

**AMENDMENT No. 1
TO PRODUCT AND SERVICES AGREEMENT
CITY OF PORTLAND, OREGON
REF: CONTRACT No. 30000729**

This Amendment No. 1 (this "Amendment") is made effective as of _____, 2013, (the "Amendment Effective Date") by and between **The Active Network, Inc.**, a Delaware corporation, hereinafter called "TAN," and the **City of Portland**, a municipal corporation of the State of Oregon, hereinafter called "Customer," by and through their duly authorized representatives and amends that certain Product and Services Agreement dated as of July 31, 2009, (the "Agreement") entered into by the Parties. Customer and TAN are also singularly 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.

Customer and TAN now desire to supplement and amend certain terms and conditions of the Agreement to add Hosted Software and Online Services, pursuant to the terms and conditions set forth in this Amendment and in the Agreement.

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

1. **Schedule A.** TAN shall provide Customer access to the Hosted Software as set forth in the Pricing Form (Exhibit A to this Amendment) pursuant to the terms and conditions set forth in Schedule A "SCHEDULE A: TERMS APPLICABLE ONLY TO HOSTED SOFTWARE," attached hereto and incorporated herein. This new Schedule A **SUPERSEDES, in its entirety** "SCHEDULE A: TERMS APPLICABLE ONLY TO HOSTED SOFTWARE" (Sections 12 through 18) in the Agreement.

1.1 **Definitions.** Definitions are listed below. Capitalized terms used in this Amendment which are not defined herein shall have the same meanings as defined in the Agreement.

(a) **"Acceptance"** "Acceptance" means Product has been inspected, loaded, shipped, transported, installed, delivered, configured and diagnostic tests have been performed to demonstrate, to Customer's satisfaction, that Product conforms and operates according to the requirements of this Agreement, applicable Documentation and TAN's representations.

(b) **"Acceptance Criteria"** means all specifications, functionality and performance requirements as set forth in the Statement of Work (as such specifications, and requirements and Statement of Work may be changed from time to time by mutual agreement in writing), the Documentation, TAN's representations and warranties, or, in the case of Deliverables not requiring an Acceptance Test, written requirements or standards mutually agreed by Customer and TAN. The City's acceptance criteria will be based on reliance on TAN's experience and expertise. City and TAN agree to establish the Acceptance Criteria in writing for the purpose of conducting Acceptance Testing. Acceptance Criteria shall be incorporated as Exhibit ???

(c) **"Acceptance Date"** means the date on which Customer issues a Certificate of Acceptance for the System or a Deliverable.

(d) **"Acceptance Test"** means the evaluation and testing method, procedures, or both, that are used to determine whether or not the Software or a Deliverable requiring Acceptance Testing operates in accordance

with the Acceptance Criteria. Acceptance Testing may occur in one or more phases, depending on the integration of contingent products, scalability, performance tuning or other measurable features or milestones.

(e) **“Certificate of Acceptance”** means a written instrument by which Customer notifies TAN that in its sole discretion the Acceptance Criteria have been either met or waived, in whole or in part. Sample is attached as Exhibit....?

(f) **“Deliverable(s)”** means goods, products, documents or tangible work products to be provided to Customer by TAN under this Agreement.

(g) **“Go-Live Date”** means the first live operational Use of the Hosted Software after Customer has issued a Certificate of Acceptance for the Hosted Software and Online Services.

(h) **“Service Charge(s)”** means the fees payable to TAN by Customer for Use and Maintenance of the Hosted Software.

(i) **“Statement of Work” (SOW)** means the written detailed specifications of the Software, Product(s), or Services(s) to be delivered to Customer by TAN subject to the terms and conditions of this Agreement.

(j) **“Use”** means Customer’s right to test, access, and operate the Hosted Software.

2. **Term.** Section 11.7 of the Agreement is amended to extend the term of the Agreement for an additional five (5) years. Section 11.7 of the Agreement is amended by deleting the first sentence of such section in its entirety and replacing the first sentence with the following:

“Unless terminated earlier under the provisions herein, this Agreement shall remain in effect for up to ten (10) years, with options to renew in one (1) year increments up to five additional times, in Customer’s sole discretion.”

Accordingly, the expiration date of the Agreement is changed from July 30, 2014, to **July 30, 2019**.

3. **Value.** The Overview of Agreement table located on the first page of the Agreement is amended by deleting the second sentence of such table and replacing the second sentence with the following:

“The total not-to-exceed amount of this Agreement is \$1,950,000.00.”

Accordingly, the not-to-exceed value of the Agreement is increased by **\$1,500,000.00**, from \$450,000.00 to **\$1,950,000.00**.

4. **Prices.** The prices and fees for the Services required to migrate to the Hosted Software, other professional services related to the Hosted Software,- and the annual prices for Hosted Software are set forth in Exhibit A Pricing Form to this Amendment, attached hereto and incorporated herein.

5. **Statement of Work.** The Statement of Work for the migration from Licensed Software installed at Customer’s facilities to Hosted Software is included as Exhibit B to this Amendment.

5. **Travel.** A new Section 11.18, Travel is added to the Agreement immediately following Section 11.17 of the Agreement and reads as follows:

“11.18 **Travel.** TAN shall be reimbursed for expenses for which Customer has obtained advance written approval by authorized City personnel and incurred in connection with personnel assigned to provide Services for Customer on Customer’s site. All invoices shall be accompanied by copies of original receipts and any additional backup that may be appropriate. Expenses incurred for personal entertainment while traveling on Customer’s business are not reimbursable. Personal entertainment includes items such as in-room movie charges, sightseeing, attendance at sporting events, reading materials, birthday gifts, haircuts, etc.” [NOTE TO PORTLAND: DELETED GUIDELINES AS ALL TRAVEL EXPENSES NEED TO BE PREAPPROVED IN WRITING BEFORE TAN CAN BE REIMBURSED THEREFORE IF THE TRAVEL EXPENSES DO NOT COMPLY WITH GUIDELINES THEN THE CITY WILL NOT APPROVE]

7. **PCI Compliance.** Section 10.2. of the Agreement is deleted in its entirety and is replaced with the following:

“10.2 **PCI Compliance.** TAN warrants (i) that the Services provided under this Agreement will be PCI compliant, (ii) that Hosted Software provided under this Agreement supports PCI compliance measures, and (iii) that updates and new releases of Hosted Software and Services provided by TAN as set forth herein on an ongoing basis will continue to support PCI functionality and features, in the case of Hosted Software and be PCI compliant, in the case of Services, as set forth herein.” [NOTE TO PORTLAND: ACTIVE IS NOT A SERVICE PROVIDER, BUT MERCHANT OF RECORD UNDER PCI SECURITY STANDARD. ALSO PA-PSS VERIFICATION DOES NOT APPLY TO ACTIVE’S HOSTED SOFTWARE SOLUTION.]

8. **Notice.** Section 11.3 of the Agreement is amended by deleting and replacing TAN’s contact information with the following:

“For The Active Network, Inc.:
10182 Telesis Court, San Diego, CA 92121
Attention: General Counsel”

9. **Security.** Section 11.13 of the Agreement is amended by deleting such section in its entirety and replacing it with the following:

“11.13 **Security.** TAN provides or has access to Hosted Software which contains Confidential Information or personally identifiable information (defined in the Oregon Consumer Identity Theft Protection Act ORS 656A.600 et seq.), TAN shall maintain and demonstrate compliance with the following:

(a) Notification provisions of the Oregon Consumer Identity Theft Protection Act , ORS646A.600 et seq. TAN shall develop, implement and maintain reasonable safeguards to protect the security, confidentiality and integrity of the personal information, including disposal of the data; provided, however, TAN may retain a copy of such information for legal, regulatory, and archival purposes, provided that TAN continues to comply with the confidentiality provisions herein for as long as it retains such information. TAN agrees to provide prompt notification to Customer of any confirmed security breach that would compromise the safety and security of credit cardholder data. To the extent required or permitted by law, TAN agrees to provide prompt and

reasonable assistance to Customer to provide notice to affected consumers any costs or fees incurred by Customer due to TAN's data breach, including but not limited to notification, consumer credit reports or fines by the Department of Consumer and Business Services, shall be reimbursed to Customer by TAN.

(b) Payment Card Industry- Data Security Standard (PCI-DSS). The most current version is 2.0. These standards are maintained at: www.pcisecuritystandards.org. TAN warrants and represents that it is responsible for the appropriate handling and security of cardholder data which it possesses or accesses when securely provided to TAN.

