stop duplicate user id's.	Yes	Because email address is the login - if a user tries to create another account with the same email address, it will prevent them and prompt them to retrieve their password instead.
7	Internet system is "real-time". Internet users and staff at their workstations access the same database and are able to register customers simultaneously.	Yes	
8	Internet system does not require a specific number of spots in a course to be pre-assigned for Internet registration.	Yes	
9	Ability for customers to check their current registrations via the web browser.	Yes	
10	Ability for customer to manage profile (address, birth date, phone numbers, etc.)	Yes	
11	Ability to choose fields to require in customer profile.	Yes	



12	Ability to input family (set family members and/or those associated with family for membership purposes).	Yes	
13	Ability to mandate fields for customer registration.	Yes	
14	Ability to modify fields either mandatory/optional.	Yes	
15	Ability to tag mandatory fields with visual icon.	Yes	They get an asterisk
16	Ability for customers to see if there is any room left in a particular course via the web browser.	Yes	
17	Can customer view course information without beginning registration process?	Yes	
18	Ability for customers to pay their account balances via the web browser.	Yes	
19	Ability to pay balance due with multiple credit cards.	Yes	
20	Ability to pay balance due with electronic check.	Yes	
21	Ability for customers to apply credit or gift certificates.	Yes	
22	Ability to completely customize the website. The site can be configured by the organization to have the same color, fonts, backgrounds, and header as the organizations main website.	Yes	
23	Ability to have images, graphics, hyperlinks on their website.	Yes	
24	Internet system uses cascading style sheets.	Yes	But they cannot be modified
25	System is scalable to accommodate multiple Internet customers performing transactions simultaneously.	Yes	
26	Internet system is scalable across multiple servers.	Yes	Fully hosted solution - ACTIVE ensures the resources are there to accommodate any rush events
27	Internet system is multilingual and gives Internet customers the option of viewing pages in English and Spanish.	Yes	With configurable language tables.
28	Internet system is ADA-compliant.	Yes	
29	Ability to renew or sell memberships online.	Yes	
30	Ability to view facilities online by time and date and run query searches to see what is available.	Yes	
31	Ability to book facilities online, if this is allowed, by the Customer.	Yes	



32	Can your system post calendar appointments for customers based on class registration?	Yes	Customers can click a link in the confirmation email to download an .ICAL file of all meeting dates or build a customer calendar through their My Account feature
33	Ability for citizen to create and/or modify their own account online, if permitted, by the Customer.	Yes	
34	Ability to customize the beginning/ending registration dates per class or activity.	Yes	



Communication with customers is important. This section refers to the software's ability to communicate in different ways with the database and to be able to retrieve analytics associated with that communication method.

ITEM	DESCRIPTION	RESPONSE	COMMENTS
1	Ability to Email Blast with hyperlinks	Yes	
2	Ability to embed PDF or image with hyperlinks into Email Blast	Yes	
3	Ability to send Email Blast to specific groups (by Activity options)	Yes	
4	Ability to send Email Blast to entire database.	Yes	
5	Are there limits on email blasts. If yes, what are limits?	Yes	1) Size limit of an attachment is 1000GB. 2) Depending on the number of emails that are part of the blast, the system will send messages in batches, so it doesn't impact system performance. For example, if an email blast has 50,000 recipients, it might take a day or two to complete sending.
6	Email Blast stats available (undeliverable/spam/bounce backs, open rates, etc.)	Yes	
7	Ability to remove duplicate accounts when sending email blasts.	Yes	Setting to send only one copy if duplicate email is on the list
8	Are email blasts able to be scheduled to send out automatically (ie. Such as surveys at the end of classes).	Yes	
9	Describe how email distribution is able to be filtered.	Yes	ACTIVENet features an extremely detailed set of filters that allow distribution lists to be built and saved for future use. Filters are present from each of the modules as well as a thorough set of filters relating to the customer and their demographics and preferences.
10	Ability to search for intended recipients in using general search function (vs. needing to select by drop downs)	Yes	
11	Ability to send texts.	Yes	
12	Ability to integrate with the City's website and social media.	Yes	Further conversation may be needed to determine what sorts of integrations are desired and what tools we have to support that.
13	Ability to provide Suggested Selling. (If yes, specify if in-house, online, etc.).	No	
14	Ability for customer to opt in or out for general communication (ie newsletter).	Yes	



