

**AMENDMENT #1
TO THE AGREEMENT**

This Amendment No. 1 (this "**Amendment 1**") is made effective as of _____ (the "**Amendment 1 Effective Date**") by and between the City of Redmond (the "**City**") and Active Network, LLC ("**Consultant**") and amends that certain Consultant Agreement, dated as of September 1, 2015, (the "**Agreement**") entered into by the Parties. City and Consultant are also individually referenced herein as a "Party" and collectively as the "Parties." Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

NOW THEREFORE in consideration of the mutual covenants, recitals and promises contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties hereto hereby agree as follows:

1. **Changes to the Agreement.**

- A. Paragraph 16 of Exhibit C, Products and Services Agreement Contract #00050341, as amended by Exhibit F, Supplemental Terms and Conditions, is deleted in its entirety and replaced with the following:

"Unless otherwise provided in the applicable Schedule, Active shall provide to Client, and the Client shall license from Active, the Hosted Software commencing on the Effective Date of this Agreement, and remaining in full force until March 11, 2024.

- B. Schedule Quote Number 00050341 is deleted in its entirety and replaced with Schedule Quote Number 00126119, attached hereto.

2. **Full Force and Effect.** Except as expressly modified herein, the Agreement remains in full force and effect. All references in the Agreement to "this Agreement," "hereto," "hereof," "hereunder" or words of like import referring to the Agreement shall mean the Agreement as amended by this Amendment 1. In the event any of the terms and conditions of the Agreement conflict with the terms and conditions of this Amendment, the terms and conditions of this Amendment 1 shall prevail only as to the subject matter expressly stated herein.

3. **Counterparts.** This Amendment 1 may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document, binding against each of the Parties. To the maximum extent permitted by law or by any applicable governmental authority, this Amendment 1 may be transmitted by facsimile, electronic mail (including pdf) or other transmission method with the same validity as if it were an ink-signed document and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment 1 as of the Amendment 1 Effective Date.

Active Network, LLC
by its authorized signatory

City of Redmond
by its authorized signatory

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Schedule

Company Address 5850 Granite Parkway, Suite 1200
 Plano, TX 75024
 US

Created Date 7/29/2022
 Quote Number 00126119
 Currency USD

Prepared By Molly Mueller
 Opportunity Owner Nicola LeBlanc
 Owner Email nicola.leblanc@activenetwork.com

Contact Name Jeffrey Guptil
 Phone 14255562362
 Email jguptil@redmond.gov

Bill To Name City of Redmond
 Bill To Contact Jeffrey Guptil
 Bill To Address 6505 176th Avenue NE
 Redmond, WA 98052 United States

Ship To Contact Jeffrey Guptil
 Ship To Address 6505 176th Avenue NE
 Redmond, WA 98052 United States

Product	Product Type	Description	Quantity	Fee %
ACTIVENet - Public Interface - Online Transaction Fee	SaaS	Rates for organizations under \$1,500,000 in annual revenue through ACTIVE Net.	1	5.14
ACTIVENet - SaaS				
ACTIVENet - Staff Interface - Payment Processing Fee - Credit Card	SaaS	Rates for organizations between \$1,500,000 to \$8,000,000 in annual revenue through ACTIVE Net.	1	3.00
ACTIVENet - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing	SaaS		1	0.50
ACTIVENet - Staff Interface - Technology Fee	SaaS	Rates for organizations under \$1,500,000 in annual revenue through ACTIVE Net.	1	2.14

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.

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

Quote Acceptance Information

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PO# (if applicable): _____