(c) City of Portland, Bureau of Technology Services Security Standards. TAN must comply with Technology Services, Information Security Administrative Rules 2.08, 2.12, and 2.15. These rules are located at: <http://www.portlandonline.com/auditor/index.cfm?c=26821>

(d) City of Portland's Bureau of Technology Services' Administrative Rules. TAN shall comply with the City of Portland's Bureau of Technology Services' Administrative Rules 2.05 and 2.06 located at: <http://www.portlandonline.com/auditor/index/cfm?c=47787&a=200854>

(e) If Customer is fined or penalized due to lack of PCI compliance on the part of TAN or the Hosted Software or Online Services provided by TAN under this Agreement, TAN shall timely reimburse Customer for any such fines or penalties paid by Customer."

10. **Exhibit C.** TAN shall make the Hosted Software (as set forth in the Pricing Form, Exhibit A) available in accordance with the terms of the Service Level Agreement set forth in Exhibit C attached hereto.

11. **Agreement Remains in Effect.** Except as expressly described herein, the Agreement remains in full effect according to its terms. The Agreement and this Amendment, as well as any exhibits attached to each respectively, shall be read in concert to the fullest extent possible and be considered collectively as a singular agreement. 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.

12. **General.**

12.1 **Miscellaneous:** If any one or more of the provisions of this Amendment is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Amendment, and this Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The captions used in this Amendment are for convenience and reference only and will not be deemed to limit, characterize or in any way affect any other provision contained herein. All provisions of this Amendment will be enforced and construed as if no caption had been used. This Amendment will be assigned automatically and only upon the assignment of the Agreement according to its terms.

12.2 **Order of Precedence:** In the event there is a conflict between the terms and conditions of one portion of this Amendment with another portion of this Amendment or the Agreement, the conflict will be resolved by designating which document takes precedence over the other for purposes of interpretation. In this Amendment, the order of precedence shall be:

1. This Amendment and attached Schedule A

2. The Agreement
3. Exhibit A, Pricing Form
4. Exhibit C, Service Level Agreement
5. Exhibit B, Statement of Work and Schedules

12.2 Entire Agreement: The Agreement, this Amendment and any Exhibits or Schedules attached to each respectively constitute the entire agreement between the Parties with respect to the subject matter thereof and supersede all previous and contemporaneous negotiations, comments and writings by the Parties with respect to the subject matter referenced in each. The Agreement and this Amendment may be changed only by a written amendment signed by both Parties. No oral agreement or conversation with any officer, agent or employee of Customer, before, simultaneously with or after the execution of the Agreement or this Amendment, shall affect, alter or modify the obligations hereunder.

12.3 Counterparts and Facsimile: This Amendment may be executed by the Parties in separate counterparts, which counterparts when combined are hereby deemed to constitute a single document, and, as set forth in Section 11.17 of the Agreement, the Parties agree that they may execute this Amendment and future amendments by electronic means, including the use of electronic signatures.

The Parties hereto have executed this Amendment effective as of the Effective Date.

CITY OF PORTLAND

THE ACTIVE NETWORK, INC.

Chief Procurement Officer Date

Authorized Signature Date

Approved as to Form

Printed Name and Title

Address: _____

Office of City Attorney Date

Phone: _____

AMENDMENT No. 1**CONTRACT No. 30000739****TERMS APPLICABLE ONLY TO HOSTED SOFTWARE****1. HOSTED SOFTWARE LICENSE**

1.1 TAN will provide Customer with access to the Hosted Software identified in Exhibit A, Pricing Form, to this Amendment, and associated Online Services, and TAN hereby grants to Customer a limited, non-exclusive, non-transferable license to Use the Hosted Software in accordance with the applicable Documentation.

1.2 Customer elects to receive notifications of free product, promotional items and giveaways through the TAN program known as ActiveRewards. TAN will offer Customer (and for the purposes of clarification TAN will not offer to Customer users directly unless such users have opted-in or requested such promotions) opportunities for free product, promotional items and giveaways at Customer's event(s) or facility(ies) as applicable, the exact manner and type of which will be mutually agreed upon by Customer and TAN upon Customer's written acceptance of a particular program.

1.3 Customer understands that some TAN products may contain TAN or third party promotions or offers to Users and such offers will be made to individuals on an opt-in basis. TAN (and any such third party) shall be responsible for administration and customer service issues on any such offer or promotion.

2. SUPPORT FOR HOSTED SOFTWARE

TAN will, during all periods in respect of which Customer has subscribed for Hosted Software, provide Support to Customer (and, where applicable, directly to Users of Customer's own services and products who access the Hosted Software) in accordance with applicable sections of the Support and Maintenance Handbook as set forth in Exhibit 2 of the Agreement.

3. LICENSE AND BRANDING

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

4. INFORMATION SECURITY AND PRIVACY FOR HOSTED SOFTWARE

TAN may collect information, including names, addresses, gender, phone numbers, email addresses, birth dates, financial information (for payment purposes) and other such information from individuals using the Online Services as is reasonably required to provide the Services. TAN will store such information on a secure remote server using industry standard or better safeguards in accordance with TAN's published online privacy policies and in compliance with all applicable laws, codes of practice, and other legal obligations associated with the collection, use, and disclosure of personal information. Customer may access this information by downloading it from TAN's servers using a Customer-assigned private password and "login" identifier. Upon request TAN will make such information available to Customer via e-mail, fax or airmail.

Customer will be responsible for protecting the privacy and security of any information that Customer retrieves from TAN's servers and shall prevent any unauthorized or illegal use or dissemination of such information and shall be solely responsible for ensuring compliance with any applicable data and privacy protection laws, codes of practice, and other legal obligations associated with the collection, use, and disclosure of personal information by Customer, including such disclosure to TAN as is necessary for TAN to provide the Services and Products to Customer. Customer and/or its Users shall exclusively own the personal data collected by TAN in connection with the Hosted Software; provided, however, TAN is granted a royalty-free, perpetual, non-exclusive right and license to use, reproduce, distribute and adapt the collected data as is necessary for TAN to perform its obligations under the Agreement, including for purposes of communicating with Customer or Customer's clients as necessary, fulfilling requests for products and services requested from Customer or Customer's clients, providing customized content and advertising provided in connection with the Hosted Software, conducting internal TAN research intended to improve the products and services provided by TAN and its affiliates, and to provide anonymous and aggregated reporting of non-individual data for internal and external clients of Customer or TAN. Any use of such data will conform with applicable laws related to personal privacy and best practices around permissive marketing, such as use of "opt-in" and/or "opt-out" notifications and rights.

5. FEES

5.1 Transaction fees.

- (a) Customer shall pay to TAN the Service Charges as set out in the Pricing Form, Exhibit A to this Amendment.
- (b) TAN will be responsible for collecting all payments processed through the Online Services and all Service Charges assessed by TAN. All payments are Customer's exclusive property.
- (c) If Customer enters transactions at fee amounts less than those actually charged to Customer's Users, thus reducing or avoiding applicable Service Charges, such action shall constitute a material breach of the Agreement.
- (d) TAN shall not be responsible for processing or making any refunds. All refunds for payments processed will be assessed a \$0.10 fee charged by TAN to Customer.

5.2 Subscription Fees.

Customer shall pay to TAN the Hosted Software subscription fees ("Subscription Fees") if set out in the Pricing Form (Exhibit A).

Customer will be invoiced for the first year Subscription Fees upon Go-Live Use of the Hosted Software (the Go-Live Date), with subsequent annual Subscription Fees being invoiced upon each anniversary of Go-Live Date.

EXHIBIT A: PRICING FORM**1. Ongoing Fees.**

Customer agrees to pay ongoing Service Charges as described below. TAN will invoice Customer once a month for Service Charges collected during the month.

| <u>Activity</u> | <u>Percentage</u> |
|--|-------------------|
| Staff Transactions: payments using Active Merchant Services Gateway | 2.5% |
| Staff Transactions: cash, check and credit memo (City-internal transactions) | 1.0% |
| Public Transactions: credit card and electronic check payment (ECP) transactions | 4.5% |

“Staff Transactions” means services, such as registration, that are enabled by Hosted Software and performed by Customer staff.

“Public Transactions” means services, such as registration, that are enabled by Hosted Software and performed by the public.

All online Service Charges will be paid for by Customer. TAN shall not change these Service Charges for five years from the Effective Date of this Amendment.

2. Onsite Services.

Quoted prices for onsite services do not include travel expenses. If onsite services are required, travel expenses will be invoiced separately, and Customer will pay TAN for all preapproved expenses at the daily onsite rate set forth in this Pricing Form.

Onsite services are billed in minimum, four (4) hour increments.

The “Daily Onsite Fee” of \$500.00 is in addition to the identified hourly rate for onsite Services and covers all travel expenses for TAN personnel except airfare.

3. Hardware.

TAN shall bill Customer for hardware upon Customer’s receipt and Acceptance of Hardware.

4. General.

Prices are in US Dollars. Hardware, operating system, Third Party Products and site preparation are not included unless otherwise noted.