15	System can produce email distribution lists based on any fields or combination of fields.	Yes	
16	Please describe any limitations for building emailing lists.	Other	Limitations vary by customer
17	Is there a survey tool included in software?	No	
18	Ability to interface with BrightAuthor software for digital signs.	Yes	This is very likely if BrightAuthor can leverage our API to access facility schedule data. Alternately a scheduled export of the Facility Schedule table is also available. Further conversation may be needed here.
Customer Relationship Management			
19	Is there a Customer Relationship Manager module?	Yes	Basic CRM is included
20	Is there an ability to take notes on conversations, attach documents and manage tasks?	Yes	Limited task management
21	Is there an ability to integrate with CRM systems including pipeline deals.	Other	Further conversation on this is required, so we understand the intent and scop of the integration. We have a set of APIs that enable data to pushed out of ACTIVE Net into other systems, but on top of that we also have ACTIVE Hub which could facilitate a more robust integration.
Staff Scheduling			
22	System used to schedule full and part-time staff.	No	
23	Ability to assign staff to manage event and show on reports	No	As a workaround you could also schedule "Instructors" as a separate entity on the same Permit.



The Finance portion of the system needs to be able to have the listed functionality. This includes peripherals, gift cards, refunds, cash tracking, etc.

ITEM	DESCRIPTION	RESPONSE	COMMENTS
1	Financials need to integrate with Tyler Technologies MUNIS	Yes	This is typically an export or API call of GL Summary information. We also have a Cash Receipts export option for non accrual basis customers.
2	System allows user to either type dates manually, or select from a pop-up graphical calendar. A pop-up calendar is available on all date fields.	Yes	
3	System prevents "run-away" searches that can lock-up a machine for several minutes or longer (e.g. when selection criteria are too broad).	Yes	
4	Do "run away" searches provide a prompt if results reach a definable level to either allow search or cancel?	Yes	
5	System allows authorizations and passwords to be administered according to a pre-defined profile or user-role that determines which tables, screens, processes, etc. a person is permitted to access.	Yes	
6	Does system allow for integration with Active Directory.	Yes	
7	How are users entered without a current AD Login?	Yes	You may have users that are created and managed in ACTIVE Net as well as AD created users.
8	Are passwords able to be emailed to users to reset without the Administration rights?	No	If you're using the ADFS integration - you can just use your own policies in this regard. If you are creating/managing users in ANET a System Administrator must unlock and/or reset passwords for users that are locked out.
9	Passwords cannot be read by anyone - not even by the system administrator. If a user forgets their password, a new password will be assigned.	Yes	
10	Password is not displayed while being typed.	Yes	
11	On-line help is fully context-sensitive as to current screen, function, etc.	Yes	
12	System takes Credit Card.	Yes	
13	System takes Debit Card.	Yes	
14	System takes checks.	Yes	
15	System takes cash.	Yes	
16	System takes electronic checks.	Yes	



