

Software as a Service Agreement
Contract # 00044311

This Software as a Service Agreement ("Agreement") is made effective as of October 14th, 2014 (the "Effective Date") and entered into between The Active Network Ltd., 6400 Roberts St., Suite 160, Burnaby, BC Canada V5G4C9 ("Active" or "we" or "us") and Town of Fort Frances ("you" or "your" or "Client"). The parties agree as follows:

1. Services. Active will provide services and support ("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 software as a solution product ("Software"). The features, services, options, and fees may be described more fully on web pages describing the Software and Services, and/or in an applicable schedule, quote, pricing form, order form, or similar document (each, a "Schedule"). Each Schedule will reference this Agreement or Contract Number above (if applicable), must be signed by Client and will be governed by and incorporated into this Agreement. You agree to provide us with certain information relating to your organization as necessary for us to provide the Software and Services. Software provided under this Agreement is deemed delivered when made available to you.

2. License to Intellectual Property/Promotion. a) Active retains all right, title, and interest in and to its Software and Services and any underlying software subject to the limited license provided by this Agreement.

b) Active hereby grants to you a limited, non-exclusive, non-transferable license (i) to use the Software and Services solely in accordance with the Schedule and this Agreement, and (ii) to display, reproduce, distribute, and transmit in digital form Active's name and logo solely for the purposes set forth in this Section 2. You hereby grant to Active a limited license to use information provided by you relating to your organization, which may include your organization's name, trademarks, service marks, and logo, in connection with the promotion of your organization or Events.

c) You will make reasonable efforts to promote and encourage the use and availability of the Software in connection with the promotion of your Events for which you are using the Software and Services. You will include Active's name and logo in newsletters, printed registration forms or mailings provided by you to prospective participants (e.g., by inserting the following statement in any online or print media related to your Event: "Online Registration Powered by Active.com"). Active will be the sole and exclusive provider of registration services similar to the Software and Services provided to Client hereunder for each Event for which you are using Active's Software and Services during the term of this Agreement.

d) You agree to receive notifications regarding free product, promotional items, and giveaways at your Event(s) or facility(ies), but you may opt not to receive the items from Active. Registrants of your Events may opt-in to receive information, items, or promotions/deals from Active; we will be responsible for providing customer service for any such offers.

e) Each party agrees to comply with all applicable laws, rules, and regulations relating to such party's obligations hereunder.

3. Information Collection. Active collects certain information from individuals as part of the registration process for your Events. You may login to our data management system to access this information. You are responsible for the security of your login information and for the use or misuse of such information by users authorized by you to use the Software and Services. You will immediately notify Active in writing if any such users are no longer authorized. Both parties agree to use the collected information in compliance with (i) all applicable laws, rules and regulations, including, without limitation, those governing online privacy and use of credit card data (i.e. using credit card information only for purposes authorized by the cardholder); (ii) applicable Payment Card

Industry Data Security Standards; and (iii) Active's privacy policy as published on its website.

4. Fees. a) Client will pay the fees as more fully described in the applicable Schedule. For registration Software, unless otherwise set forth on the applicable Schedule, Active will collect registration fees charged by you from individuals who register for your Events online, for the purposes of card association rules, as a merchant of record but not a seller of record. Active will remit those sums to you, net of chargebacks and any other offsets, bi-weekly unless otherwise set forth in the applicable Schedule, less Active's service fees as set forth in the applicable Schedule. Active may suspend its performance hereunder, including remitting payments, in the event it reasonably believes that the Software or Services are being used for fraudulent or other suspect purposes. If you have agreed to a minimum volume commitment in a Schedule, Active also has the right to charge fees owed to it by you if your organization does not meet the agreed volume commitments and may collect those fees by issuing an invoice or by offsetting the deficiency from any account balance you maintain with Active. Any minimum volume commitment calculations will begin on the date that the Software is live for your Event(s). Active may also reimburse itself for any chargebacks, returned items or overdue fees owed by you out of the registration fees it collects on your behalf by offsetting your account. If the Schedule indicates that you are paying on a subscription basis, you will be invoiced for the first year of subscription fees upon the first live operational use of the Software ("Go-Live Date"), with subsequent annual subscription fees being invoiced upon each anniversary of Go-Live Date. Payment of subscription fees are due within thirty (30) days of your receipt of an invoice. All fees and prices are in Canadian Dollars unless otherwise specified.