Payment of any bill does not preclude the Customer from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

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AMENDMENT No. 1
CONTRACT No. 30000739
EXHIBIT A: PRICING FORM

| | | | |
|-------------------|--|-----------------|---|
| Company Address | 10162 Teleps Ct., Suite 100 San Diego, CA 92121 US | Created Date | 4/2/2013 |
| | | Quote Number | 00005003 |
| | | Expiration Date | 4/30/2013 |
| Prepared By | Terry Jones | Contact Name | Betty Woodward |
| E-mail | terry.jones@active-network.com | Phone | (503) 865-2389 |
| | | Email | betty.g.woodward@portlandoregon.gov |
| | | Fax | 1 (503) 823-2515 |
| Bill To Name | Portland Parks and Recreation Department | Ship To Contact | Betty Woodward |
| Bill To Contact | Betty Woodward | Ship To Address | 1120 SW 5 AVE #1002 Portland, OR 97204 United States |
| Bill To Address | 1120 SW 5 AVE #1002 Portland, OR 97204 United States | | |
| Hardware Total | USD 34,980.00 | Total Price | USD 76,780.00 |
| Software Total | USD 0.00 | | |
| Service Total | USD 41,800.00 | | |
| Maintenance Total | USD 0.00 | | |
| SaaS Total | USD 0.00 | | |
| Other Total | USD 0.00 | | |

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

| Product | Product Type | Quantity | UOM | Sales Price | Total Price |
|--|--------------|----------|-----|-------------|---------------|
| ActiveNet - Activity Registration | SaaS | 1.00 | Ea | USD 0.00 | USD 0.00 |
| ActiveNet - Facility Reservation | SaaS | 1.00 | Ea | USD 0.00 | USD 0.00 |
| ActiveNet - Membership | SaaS | 1.00 | Ea | USD 0.00 | USD 0.00 |
| ActiveNet - League Scheduling | SaaS | 1.00 | Ea | USD 0.00 | USD 0.00 |
| ActiveNet - Daycare | SaaS | 1.00 | Ea | USD 0.00 | USD 0.00 |
| ActiveNet - POS - Subscription (11+ Locations) | SaaS | 1.00 | Yr | USD 0.00 | USD 0.00 |
| ActiveNet - Point of Sale | SaaS | 1.00 | Ea | USD 0.00 | USD 0.00 |
| ActiveNet - Public Access Optimization | Service | 1.00 | Ea | USD 0.00 | USD 0.00 |
| ActiveNet - Public Access | SaaS | 1.00 | Ea | USD 0.00 | USD 0.00 |
| ActiveNet - Documentation Services | Service | 8.00 | Hr | USD 125.00 | USD 1,000.00 |
| ActiveNet - Senior Professional Services | Service | 32.00 | Hr | USD 175.00 | USD 5,600.00 |
| ActiveNet - Senior Professional Services | Service | 16.00 | Hr | USD 175.00 | USD 2,800.00 |
| ActiveNet - Senior Professional Services | Service | 16.00 | Hr | USD 175.00 | USD 2,800.00 |
| ActiveNet - Senior Professional Services | Service | 16.00 | Hr | USD 175.00 | USD 2,800.00 |
| ActiveNet - Senior Professional Services | Service | 16.00 | Hr | USD 175.00 | USD 2,800.00 |
| ActiveNet - Senior Professional Services | Service | 24.00 | Hr | USD 175.00 | USD 4,200.00 |
| ActiveNet - Standard Professional Services | Service | 8.00 | Hr | USD 100.00 | USD 800.00 |
| ActiveNet - Standard Professional Services | Service | 16.00 | Hr | USD 100.00 | USD 1,600.00 |
| ActiveNet - Standard Professional Services | Service | 16.00 | Hr | USD 100.00 | USD 1,600.00 |
| ActiveNet - Standard Professional Services | Service | 16.00 | Hr | USD 100.00 | USD 1,600.00 |
| ActiveNet - Standard Professional Services | Service | 16.00 | Hr | USD 150.00 | USD 2,400.00 |
| ActiveNet - Standard Professional Services | Service | 16.00 | Hr | USD 100.00 | USD 1,600.00 |
| ActiveNet - Standard Professional Services | Service | 8.00 | Hr | USD 100.00 | USD 800.00 |
| ActiveNet - Standard Professional Services | Service | 12.00 | Hr | USD 100.00 | USD 1,200.00 |
| ActiveNet - Standard Professional Services | Service | 12.00 | Hr | USD 100.00 | USD 1,200.00 |
| ActiveNet - Standard Professional Services | Service | 8.00 | Hr | USD 100.00 | USD 800.00 |
| ActiveNet - Standard Professional Services | Service | 8.00 | Hr | USD 100.00 | USD 800.00 |
| ActiveNet - Standard Professional Services | Service | 8.00 | Hr | USD 0.00 | USD 0.00 |
| ActiveNet - Standard Professional Services | Service | 4.00 | Hr | USD 100.00 | USD 400.00 |
| ActiveNet - Standard Professional Services | Service | 16.00 | Hr | USD 150.00 | USD 2,400.00 |
| ActiveNet - Standard Professional Services | Service | 4.00 | Hr | USD 100.00 | USD 400.00 |
| ActiveNet - Daily Onsite Fee (min 3 days) | Service | 10.00 | Day | USD 500.00 | USD 5,000.00 |
| ActiveNet - Standard IPAD w/PCI PED cert USB HIC w/Magenta net key | Hardware | 132.00 | Ea | USD 265.00 | USD 34,980.00 |

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AMENDMENT No. 1
CONTRACT No. 30000739
EXHIBIT B: STATEMENT OF WORK

1. Background and Summary

For several years, the City of Portland's (Customer's) Bureau of Parks & Recreation has used the Class Software licensed to the City by TAN to provide information, access, and registration for classes, activities, and events in City parks and facilities. The City recognizes that it must remain flexible and forward-thinking to best serve its citizens and the users of Parks & Recreation facilities, and to improve the City's competitive position of providing recreational opportunities to the public. In order to accomplish this goal and update its technology, Parks & Recreation needs to:

- Migrate from a server/client software environment to an Internet-hosted Software as a Service (SaaS).
- Increase online registrations for the public's use of Parks & Recreation facilities and events
- Redirect 15% of Parks & Recreation's front-line staff's workload from computer registrations to other required tasks.
- Increase marketing capabilities through online services.

Upgrading from TAN's Class Software, currently installed on City servers, to TAN's hosted ACTIVE Net solution (the "Project") will enable the City to move into the future. This Statement of Work describes how TAN will assist the City in the migration to ACTIVE Net and provide Hosted Software and Online Services on an ongoing basis.

2.0 Statement of Work

2.1 Stages

Prior to the commencement of work under this Statement of Work, TAN will be conducting a business process review of Parks & Recreation. The results of this review will assist TAN and the City in finalizing elements of this Statement of Work.

This section outlines TAN's generic overall approach to the implementation of the Hosted Software ACTIVE Net. Implementation stages are performed utilizing an iterative approach. The following is a brief description of each stage of the TAN methodology. Steps performed with the guidance of a TAN consultant are referred to as guided implementation cycles for the remainder of this document. The following table defines each stage in detail:

1. **Plan** - plan the implementation, analyze business needs, and define configuration requirements
2. **Configure** - configure the software in accordance with decisions made during planning.
3. **Data Entry** - enter all data pertaining to the products and services that will be managed in ACTIVE Net
4. **Test** - test the functional integrity of the system configuration against business cases
5. **Audit** - audit entered data for accuracy, consistency, completeness, and currency
6. **Train** - train system users on software operations
7. **Project Management** - manage scope and schedule throughout Project execution