17	System takes Electronic Fund Transfers.	Yes	We use Electronic Check Payments only
18	System has integrated credit card authorization.	Yes	
19	Ability to cancel a check or cash transaction that was processed incorrectly.	Yes	
20	Audit Trail shows transaction.	Yes	
21	Audit trail shows user.	Yes	
22	Audit trail shows date / time.	Yes	
23	Audit Trail can output reports.	Yes	
24	Audit Trail for modifications to transactions or to G/L accounts, etc.	Yes	
25	System uses GAAP/Budget Accrual accounting in all modules (booking, registration, memberships, etc.).	Yes	
26	System adheres to GAAP and GASB accounting standards.	Yes	Our best faith interpretation of the rules.
27	Specifically, system follows GASB #34.	Other	The solution uses a best faith interpretation of the rules. If there are issues with our interpretations, we are open to dicussion and modification
28	Ability to track surcharges and discounts (e.g. customer qualifies for discount x).	Yes	
29	System can operate a "Rewards" point system (Rewards program is trackable, points could be utilized in leiu of payment, and could be applied to groups, individuals.	No	
30	System accommodates non-resident surcharges.	Yes	
31	System automatically verifies resident vs non-resident.	Yes	
32	System automatically applies correct sales tax.	Yes	
33	Ability to limit surcharges/discounts to a maximum discount/surcharge.	Yes	
34	Ability to cascade account number updates throughout the system (e.g. if account number is changed in one place, it is changed throughout the system.	Yes	
35		Yes	Up to 60 characters
36	Ability to utilize Org/Object accounting numbers.	Other	This is typically part of the chart string?
37	Ability to utilize Project Accounting Numbers.	Other	Depending on requirements, our GL code functionality may be useable to solve the need



38	System allows customers the option of either keeping a credit balance (and applying any credits to future registrations, bookings, POS purchases, and membership purchases) or receiving a refund.	Yes	
39	Ability to import Financial expenses from Munis into system in order to generate P/L reports per Activity.	Other	You cannot import expenses from Munis. We have a very basic line item on each Activity where you can enter a lump sum of expense which then informs the Budgeting and Profit Loss reports.
40	Ability to apply credit to online transaction.	Yes	System will do this automatically if a customer has a credit on account and is online to do another transaction.
41	Ability to generate an account balance statement upon customer's request.	Yes	
42	Account balance can be printed.	Yes	
43	Account balance can be emailed.	Yes	
44	Ability to handle combined payment types (e.g. customer wants to put part of the fee on a credit card and pay the rest in cash).	Yes	
45	Ability to handle a single payment for multiple transactions (e.g. 2 program registrations, 1 room rental contract and one pool rental contract).	Yes	
46	Ability to link payments to specific receivables (e.g. customer has booked three facilities for a total of \$300. Customer wants to pay for the first booking and the last booking but not the second because they only have \$200 available. The system correctly links the payment to the appropriate receivables).	Yes	
47	Ability to make payment for specific fee line item (e.g. customer wishes to pay building deposit using cc, hourly fee at a different time and different payment method)	Yes	
48	Ability to refund specific fee line items to original payment method (e.g. building deposit paid with one cc, hourly fees, non-res, etc. paid by different cc. Refund deposit to cc used for that specific fee)	Yes	
49	System applies NSF check fee.	Yes	As you cancel the check payment the system can automatically apply the NSF fee.
50	System tracks history of NSF checks.	Yes	As customer notes
51	Ability to print a daily deposit report (detailed and summary) categorized by the different payment method (cash flow report) and by user/location.	Yes	



52	Report should include Org/Object.	Other	Depending on requirements, our GL code functionality may be useable to solve the need.
53	Report should include Project Accounting.	Other	Depending on requirements, our GL code functionality may be useable to solve the need
54	Ability to track pre-authorized credit card payments without manual intervention.	Yes	
55	Ability to handle payment for memberships and passes via pre-authorized payment plan.	Yes	
56	Ability to charge administrative fees for cancellations, withdrawals etc. Please comment on additional options.	Yes	"Refund Charges" can be configured per module to ensure that penalties are in place commensurate with offence.
57	Ability to process refunds individually.	Yes	
58	Ability to process in batches.	Yes	For Activites and FlexReg
59	Ability to apply batch name for automated processing.	Other	Further detail on this requirement is needed.
60	Process by payment date.	Yes	
61	Process by date range.	Yes	
62	Ability to track which staff person either requested and/or made the refund and at which location the refund was made.	Yes	
61	Ability to handle and calculate pro-rated refunds based on number of classes (registration) / months (membership) remaining.	Yes	
62	Central database for customer, facility, program, membership, and financial information.	Yes	
63	Central database pushes updates to all modules with any changes / modifications in real time.	Yes	
64	Please describe how long data is maintained.	Yes	All data is retained Indefinitely - with the exception of System change logs (24 months) and if you upload an attachment to a permit it is only kept 90 days after the last permitted date.
65	Please describe how data can be purged automatically.	No	It cannot be purged
66	Describe how data can be archived.	Yes	Most data can be "retired" or "prevented from further use".