b) All fees that are not directly collected by Active as part of registration fees will be due from you within thirty (30) days from the end of the remittance cycle during which the fees accrued. These fees are displayed on your account statement. Past due fees shall accrue interest at the annual rate of ten percent (10%) per annum. In the event of delay in paying a fee, you agree to reimburse Active for any fees incurred in its collection efforts. Active may suspend or deactivate your account if your account is more than thirty (30) days past due.

c) Active reserves the right to modify the fees once per calendar year, provided that any increase will not exceed twelve and a half percent (12.5%). Active shall notify Client at least thirty (30) days in advance of any such change. If we modify the fees, you can terminate this Agreement at that time by providing written notice within thirty (30) days following the date the change is implemented.

d) As the seller of record, you will be solely responsible for, and will pay, any and all use, excise, sales or privilege taxes, duties, value added taxes, fees, assessments, or similar liabilities, chargeable by a governmental authority as a result of any Software or Service provided under this Agreement. Taxes on Active's net income are excluded. All fees described in the applicable Schedule are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any end user.

e) In the event you are entering into this Agreement and seeking the Services for the benefit of a third-party event or organization ("Third Party Beneficiary"), you agree that we may send registration fees collected by us directly to the Third Party Beneficiary.

5. Disclaimer of Warranty/Limitation of Liability. **ACTIVE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF ITS SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE OR SERVICES WILL**

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MEET YOUR REQUIREMENTS. SOFTWARE AND SERVICES 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. ACTIVE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR LOST PROFIT DAMAGES. ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ANY MATTER 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.

6. Indemnification. a) Each party (the "Indemnifying Party") shall defend, settle, and pay damages (including reasonable attorneys' fees) ("Damages") relating to any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("Claims") against the other party hereto (the "Indemnified Party") to the extent that such Claim is based upon: (i) the Indemnifying Party's violation of any applicable law, rule, or regulation; and/or (ii) provision, by the Indemnifying Party, of materials, products, or services as part of such party's obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used in accordance with this Agreement.

b) You shall further defend, settle, and pay Damages relating to Claims to the extent based on (i) injury or death to a person or damage to property resulting from the participation in an Event operated by you in connection with the Software and/or Services; and/or (ii) brought by a Third Party Beneficiary that relate to or arise from your negligence, wrongdoing, or lack of authority to act on behalf of such third party. For the purposes of Sections 5 and 6, reference to Active shall also include its suppliers and licensors.

7. Term and Termination. The term of this Agreement shall be for three (3) years from the Effective Date with automatic renewals for three (3) year terms thereafter, unless either party gives written notice to the other party to terminate this Agreement no less than twelve (12) months prior to the expiration of the then-current term. Either party may terminate this Agreement: (a) upon a material breach by the other party, if such breach is not cured within thirty (30) days following written notice to the breaching party; or (b) where the other party is subject to a filed bankruptcy petition or formal insolvency proceeding that is not dismissed within thirty (30) days.

8. Miscellaneous. a) Any notices required to be given under this Agreement shall be in writing sent to the address set forth below for Client or, in the case of Active, to the address set forth above to the attention of Legal Department. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or three (3) days after deposited in the mail sent certified or registered.

b) This Agreement is non-assignable without the written consent of the other party, except that Active may assign without consent: (i) its rights to receive payments; or (ii) the Agreement to an affiliate or in connection with any sale of or any other transaction involving the transfer of more than fifty percent of its voting securities or assets. Any assignment in violation of this Agreement will be void.