| No. | Name of Stage | Objectives | Tasks |
|-----|---------------|---|--|
| 1 | Planning | <ol style="list-style-type: none"> 1. Understand Project goals 2. Gain management business perspective 3. Understand current and future business functions and needs 4. Define configuration requirements | The initial planning stage consists of a business process review. During this time TAN will ensure proper due diligence occurs to thoroughly understand the City's business model and to define system requirements. TAN will leverage market experience to advise the City on industry best practices and discuss opportunities for efficiency gain. ACTIVE Net utilizes an iterative approach and therefore each implementation cycle will begin with a planning session focused on the aspect of the business being implemented. |
| 2 | Configuration | <ol style="list-style-type: none"> 1. Configure the Hosted Software in accordance with decisions made during planning 2. Empower system administrators to understand and interact with configuration controls | Each guided implementation cycle is focused on system configuration. During guided implementation time, system administrators set system controls in accordance with decisions made during planning. A TAN consultant will provide guidance during system configuration and provide insight into the implications of their decisions. System administrators will be empowered to make configuration changes as their business demands. |
| 3 | Data Entry | <ol style="list-style-type: none"> 1. Enter all data pertaining to the City products and services that will be managed in ACTIVE Net 2. Empower system administrators to understand best practices for entering system data 3. Empower system administrators with a strategy and tools to collect and enter data | Each guided implementation cycle includes a portion of data entry. Data entered during the guided implementation is a subset of the entire data required to manage all products and services offered by the City. The primary goals of data entry during guided implementation are to test configuration decisions and to ensure the system administrators understand best practices for data entry. Upon completion of the guided implementation cycle, the City will need to perform data entry for the remainder of those services. TAN will provide strategic guidance and tools to assist with this data entry. |
| 4 | Testing | <ol style="list-style-type: none"> 1. Test the functional integrity of the Hosted Software configuration against business cases 2. Empower system administrators to understand best practices for testing system integrity 3. Empower system administrators with a strategy and tools to test system configuration | Each guided implementation cycle includes a portion of tests. The data entered during the guided implementation is utilized to test the system in accordance with business cases. The primary goal of function testing is to empower system administrators to perform function testing to ensure the software provides efficient workflows and accurate reporting in accordance with Project goals. Upon completion of the guided implementation cycle, the City will need to perform additional function testing and Acceptance Testing. TAN will provide strategic guidance and tools to assist with this testing. |
| 5 | Audit | <ol style="list-style-type: none"> 1. Audit entered data for accuracy, consistency, completeness, and currency 2. Empower system administrators to understand best practices for auditing system data | Upon completion of data entry, system data should be audited to ensure accuracy, consistency, completeness, and currency. Upon completion of the guided implementation cycle, the City will need to perform data auditing. TAN will provide strategic guidance |

| No. | Name of Stage | Objectives | Tasks |
|-----|--------------------|--|--|
| | | 3. Empower system administrators with a strategy and tools to audit data | and tools to assist with this data auditing. |
| 6 | Training | 1. Train system users on Hosted Software operations 2. Empower system administrators to understand best practices for conducting end-user training 3. Empower system administrators with a strategy and tools to conduct end-user training | Each guided implementation cycle includes a portion of training. The primary goal of training is to ensure system administrators understand the control required to navigate the software and to enable attendees at Train-the-Trainer sessions to have the expertise necessary to train additional personnel. |
| 7 | Project Management | 1. Establish and utilize Project management tools, including meeting agendas, task list, issues log, risk log, Project schedule, etc. 2. Conduct periodic status reports to reconcile Project tasks to the Project schedule | Project management services will be spent maintaining Project management tools and conducting periodic status meetings. The primary goal of the Project management work is to ensure that the Project goals are achieved and Project scope and resources are managed within the defined Project schedule. |

2.2 Deliverables

The following is a list of Deliverables:

2.2.1 ACTIVE Net Modules and Functionality:

1. **Payment Processing** – the system allows for payments to be accepted, tracked, and reported upon in the system.
2. **Activity Registration (FlexReg/Day Care)** – the module used to manage instructional and recreational programs
 - 2.1 **Private Lessons** – a specialized function of Activity Registration, used to manage private lessons
3. **Facility Reservation** – the module used to manage scheduling and rental functions for facilities
4. **Membership Sales / Validation** – the module used to manage membership packages
5. **League Scheduling** – the module used to manage scheduling of different sports leagues.
6. **Point of Sale** – the module used to manage retail sales transactions performed by the City
7. **Public Access** – the module that allows the public to purchase City services (activities, leagues, memberships and rentals) online
8. **Marketing** – the module that allows the City to communicate with targeted or all participants by text message, email, or letter. Also allows brochure export and other marketing tools.
9. **Reports** – this area allows reports to be created by the user with defined filter options. This allows data and analysis of City operations of all modules

2.2.2 Other Deliverables:

1. **Business Process Review Document** – the business process review facilitates discussion on business process implemented in the system with an output of the Business Process Review document.
2. **Hardware** – any hardware listed in Exhibit A Pricing Form.
3. **Manuals** - Online training materials of quick start guides and help guides are build into the ACTIVE Net staff user interface.
4. **Product Documents** – Product documents, such as release notes, are available via the customer care portal, which Portland will be provided access to the customer care portal.

The following table describes the functionality of each ACTIVE Net module to be implemented for the City under this Project.

| Deliv. No. | Module/ Functionality | Details |
|---------------|--|--|
| 1 | Payment Processing | <ol style="list-style-type: none"> 1. Process registrations, transfers, and refunds 2. Include multiple enrollments for family members on a single receipt 3. Accept immediate payment or installments in cash, check, credit card, or from credit on account 4. Payment Plans and automatic billing are included functionality that can be turned off or on 5. Multiple taxes and fees can be automatically applied during registration 6. Wallet ID for refunds without card present 7. The ability to manage gift certificates and report on outstanding and used gift certificates will be present 8. Manage credit on account functionality will be present and can be turned off or on 9. Scholarships in ACTIVE Net can be used to manage a financial assistance program, and as such can be discounts or treated as payment for accounting practices 10. Discounts in ACTIVE Net can be user defined and limited to specific user types 11. Coupon Codes can be limited to selected areas and to specific user types 12. Residency can be determined by geographic area, zip code, or street address import file 13. Residency/non-residency can have different payment rates and registration windows |
| 2 | Activity Registration | <ol style="list-style-type: none"> 1. The Public Access module will be available 24 hours a day, excluding scheduled outages and maintenance updates 2. Credit card processing 3. Receipts will have the functionality of sending an Automatic email confirmation 4. In the Activity registration module the ability will be present to specify prerequisites, instructors, gender and age restrictions, class size, registration dates, multiple pricing and options 5. Track instructor fees based on enrollments and payments 6. The Instructor Payment Due Report will show all fees tied to a class, the instructor's payment structure, the amount owed to the instructor, total paid to instructor, and balance due for the activity 7. Manage all registrations, withdrawals, and waitlists 8. Automate waiver processing, from generation to completion tracking 9. Central view of participants and their transaction histories 10. View past receipts, usage patterns, and demographic statistics 11. Track contact information for individuals and families 12. City customer registration reports will be present, showing statistics, and recent activity info 13. Revenues and enrollments for specific activities, categories, customer types and facilities can be monitored and reported on 14. Skills can be used for activities, instructors, officials, participants, or programs 15. These skills can be prerequisite skills for activity registration. Skills can be a set value or field designated by City |
| 2.1 | Activity Registration: Flexible Registration/ Day Care | <p>In this module, the City will have the ability to manage all flexible program registrations.</p> <ol style="list-style-type: none"> 1. The Public Access module will be available 24 hours a day, excluding scheduled outages and maintenance updates 2. Credit card processing 3. Receipts will have the functionality of sending an automatic email confirmation 4. In the Flexible registration module the ability will be present to specify prerequisites, gender and age restrictions, class size, registration dates, multiple pricing and enrollment options 5. Manage all registrations, withdrawals, and waitlists 6. Automate waiver processing, from generation to completion tracking 7. Central view of participants and their transaction histories 8. View past receipts, usage patterns, and demographic statistics 9. Track contact information for individuals and families 10. Participant registration reports will be present, showing statistics, and recent activity info 11. Revenues and enrollments for specific activities, categories, participant types and facilities can be monitored and reported on 12. Skills can be used for activities, officials, participants, or programs |

| Deliv. No. | Module/ Functionality | Details |
|---------------|--------------------------------|---|
| | | 13. These skills can be prerequisite skills for activity registration. Skills can be a set value or field designated by City |
| 3 | Facility Reservation | <p>Functionality shall include booking and facility reservations. In this module, the City will have the ability, for example, to reserve a pool for a private swimming lesson, reserve a room for a birthday party, or rent out a soccer field, TAN's facility reservation software will allow the City to eliminate double-bookings, speed up reservations, and automate third-party permit approvals.</p> <ol style="list-style-type: none"> 1. The online facility booking feature can be turned off or on at the facility level 2. Hours of operation, allowable reservation periods, required preparation times, and minimum and maximum capacities are all fields designated and adjustable by the City 3. Deposit and pricing details are adjustable with the flexible charge options 4. For processing reservations requiring multiple approvals or third-party permits automated emails and web approval tolls will be available 5. Manage facilities that overlap to eliminating double bookings 6. Equipment can be managed by either check-in/check-out or rental 7. Membership can be a prerequisite for booking the facility 8. Quick Reserve can be used to speed up bookings, it will display facility groupings and availability for each selection 9. The ability to search for facilities by name, type, amenities, site and geographic location will be present 10. The Scheduling Calendar can be configured to view multiple facilities at once by day, week or month 11. Global skip days, such as New Year's Day, can be set preventing reservations on dates designated as skip days 12. Facility Reservation integrates seamlessly with Activity Registration and Membership and Pass Management 13. Information entered in one module will automatically update in all related functional areas 14. The City will have four options in terms of calendars: <ol style="list-style-type: none"> a. Calendar – Daily: Illustrates one facility per day per page b. Calendar – Daily Multi-Resource: Illustrates multiple facilities per day per page c. Calendar – Monthly: Illustrates either one facility per month per page or multiple facilities per month per page d. Calendar – Weekly: Illustrates either one facility per week per page or multiple facilities per week per page 15. There are various formats available for each calendar and they can be printed in Adobe, HTML and Excel |
| 4 | Membership Sales/Validation | <p>Functionality shall include the member management software solution. In this module, the City will have the ability to process membership sales, create photo identification cards, manage passes, and track usage statistics from a centralized system.</p> <ol style="list-style-type: none"> 1. The City shall have the ability to create and sell various types of memberships and passes, with flexible pricing options 2. Memberships will have the ability to be time-specific, with allowances for day-of-week and time-of-day validation 3. Computerized "punch card" passes can be managed so that they are usage-specific, limiting total number of member visits 4. Access can be controlled to facilities like gyms and pools by specifying entry point access for each type of package or pass 5. Photo ID cards can be customized with unique attributes: identifiers (pictures, bar code, magstripe), layouts (logo and background images), and content (City and customer information) 6. The City can issue multiple cards for family memberships 7. Membership management hardware, including mounted or hand-held card magstripe readers or barcode scanners are available for use with ACTIVE Net 8. Revenues can be tracked by pass type and utilization statistics |