67	Describe what data can be archived.	Yes	We do not maintain a definitive list of all data that can be archived. As ACTIVE Net is retaining all data indefinitely (with noted exceptions see line 64) we make extensive use of archiving to ensure that users are not overwhelmed by old data.
68	Ability to maintain data from install to perpetuity.	Yes	
69	Ability to report historical data within date range.	Yes	
70	Please describe limits of data archiving.		One month.
71	Please describe limits of data storage.		Internally we do not limit it.
72	Ability to give customers access to concession funds online to adjust fund levels.	Other	Further detail on this requirement is needed.
73	System can process payment and generate receipts on-site at all off-site park facilities.	Yes	
74	Interface cashiering module with the general ledger.	Yes	
75	The system downloads (by batch) automated cash receipts and collections data from remote sites.	Yes	Fully Hosted System so batch downloads are unnecessary
76	Receipts are numbered in order to allow for the identification of transactions and to provide a full audit trail.	Yes	
77	Transaction numbers are unique to location/user/register.	Yes	
78	Credit card numbers are NOT stored in system or on City equipment.	Yes	Correct - all card numbers are replaced with a Token
79	Ability to include value even when payment is not charged (reciprocal agreement)	Yes	However value is typically reduced with a corresponding discount, or custom payment type (eg. "Interdepartmental Transfer")
80	Ability to create invoices	Yes	
81	Ability to print an A/R aging and limit the results to active accounts (leave off the inactive accounts).	Yes	
82	Ability to invoice an account for fees charged on a separate account (i.e. Adult Softball team registered under Manager's account and partial payment made by manager. Remaining balance invoiced to company sponsoring team)	Yes	3rd party billing
83	Ability to work in multiple modules simultaneously (i.e. different tabs on screen)	Yes	
84	System allows overpayment to be processed and additional funds left on customer's account as credit.	Yes	
85	Ability to issue refillable gift cards.	Yes	



86	Ability to issue electronic gift cards.	Yes	
87	Please describe how system tracks gift cards.	Yes	
88	Describe how system issues refunds.	Yes	To Account, By Check, Back to Credit Card, Cash, to Gift Card
89	Are refund amounts able to be adjusted?	Yes	



A variety of reports are needed to assist with the management and decision making processes of the department. It is highly desired to have the ability to report data or to customize reports. For this section, all the data collected system wide would be available to easily generate a report. Types of reports: Financial, enrollments, registration, attendance, reservations, facilities, point of sale, inventory, memberships, family, groups, internet, e-commerce, marketing, etc.