c) This Agreement shall be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein, without giving effect to any conflict of law provisions thereof. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to this Agreement. Any legal action or proceeding relating to this Agreement shall be instituted only in the Courts of the Province of British Columbia. In any action or suit to enforce any right or

remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

d) This Agreement contains the entire understanding of the parties regarding the subject matter hereof and can only be modified or amended by a subsequent written agreement executed by both parties.

e) Sections 2, 3, 5, 6, and 8 of this Agreement and any fees owed by you shall survive any termination or expiration of this Agreement.

f) If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

g) No waiver of any provision of this Agreement or any attachment shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

h) Neither party will be deemed to be in default hereunder, or will be liable to the other, for failure to perform any of its obligations under this Agreement to the extent that such failure results from any event or circumstance beyond that party's reasonable control.

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SIGNATURE PAGE

By signing this Agreement, each party represents and warrants that it has the necessary and full right, power, authority, and capability to enter into this Agreement and to perform its obligations hereunder.

THE ACTIVE NETWORK, LTD.

By: _____
(Signature)

Print Name and Title

Date: _____

CLIENT

(Full Legal Entity Name)

E-Mail

By: _____
(Signature)

Phone: _____

Address

Print Name and Title

City, Province and Zip

Checks payable to

Event URL (Web site)

Date: _____

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SCHEDULE



Schedule

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

Created Date 10/10/2014
Quote Number 00044311
Currency CAD

Prepared By Jas Saraw
Phone (800) 661-1196
E-mail jaspal.saraw@activenetwork.com

Contact Name Leana Moffitt
Phone 1 (807) 274-4561 #12
Email lmoffitt@fort-frances.com
Fax 1 (807) 274-3799

Bill To Name Town of Fort Frances
Bill To Contact Leana Moffitt
Bill To Address 740 SCOTT STREET
Fort Frances, Ontario P9A 1H8 Canada

Ship To Contact Leana Moffitt
Ship To Address 740 SCOTT STREET
Fort Frances, ON P9A 1H8 Canada

Product	Product Type	Quantity	UOM	Sales Price	Fee %	Total Price
ACTIVE Net - Service Package C5	Service	1	Ea	19,800.00		19,800.00
ACTIVE Net - Functionality: Activity Registration	SaaS	1	Ea			
ACTIVE Net - Functionality: Equipment Lending	SaaS	1	Ea			
ACTIVE Net - Functionality: Facility Reservation	SaaS	1	Ea			
ACTIVE Net - Functionality: Memberships	SaaS	1	Ea			
ACTIVE Net - Functionality: POS	SaaS	1	Ea			
ACTIVE Net - Technical Services: ACH Remittance	Service	1	Ea			
ACTIVE Net - Public Access Optimization	Service	1	Ea			
ACTIVE Net - Class Customer Loyalty - Professional Services Conversion to ACTIVE Net Credit	Service	1	Hr	-4,200.00		-4,200.00
ACTIVE Net - (credit card refunds - flat fee)	SaaS	1	Ea	0.10		0.10
ACTIVE Net - SaaS						
ACTIVE Net - Staff Interface - Payment Processing Fee - Canadian Debit	SaaS	1	Ea	0.15		0.15
ACTIVE Net - Staff Interface - Payment Processing Fee - Credit Card	SaaS	1	%		3.00	
ACTIVE Net - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing	SaaS	1	%		0.50	
ACTIVE Net - Staff Interface - Technology Fee	SaaS	1	%		2.00	
ACTIVE Net - Public Interface - (\$1.00 Service Charge Minimum)	SaaS	1	Ea	1.00		1.00
ACTIVE Net - Public Interface - Online Transaction Fee	SaaS	1	%		5.00	
ACTIVE Net - Public Interface Fee Set up - absorbed by client	SaaS	1	Ea			
ACTIVE Net - ACTIVE Advantage - opt out	SaaS	1	Ea			
ACTIVE Net - Magazine Offer - opt out	SaaS	1	Ea			



Total Price

CAD 15,600.00

Service Total

15,600.00

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

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

Quote Acceptance Information

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PO# (if applicable): _____