| Deliv. No. | Module/ Functionality | Details |
|---------------|--------------------------|--|
| | | 9. Lists can be generated that include contact phone numbers, membership effective and expiry dates, and balances outstanding 10. Membership data can be reviewed by package category or customer type 11. Historical comparison reports are available showing changes in active, renewed, expired, withdrawn, transferred, and suspended accounts 12. The ability to check in and out for security and building control is present in ACTIVE Net |
| 5 | League Scheduling | Functionality shall include TAN's automated recreation league management software solution. In this module, the City will have the ability to manage individual and team leagues, tournaments, and round-robins. It supports full integration with Activity Registration and Facility Reservation to prevent duplicate entries and scheduling conflicts. 1. Configure your exact league structure 2. League names, descriptions, start and end dates, no-play dates, league types, officials and facilities for each league can be customized 3. League schedules are coordinated using the "Manage Schedule" calendar 4. League schedules are automatically balanced based on multiple parameters including time, week, day of week, and game site 5. Online league access is provided 6. The ability to schedule, swap or delete games is present 7. The ability to assign players to each team and teams to each game is present 8. Validation rules prevent site and team conflicts 9. Games are viewable for each team, with number of home and away games, timeslots, and game sites 10. Games can be quickly allocated evenly across teams using Team vs. Team Distribution screen 11. Game results can be tracked including home team scores, away team scores, tied game notes, and postponed game notes 12. All information including contact coordinator such as coach, officials, and team caption can be keep within ACTIVE Net 13. A mailing list can be created to support quick email communication of updates to all officials 14. The Officials Schedule report will include dates, times, and sites for each official |
| 6 | Point of Sale | Functionality shall include Active's Point of sale (POS) software solution. In this module, the City will have the ability to streamline payment processing and order tracking in a variety of POS environments – including drop-in facilities, concession stands, and pro shops. 1. Touch screen capability with customized layouts 2. Fees are adjustable and can be defined per the City's requirements 3. The Point Of Sale module will be able to check in and out equipment 4. Interface to credit card processing systems will be seamless, for automatic credit card verification 5. Customizable payment buttons and programmable items are available 6. ACTIVE Net will have the ability to set up UPC codes for products, print labels, attach to POS items 7. Maintaining vendor contact information will be present within ACTIVE Net. 8. ACTIVE Net will have the ability to automatically notify staff when inventory goes below a certain volume 9. The Point Of Sale module will integrate with Activity Registration, Facility Reservations, Membership and Pass Management 10. ACTIVE Net will have the ability to process a payment for a course, book a room, buy a membership, and purchase a basketball, all in one transaction |
| 7 | Public Access (Online) | The participants and parents will have around-the-clock access to City activities, facilities, memberships, child care and leagues on the Internet. 1. Participants will have the ability to update their profile, change password, add family members. 2. The City will have the ability to limit these controls 3. Participants will have the ability to view daily schedules for themselves and their family members |

| Deliv. No. | Module/ Functionality | Details |
|------------|-----------------------|---|
| | | <ol style="list-style-type: none"> 4. Participants will have the ability to print past receipts and view prior transactions 5. Participants will have the ability to make payments on their account 6. Participants will have the ability to search for activities via several methods including specific age, complete waivers, and register online 7. Participants will have the ability to search for facilities, availability, and reserve online 8. Participants will have the ability to buy and renew memberships and passes online 9. Participants will have the ability to search for child care availability and easily book specific days 10. Participants will have the ability to register online for leagues 11. Participants will have the ability to register teams or groups for recreation leagues 12. Participants will have the ability to view game schedules and team standings online 13. Officials will have the ability to print team rosters, post final scores, and email game updates 14. Instructors and coaches receive their own online privileges <ol style="list-style-type: none"> a. Print rosters and attendance sheets b. Email activity updates using public access email tool 15. Participants will have the ability to block on-line functions for participants as desired 16. Participants will have the ability to search for activities by fields determined by the City. These options includes, but are not limited to: Activity Number, Keyword for Activity Name, Activity Type, Activity Location, and/or Activity Instructor |
| 8 | Marketing | <p>Functionality shall include the ability to build customer lists, email, print labels and brochure export tools. These tools are built-in to ACTIVE Net and used for registrations, reservations, and memberships.</p> <ol style="list-style-type: none"> 1. ACTIVE Net will have the ability to create custom lists based on criteria as broad as demographics, interests and age or as defined as activities 2. Automatically assign participants to lists will be an option for users to select 3. ACTIVE Net will have the ability to assign 'interest lists' to activities 4. Subscription lists will be present 5. The ability to send text or HMTL emails with links will be present in the software 6. Automatic opt-out feature to comply with CAN-SPAM regulations will be available 7. ACTIVE Net will have the ability to track emails opened and clicked-through 8. In ACTIVE Net staff will be able to store, schedule and re-use email templates 9. The ability to export specific activity information including times, facilities, description and pricing in CSV or RTF format will be present 10. ACTIVE Net data can be imported into graphic design programs 11. The City will have the ability to include graphics, photos or videos in ACTIVE Net 12. Mail merge and mailing labels functionality will be present |
| 9 | Reporting | <ol style="list-style-type: none"> 1. ACTIVE Net shall have multiple filters to drill down details and the ability to save the format 2. ACTIVE Net will have the ability to have reports emailed automatically on a user defined schedule 3. ACTIVE Net shall have multiple export formats -- HTML, Excel, or PDF |

| | | |
|----|--------------------------------------|---|
| 10 | Business Process Review and Document | <ol style="list-style-type: none"> 1. This portion of services entails facilitated discussions between project stakeholders and a Project Consultant. 2. The goal being a common understanding of business processes that are to be implemented in ActiveNet. 3. This service is meant to guide future implementation services and highlight early wins and risks associated with the Project. 4. Coupled with Documentation services, this service typically outputs a Business Process Review document. |
|----|--------------------------------------|---|

2.3 Training

2.3.1 TAN will recommend a specific number of training days following the completion of its business process review. Effective training allows successful Use and desired outputs of the Hosted Software. It is through effective training that key persons (those who will be using the system themselves as well as training other personnel) acquire mastery of the Hosted Software.

Training includes the training of staff, but also the evaluation of current business practices, working with the team to achieve consistency among procedures and develop a Project plan based on the constraints and parameters in places at the City TAN takes a "Train-the-Trainer" approach, whereby the key stakeholders involved in the Project will, after the implementation/training, have the expertise to train any part-time staff in using ACTIVE Net, as well as be able to work behind the scenes adding courses, setting up facilities, driving out data for reporting purposes, etc.

The TAN personnel who implement the Hosted Software will also do the training. Upon implementation of the Software, the consultant will create an online trainer database which mirrors the City's live ACTIVE Net database. This trainer database allows City staff members to interact with the City's database in a safe environment. This trainer database is also beneficial for new staff members to learn the City's operations management software without corrupting the City's live ACTIVE Net database. There are no additional fees for the trainer database.

2.4.2 Training Classes. Training includes the following:

- Training for up to 10 people onsite and 5 people remote
- A complete set of Documentation, including but not limited to user and product manuals covering all operations and functions of the Products built into ACTIVE Net's user interface
- A trainer database which emulates Customer's live database and allows for a "safe environment" to learn the software

2.4.3 Training Environment

The City shall provide a training environment includes a quiet room, equipped with an appropriate number of PCs and Internet connectivity, and a PC-compatible data projector, a conference line or speaker phone, and peripheral hardware (such as printers or scanners for Point of Sale or Memberships). All computers used for training should be able to access WebEx, the online utility TAN uses for remote training.