ITEM	DESCRIPTION	RESPONSE	COMMENTS
1	All standard reports are also customizable.	Yes	Within configuration options
2	Once a report is customized, every user has access to it.	Yes	
3	Any field within the system can be searched on.	No	
4	Ability to report/search on open field text.	Yes	To a certain extent - typically this means including Custom Question answers on reports. Further conversation may be needed.
5	Integrate with Power BI (graphs & charts).	Yes	
6	Is there an ad hoc report generator tool?	Yes	ACTIVE Net Insights
7	Reports can be previewed.	Yes	
8	Reports can be printed.	Yes	
9	Report export to file as CSV, Excel, PDF, etc.	Yes	
10	Reports can be shared (emailed, etc.).	Yes	If scheduled to send, they can deliver via email.
11	Reports can be a combination of previewed, printed, saved to file, or emailed with a quick selection box.	Yes	
12	Reports can be automatically generated (scheduled).	Yes	
13	Reports can be automatically emailed to multiple users.	Yes	
14	System can produce mailing labels or mail merge files based on any fields or combination of fields.	Yes	Fields from available options.
15	System can create mailing labels or mail merge files without having to create a mailing list ahead of time. (e.g. The system does not have to have the mailing list created before a client is registered).	Yes	correct
16	Please list the number of standard reports available.	Yes	There are 300+ standard reports if you include all the various ways reports can be produced (eg. Summary vs. Detail etc.). In addition there are canned reports in the ACTIVE Net Insights tool (beyond the ad-hoc reports).



17	Users are prompted if search results hit a threshold.	Yes	
18	Ability to continue search if threshold is met or exceeded.	No	
19	Ability to restrict reporting based on user.	Yes	
20	Ability to edit report and eliminate fields.	Yes	In ACTIVE Net Insights BI Tool
21	Ability to customize reports with selected fields.	Yes	In ACTIVE Net Insights BI Tool
	Membership reporting		
22	Pass history. Maximum length allowed?	Other	Further detail on this requirement is needed.
23	Number of passes used total.	Yes	
24	Number of passes used in a date range.	Yes	
25	Number of passes issued.	Yes	
26	Ability to compare period(s) with previous year(s).	Yes	
	Reservation		
27	Data can report on percentage of rented vs. non-rented.	Yes	
28	Data can report on reservation type.	Yes	
29	Data can report on facility type.	Yes	
30	Data can total amounts.	Yes	
31	Data can report based on date rented.	Yes	
32	Please describe other available reports.	Yes	
33	Data can report attendance.	Yes	
34	Ability to generate report for permits with unpaid balances.	Yes	
35	Ability to generate report for specific fields such as permits for non-residents, by customer, etc.	Yes	
	Registration		
36	Ability to print a list of program codes with name of class.	Yes	
37	Report full class list.	Yes	
38	Report if class is full.	Yes	
39	Report if class is cancelled.	Yes	
40	Report if class is open.	Yes	
41	Report if class has wait list.	Yes	
42	Ability to print class roster.	Yes	
43	Ability to print Attendance Sheet associated with Roster.	Yes	
44	Ability to record attendance by scanning card at entry.	Yes	Or use the ACTIVE NET Connect mobile app to mark attendance.
45	Ability to run a report from a retired program list.	Yes	



46	Ability to print receipts (current and historical).	Yes	
47	Ability to print a profit/loss report per activity.	Yes	
48	Registration summaries including attendance and financials (per program by specific time frame)	Yes	Typically we show enrollment with financials. Further conversation may be needed on the "attendance" part of this requirement.
	Financial		
49	Describe financial reports available in system and the financial compliance.		Refer to the RFP response for a listing of all standard reports.
50	Ability to generate a report for a specific G/L, facility, etc. which would give you a list of payees.	Yes	
51	Ability to generate an aging report.	Yes	
52	Ability to filter aging report by date.	Yes	Date Range, or "As of" date.
53	Ability to generate report by filtering account status.	Yes	
54	Ability to generate a general G/L report and filter by available fields (customer name, date, account no., login location, etc.).	Yes	
55	Ability to generate a G/L distribution report that is tied to Cash Account balancing.	Yes	
56	Ability to generate a General Ledger report.	Yes	
57	Ability to generate a payment Credit Card reconciliation report.	Yes	
58	Ability to generate a list of invoices (both outstanding and paid).	Yes	
59	Ability to print an inclusive gift card report and able to filter by date and individual accounts.	Yes	
60	Ability to generate a detailed item sales and/or category sales report that is able to be filtered (date, G/L, location, etc.).	Yes	
61	Ability to generate a detailed list of accounts with available credits that is able to be filtered.	Yes	
62	Ability to generate a receipt summary report with filters.	Yes	
63	Ability to print inventory itemized list in real time.	Yes	