3. Work to be Performed by the City

3.1 The City shall make reasonable efforts to ensure personnel are available as needed to meet with TAN and provide such information as required. Park and Recreation and the Bureau of Technology Services have assigned project managers who will oversee the Project and provide support as needed.

4. Project Schedule

The Project will be completed by _____ or other date as mutually agreed by the Parties in writing.

A sample Project Schedule is included as Schedule B-1 to this Statement of Work.

Changes to the Statement of Work or Project schedule will be authorized and documented through a Change Order. A sample Change Order Request is included as Schedule B-4 to this Statement of Work.

5. Status Reports

TAN shall summarize activities under this Statement of Work in written weekly/monthly status reports submitted to the City Project Manager. The status reports are due on the first day of the week/month and shall include summaries of all activities and deliverables completed in the prior week/month. A status report shall be submitted as a Microsoft® Word document.

The status report shall indicate the status of Deliverables, as well as milestones where appropriate. It shall include a list of any delayed items, a description of the problem, schedule impact, and a method of resolution. A delayed item shall be carried over onto subsequent status reports until the problem is resolved. The status report shall identify any new or known project issues or risks, assess the potential impact on the Project, and propose mitigation. TAN shall maintain a current Project Plan in order to provide accurate status reports.

A Sample Status Report is included as Schedule B-3 to this Statement of Work.

6. Place of Performance

Contract performance will take place remotely as agreed with the City's Project Manager. On occasion, work will be performed at City facilities as directed by the City Project Manager.

7. Project Management

7.1 The City's Project Managers will be Glenn Raschke for Parks & Recreation and Chris Cavanagh for the Bureau of Technology Services. The City may change a Project Manager from time to time upon written notice to TAN.

Contact Information:

| | |
|---|---|
| Glenn Raschke | Chris Cavanagh |
| City of Portland, Bureau of Parks & Recreation | City of Portland, Bureau of Technology Services |
| 1120 SW Fifth Avenue, Room 1302 | 1900 SW 4th Ave Room 3400 |
| Portland, OR 97204 | Portland, OR 97201 |
| Phone: 503 823 3389 | Phone: 503 823 4171 |
| e-mail Glenn.Raschke@portlandoregon.gov | e-mail Chris.Cavanagh@portlandoregon.gov |

7.2 TAN's Project Manager will be assigned upon contract call after contract execution

Contact Information:

| |
|--|
| Lomas Sharma |
| Project Consultant |
| Active Network Professional services |
| Tel 800-661-1196 x1435 |
| Lomas.sharma@activenetwork.com |

8. Contractor Personnel and Subcontractors

8.1 **Personnel.** TAN shall assign the following personnel to do the work in the capacities designated, including all subcontractors.

| Name | Role on project |
|------|-----------------|
| TBD | |
| | |
| | |
| | |

8.2 **Key Personnel.** The Parties agree that the following positions: _____ will be designated "Key Personnel." During the Project, TAN shall make no substitutions of Key Personnel unless the substitution is necessitated by illness, death, resignation, termination of employment, promotion or other change in position or title of such individual. TAN shall notify the City within ten (10) calendar days after the occurrence of any of these events.

Any substitutions or replacements of Key Personnel require written notice to the City and TAN will at all times endeavor to place individuals who are best suited to meet the performance requirements of the City. For any proposed substitute or replacement Key Personnel, TAN shall provide the following information to the City: a detailed explanation of the circumstances necessitating the proposed substitution or replacement, a complete resume for the proposed substitute(s), and any additional information requested by the City. Proposed substitutes or replacements should have qualifications comparable to or better than those of the persons being replaced. No change in contract prices may occur as a result of substitution or replacement of Key Personnel.

8.3 **Subcontractors.** TAN shall assign the following subcontractors to perform work in the capacities designated:

| Name | Role on Project |
|------------------------------|-----------------|
| N/A – no subcontractors used | |
| | |

9. Acceptance

Prior to accepting any deliverable set forth in Section 2.2 above, the City shall have the right to perform acceptance testing. The City has developed a library of test procedures and scenarios to determine that deliverables perform according to acceptance criteria, which shall be mutually agreed upon in writing by the Parties. Acceptance criteria and an acceptance test plan shall be reviewed jointly by the City's Project Manager, TAN's Project Manager, and, as needed, technical experts from the City's Bureau of Technology Services. When agreed, the acceptance criteria and test plan will be incorporated into this Statement of Work. Upon delivery to the City of each deliverable, the City shall have ten (10) calendar days to test the deliverable in order to confirm that it conforms in all material respects to the acceptance criteria. The City shall notify TAN in writing of its acceptance or rejection of the deliverable within said ten (10) day period.

Once a deliverable has successfully passed an acceptance test, the City will issue an Acceptance Certificate. Deliverables not requiring acceptance testing shall meet the relevant acceptance criteria prior to issuance of an Acceptance Certificate. If the City does not so notify TAN within the ten (10) day period of its acceptance or rejection then the City will be considered to have accepted the deliverable. Any use of the deliverable, other than for testing purposes, shall constitute the City's acceptance of the deliverable.

If the City rejects the deliverable, the City shall specify in writing its reasons therefor. Upon receiving such notice, TAN, within thirty (30) calendar days thereafter, modify, repair, adjust or replace the deliverable rejected by the City to the extent that the reasons cited by the City for rejection are within the obligations of TAN hereunder. After any such modification, repair, adjustment or replacement of the deliverable, the City shall have five (5) additional calendar days to test such deliverable and notify TAN of its acceptance or rejection as set forth above.

10. Price and Payment

Prices and ongoing charges are set forth in Exhibit A to this Amendment (Pricing Form).

TAN shall provide the City with a single invoice for the full amount of the Implementation Services upon final Acceptance by the City of all Deliverables. Any travel charges ("Daily Onsite Fees") shall be separately itemized on the invoice.

Payment for Implementation Services shall be issued by the City thirty (30) calendar days from the date of the invoice from TAN. TAN invoices must contain TAN's name and address; invoice number; date of invoice; Contract number and date; description of Deliverables and/or Services; and the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed; and the title and phone number of the responsible official to whom payment is to be sent. The City may stipulate how

line items are entered on an invoice to ensure compatibility with the City's accounting and financial systems and to facilitate payment to vendor. TAN shall also attach photocopies of any claimed reimbursable expenses.

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EXHIBIT B: STATEMENT OF WORK
Schedule B-2 SAMPLE AGENDAS

Sample Service Agenda

The following are sample service agendas for the ACTIVE Net modules that the City has purchased. These samples will be scaled and fine-tuned to meet the Project needs of the City. Specific agendas and related dates will be established following initial project planning meetings and incorporated into the Project schedule.

DAY 1: PROJECT LAUNCH AND GENERAL SETTINGS CONFIGURATION

| | | |
|---------------|---|---|
| 8:30 - 9:30 | Project Launch Meeting <ul style="list-style-type: none"> General participant introductions, review of project flow, scope, requirements, expectations and potential risks Establishment of break times and the overall agenda | Project Team, IT Representative(s), Financial Representative(s) |
| 9:30 - 11:30 | Introduction to ACTIVE Net <ul style="list-style-type: none"> Demonstration of implemented modules from the end-user perspective, including an interface tour, a preview of applicable transactions, the reports interface and Public Access | Project Team, IT Representative(s), Financial Representative(s) |
| 11:30 - 12:00 | Workstation Setup Confirmation of ACTIVE Net setup, Internet connectivity, Java installation and desktop shortcuts | ACTIVE Net System Administrator(s), IT Representative(s) |
| 12:00 - 1:00 | Lunch | |
| 1:00 - 4:00 | General Settings Configuration Discussion will focus on determining customer profiles, standard transactions, business locations, reporting needs and financial procedures <ul style="list-style-type: none"> Tasks will involve an introduction to the Startup Checklist and entry of general system settings, financial settings, business sites, GL accounts, customer types, address variables and marketing variables | Project Team, Financial Representative(s) |
| 4:00 - 4:30 | End of Day Meeting Q&A period and review of implementation notes Review of completed events and expectations for next day | Project Team |

DAY 2: FACILITY RESERVATION CONFIGURATION

| | | |
|--------------|--|---|
| 8:30 - 9:00 | Outstanding Issues Meeting Wrap-up of outstanding items from previous day | ACTIVE Net System Administrator(s) |
| 9:00 - 12:00 | Facility Reservation Configuration Discussion will focus on reserved facilities, reservation fee structure, reservation approval processes and existing reservation documentation Tasks will involve entry of centers, facility types, facility groups, and amenities | ACTIVE Net System Administrator(s), Key End Users |

| | | |
|--------------|--|--|
| 12:00 - 1:00 | Lunch | |
| 1:00 - 4:00 | Facility Reservation Configuration (Continued) Tasks will involve entry of centers, facilities, facility relationships, and charge templates as well as creation of a facility charge matrix | ACTIVE Net System Administrator(s), Key End Users |
| 4:00 - 4:30 | End of Day Meeting Q&A period and review of implementation notes Review of completed events and expectations for next day | Project Team |

DAY 3: FACILITY RESERVATION CONFIGURATION

| | | |
|--------------|---|--|
| 8:30 - 9:00 | Outstanding Issues Meeting Wrap-up of outstanding items from previous day | ACTIVE Net System Administrator(s) |
| 9:00 - 12:00 | Facility Reservation Testing ▪ Tasks will involve a “refresh” of the Trainer website, and testing of previously entered data by performing end-user transactions and recording results and changes | ACTIVE Net System Administrator(s), Key End Users |
| 12:00 - 1:00 | Lunch | |
| 1:00 - 4:00 | Facility Reservation Configuration (Continued) Tasks will involve completion of facility data entry Discussion will focus on policy changes as they pertain to ACTIVE Net and documentation of changes | ACTIVE Net System Administrator(s), Key End Users |
| 4:00 - 4:30 | End of Day Meeting Q&A period and review of implementation notes Review of completed events and expectations for next day | Project Team |

DAY 4: FACILITY RESERVATION TRAINING

| | | |
|--------------|--|--|
| 8:30 - 9:00 | Outstanding Issues Meeting Wrap-up of outstanding items from previous day | ACTIVE Net System Administrator(s) |
| 9:00 - 12:00 | Facility Reservation Training Tasks will involve front desk transactions, hands-on training in simple reservations, repeated reservations, quick reservations, permit functions and modifying permits | ACTIVE Net System Administrator(s), Key End Users |
| 12:00 - 1:00 | Lunch | |
| 1:00 - 4:00 | Facility Reservation Training (Continued) Tasks will involve completion of training in facility reservations and examination of reservation reports ▪ If applicable, training may be undertaken in facility services as offered through Public Access | ACTIVE Net System Administrator(s), Key End Users |
| 4:00 - 4:30 | End of Day Meeting Q&A period and review of implementation notes Review of completed events and expectations for next day | Project Team |

DAY 5: ACTIVITY REGISTRATION CONFIGURATION

| | | |
|--------------|---|--|
| 8:30 - 9:00 | Outstanding Issues Meeting Wrap-up of outstanding items from previous day | ACTIVE Net System Administrator(s) |
| 9:00 - 12:00 | Activity Registration Configuration Discussion will focus on registered-for activities, activity organization, activity fee structure and existing registration documentation Tasks will involve entry of registration settings, GL accounts, charge/discount templates, activity categories, custom questions and checklist items | ACTIVE Net System Administrator(s), Key End Users |
| 12:00 - 1:00 | Lunch | |
| 1:00 - 4:00 | Activity Registration Configuration (Continued) ▪ Tasks will involve development of an activity numbering scheme and entry of instructors, supervisors, activities and Public Access details | ACTIVE Net System Administrator(s), Key End Users |
| 4:00 - 4:30 | End of Day Meeting Q&A period and review of implementation notes Review of completed events and expectations for next day | Project Team |

DAY 6: ACTIVITY REGISTRATION CONFIGURATION

| | | |
|--------------|--|--|
| 8:30 - 9:00 | Outstanding Issues Meeting Wrap-up of outstanding items from previous day | ACTIVE Net System Administrator(s) |
| 9:00 - 12:00 | Activity Registration Testing ▪ Tasks will involve a “refresh” of the Trainer website, and testing of previously entered data by performing end-user transactions and recording results and changes | ACTIVE Net System Administrator(s), Key End Users |
| 12:00 - 1:00 | Lunch | |
| 1:00 - 4:00 | Activity Registration Configuration (Continued) Tasks will involve completion of activity data entry Discussion will focus on policy changes as they pertain to ACTIVE Net and documentation of changes | ACTIVE Net System Administrator(s), Key End Users |
| 4:00 - 4:30 | End of Day Meeting Q&A period and review of implementation notes Review of completed events and expectations for next day | Project Team |

DAY 7: ACTIVITY REGISTRATION TRAINING

| | | |
|--------------|--|--|
| 8:30 - 9:00 | Outstanding Issues Meeting Wrap-up of outstanding items from previous day | ACTIVE Net System Administrator(s) |
| 9:00 - 12:00 | Activity Registration Training Tasks will involve front desk transactions, hands-on training in simple enrollments, waitlist enrollments, refunds / withdrawals, transfers, voiding receipts, receipt management, attendance tracking and customer / team management | ACTIVE Net System Administrator(s), Key End Users |

| | | |
|--------------|---|---|
| 12:00 - 1:00 | Lunch | |
| 1:00 - 4:00 | Activity Registration Training (Continued) Tasks will involve completion of training in activity registrations and examination of registration reports <ul style="list-style-type: none"> ▪ If applicable, training may be undertaken in activity registration services as offered through Public Access | ACTIVE Net System Administrator(s), Key End Users |
| 4:00 - 4:30 | End of Day Meeting Q&A period and review of implementation notes Review of completed events and expectations for next day | Project Team |

DAY 8: ENHANCED CUSTOMER VIEW TRAINING AND RESOURCE SCHEDULER TRAINING

| | | |
|--------------|---|---|
| 8:30 - 9:00 | Outstanding Issues Meeting Wrap-up of outstanding items from previous day | ACTIVE Net System Administrator(s) |
| 9:00 - 10:00 | Enhanced Customer View Configuration Selection and arrangement of drag and drop widget utilities Configure ECV User Interface, enhanced customer application settings, general settings, display settings and layout Customize display fields and edit filter options | Key End-Users, ACTIVE Net System Administrator(s) |
| 9:00 - 12:00 | Enhanced Customer View End-User Training Tasks will involve entering participants, viewing customer records to include detail, family, history, account balances, etc. Hands-on training in editing customer records, activity and FlexReg enrollments | Key End-Users, ACTIVE Net System Administrator(s) |
| 12:00 - 1:00 | Lunch | |
| 1:00 - 1:30 | Resource Scheduler Configuration Configure Resource Scheduler general settings, display settings and layout | Key End-Users, ACTIVE Net System Administrator(s) |
| 1:30 - 4:00 | Resource Scheduler End-User Training Tasks will involve front desk transactions, hands-on training in simple reservations, repeated reservations, and quick reservations utilizing the Resource Scheduler | Key End-Users, ACTIVE Net System Administrator(s) |
| 4:00 - 4:30 | End of Day Meeting Q&A period and review of implementation notes Review of completed events and expectations for next day | Project Team |

DAY 9: MEMBERSHIP REGISTRATION CONFIGURATION

| | | |
|--------------|--|---|
| 8:30 - 9:00 | Outstanding Issues Meeting Wrap-up of outstanding items from previous day | ACTIVE Net System Administrator(s) |
| 9:00 - 12:00 | Membership Registration Configuration Discussion will focus on available memberships, membership organization, membership fee structure and existing membership documentation Tasks will involve entry of membership settings, membership | ACTIVE Net System Administrator(s). Key End Users |

| | | |
|--------------|--|--|
| | types, entry points, pass layouts and membership hardware | |
| 12:00 - 1:00 | Lunch | |
| 1:00 - 4:00 | Membership Registration Configuration (Continued) Tasks will involve completion of membership entry including GL accounts, charges / discounts and membership packages | ACTIVE Net System Administrator(s), Key End Users |
| 4:00 - 4:30 | End of Day Meeting Q&A period and review of implementation notes Review of completed events and expectations for next day | Project Team |

DAY 10: MEMBERSHIP REGISTRATION TRAINING

| | | |
|--------------|---|--|
| | | |
| 8:30 - 9:00 | Outstanding Issues Meeting Wrap-up of outstanding items from previous day | ACTIVE Net System Administrator(s) |
| 9:00 - 12:00 | Membership Registration Testing Tasks will involve a "refresh" of the Trainer website, and testing of previously entered data by performing end-user transactions and recording results and changes | ACTIVE Net System Administrator(s), Key End Users |
| 12:00 - 1:00 | Lunch | |
| 1:00 - 4:00 | Membership Registration Training <ul style="list-style-type: none"> Tasks will involve front desk transactions, hands-on training in membership sales, refunds / withdrawals, transfers, voiding receipts, receipt management, renewals, membership management, pass production, pass validation and reports If applicable, training may be undertaken in memberships issued through Public Access | ACTIVE Net System Administrator(s), Key End Users |
| 4:00 - 4:30 | End of Day Meeting <ul style="list-style-type: none"> Q&A period and review of implementation notes Review of completed events and expectations for next day | Project Team |