64	Ability to generate a list of items per category or G/L. Indicate how.	Yes	The Inventory report will produce a list of Items. This list can be filtered by: Department, Class, SubClass, Product Site and Center. The report can be produced to an Excel format and sorted or grouped further there if needed.
	Marketing		
65	Report on customer transaction total.	Yes	
66	Report on customer total number of transactions.	Yes	
67	Report by family.	Yes	
68	Report by group.	Yes	
69	Report by membership(s).	Yes	
70	Report by aldermanic districts.	Yes	If using Geographic Area for Aldermanic District
71	Report by products purchased.	Yes	
72	Report by total dollars.	Yes	
73	Report by type of transaction.	Yes	
74	Report by location.	Yes	
75	Report by type of device used.	Yes	ACTIVE Net has a Google Analytics integration that would provide this data



Customer support includes maintenance, software updates, patches, call support, online knowledge base, online incident tracking, and assistance given by the vendor to the City of Waukesha.

ITEM	DESCRIPTION	RESPONSE	COMMENTS
1	Describe your support/ticket portal.	Yes	Our customer portal, ACTIVENet Answers, houses support articles, tutorials, user guides, and product release notes for users to access at any time. In the event that you need to contact the ACTIVENet Support team, inquiries can be sent through ACTIVENet Answers via the Cases tab.
2	Is there an Account representative dedicated to the City of Waukesha?	Yes	The City will have an assigned ACTIVE Account Manager.
3	Is there Live support via web?	Yes	How do you define "live". We consider web support cases submitted through ACTIVENet Answers. If you are referring to Chat support, no we do not have this for ACTIVENet.
4	Is there Live support via phone?	Yes	
5	List how you prioritize support issues.	Yes	Please refer to the Support section in the RFP response.
6	List support holidays.	Other	ACTIVENet Support is available through most holidays. There are only three holidays in which ACTIVENet Support is closed annually: New Years Day, Labour Day, and Christmas Day.
7	Describe customer support call process.	Other	ACTIVENet Support is currently available by phone Monday through Friday from 9:00 am to 6:00 pm Central Time. When a call is made to ACTIVENet Support, the agent will create a case which will be accessible to you in ACTIVENet Answers. If the issue requires attention from a higher level of Support (Application Services or Development), the agent will continue communication via the case until the issue is resolved.
8	The company has standard incident escalation procedures. (Service Level Agreement) Please explain.	Yes	Please refer to the Support section in the RFP response.



9	All support calls and incidents are tracked in a customer relationship management system (CRM) or similar solution.	Other	All cases created are stored in ACTIVENet Answers. The CRM solution on which ACTIVENet Answers is built is Salesforce.
---	---	-------	--



Training includes how the vendor intends to train staff, system administrators, and distribute training materials. The City of Waukesha has a dedicated training room with ten (10) PC's, an overhead projector, and teacher console. Please price training based on no more than ten (10) staff per class.

ITEM	DESCRIPTION	RESPONSE	COMMENTS
1	Are there end-user and train-the-trainer courses available (Training Certification)?	Yes	
2	On-site training.	Yes	
3	Web-based training.	Yes	
4	Recorded online video training available.	Yes	
5	Online knowledge base for staff.	Yes	
6	Training materials are provided to WPRF.	Yes	
7	Training materials are available electronically.	Yes	
8	Training available for life of software?	Yes	
9	Describe length of training.		Overview of operations and administrative functions for modules purchased.
10	Describe training by module.		Overview of operations and administrative functions for modules purchased.
11	Training can be phased by module.	Yes	
12	Online tutorials available.	Yes	
13	Is there an online "help" available?	Yes	
14	Describe the help function.	Yes	Help function is context-sensitive and will provide the user an overview of the page they are on.