DAY 11: POINT OF SALE CONFIGURATION AND TRAINING

| | | |
|--------------|---|--|
| | | |
| 8:30 - 9:00 | Outstanding Issues Meeting <ul style="list-style-type: none"> Wrap-up of outstanding items from previous day | ACTIVE Net System Administrator(s) |
| 9:00 - 12:00 | Point of Sale Configuration <ul style="list-style-type: none"> Discussion will focus on saleable items and services, item / service organization, item / service fee structure and existing POS systems Tasks will involve entry of product departments, classes, sub-classes, GL accounts, products, charges/discounts, POS layouts/buttons, POS workstations and applicable POS hardware | ACTIVE Net System Administrator(s), Key End Users |
| 12:00 - 1:00 | Lunch | |
| 1:00 - 2:00 | Point of Sale Testing <ul style="list-style-type: none"> Tasks will involve a "refresh" of the Trainer website, and testing of previously entered data by performing end-user transactions and recording results and changes | ACTIVE Net System Administrator(s), Key End Users |
| 2:00 - 4:00 | Point of Sale Training <ul style="list-style-type: none"> Tasks will involve front desk transactions, hands-on training in | ACTIVE Net System Administrator(s), |

| | | |
|-------------|--|---------------|
| | POS sales, refunds, tender options and end-of-day practices including overages/shortages and POS reports <ul style="list-style-type: none"> ▪ If applicable, training may be undertaken in POS coupon services as offered through Public Access | Key End Users |
| 4:00 - 4:30 | End of Day Meeting <ul style="list-style-type: none"> ▪ Q&A period and review of implementation notes ▪ Review of completed events and expectations for next day | Project Team |

DAY 12: FLEXIBLE REGISTRATION CONFIGURATION

| | | |
|--------------|---|--|
| 8:30 - 9:00 | Outstanding Issues Meeting <ul style="list-style-type: none"> ▪ Wrap-up of outstanding items from previous day | ActiveNet System Administrator(s) |
| 9:00 - 12:00 | Flexible Registration Configuration <ul style="list-style-type: none"> ▪ Discussion will focus on available Flexible Registration programs, program organization, fee structure and existing documentation ▪ Tasks will involve entry of Flexible Registration settings, sessions, GL accounts, charges/discounts and programs | ActiveNet System Administrator(s), Key End Users |
| 12:00 - 1:00 | Lunch | |
| 1:00 - 4:00 | Flexible Registration Configuration (Continued) <ul style="list-style-type: none"> ▪ Tasks will involve completion of Flexible Registration entry including program wrap-up, and examination of Public Access options | ActiveNet System Administrator(s), Key End Users |
| 4:00 - 4:30 | End of Day Meeting <p>Q&A period and review of implementation notes</p> <p>Review of completed events and expectations for next day</p> | Project Team |

DAY 13: FLEXIBLE REGISTRATION TRAINING

| | | |
|--------------|---|--|
| 8:30 - 9:00 | Outstanding Issues Meeting <p>Wrap-up of outstanding items from previous day</p> | ActiveNet System Administrator(s) |
| 9:00 - 12:00 | Flexible Registration Testing <ul style="list-style-type: none"> ▪ Tasks will involve a “refresh” of the Trainer website, and testing of previously entered data by performing end-user transactions and recording results and changes | ActiveNet System Administrator(s), Key End Users |
| 12:00 - 1:00 | Lunch | |
| 1:00 - 4:00 | Flexible Registration Training <ul style="list-style-type: none"> ▪ Tasks will involve front desk transactions, hands-on training in Flexible Registration enrollments, enrollment modifications, waitlist enrollments, refunds / withdrawals, payment options and applicable reports | ActiveNet System Administrator(s), Key End Users |
| 4:00 - 4:30 | End of Day Meeting <p>Q&A period and review of implementation notes</p> <p>Review of completed events and expectations for next day</p> | Project Team |

DAY 14: LEAGUE SCHEDULING CONFIGURATION AND TRAINING

| | | |
|--------------|--|--|
| 8:30 - 9:00 | Outstanding Issues Meeting Wrap-up of outstanding items from previous day | ACTIVE Net System Administrator(s) |
| 9:00 - 12:00 | League Scheduling Configuration Discussion will focus on league organization, league fee structure and existing league documentation Tasks will involve entry of league settings, GL accounts, charge/discount templates, activity categories, custom questions, checklist items, league types, leagues, tournaments and schedules | ACTIVE Net System Administrator(s), Key End Users |
| 12:00 - 1:00 | Lunch | |
| 1:00 - 2:00 | League Scheduling Testing <ul style="list-style-type: none"> Tasks will involve a “refresh” of the Trainer website, and testing of previously entered data by performing end-user transactions and recording results and changes | ACTIVE Net System Administrator(s), Key End Users |
| 2:00 - 4:00 | League Scheduling Training <ul style="list-style-type: none"> Tasks will involve front desk transactions, hands-on training in league registrations, refunds / withdrawals, team management, entering of scores and applicable reports If applicable, training may be undertaken in league services as offered through Public Access | ACTIVE Net System Administrator(s), Key End Users |
| 4:00 - 4:30 | End of Day Meeting Q&A period and review of implementation notes Review of completed events and expectations for next day | Project Team |

DAY 15: PUBLIC ACCESS CONFIGURATION AND TRAINING

| | | |
|--------------|---|--|
| 8:30 - 9:00 | Outstanding Issues Meeting Wrap-up of outstanding items from previous day | ACTIVE Net System Administrator(s) |
| 9:00 - 12:00 | Public Access Configuration <ul style="list-style-type: none"> Discussion will focus on available Public Access services, registration goals, customization needs and marketing plans Tasks will involve entry of introduction page information and image button preferences, uploading of images and extra details, customization of FAQ content, setup of online permissions and finalization of text and color content | Project Team, Web Master(s) |
| 12:00 - 1:00 | Lunch | |
| 1:00 - 2:00 | Public Access Testing <ul style="list-style-type: none"> Tasks will involve a “refresh” of the Trainer website, and testing of previously entered data by performing end-user transactions and recording results and changes | Project Team, Web Master(s) |
| 2:00 - 4:00 | Public Access Training Tasks will involve hands-on training in registrations and reservations, searching for information, account management tools and troubleshooting techniques Additional tasks will involve examination of applicable marketing tools, including lists, email campaigns and applicable reports as | Project Team, Web Master(s), Key End Users |

| | | |
|-------------|--|--------------|
| | well as managing public perception | |
| 4:00 - 4:30 | End of Day Meeting Q&A period and review of implementation notes Review of completed events and expectations for next day | Project Team |

DAY 16: SYSTEM ADMINISTRATOR TRAINING AND PROJECT WRAP-UP

| | | |
|--------------|---|---|
| | | |
| 8:30 - 9:00 | Outstanding Issues Meeting Wrap-up of outstanding items from previous day | ACTIVE Net System Administrator(s) |
| 9:00 - 10:00 | Startup Checklist Review Tasks will involve confirmation and completion of all remaining items including general settings, financial settings, Public Access settings and establishment of passwords, permissions and other security settings in preparation for live Use | Key End-Users, ACTIVE Net System Administrator(s) |
| 9:00 - 12:00 | System Administrator Training (Continued) Tasks will involve training in population management including customer types, customer account data fields, customer consolidation as well as applicable reports Additional tasks will involve review of pertinent reports and marketing tools, including data exports and email/mail merges | Key End-Users, ACTIVE Net System Administrator(s) |
| 12:00 - 1:00 | Lunch | |
| 1:00 - 3:30 | System Administrator Training (Continued) Tasks will involve training in financial management including journal entries, journal transfers, expenses, payments on account, debiting accounts and the credit card log Additional tasks will involve examination of daily, weekly, monthly and yearly procedures necessary in maintaining the ACTIVE Net system data | Project Team including Finance Representative(s) |
| 3:30 - 4:30 | Project Wrap-Up Meeting Q&A period and review of implementation notes Discussion will focus on policy changes as they pertain to ACTIVE Net and documentation of changes Review of completed events and expectations for the future | Project Team, IT Representative(s), Financial Representative(s) |

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EXHIBIT B: STATEMENT OF WORK
SCHEDULE B-1: SAMPLE PROJECT SCHEDULE

1.0 Summary

This Schedule B-1 is a sample Project Schedule. The Parties agree that upon execution of this Amendment, a conference call will take place to schedule mutually agreeable dates and within thirty (30) calendar days after the Effective Date of this Amendment the Parties will finalize the Project schedule, based on module priority, progressive project elaboration and the staff needs of the City.

Only Products and Services specifically defined in the Amendment and the Agreement will be considered within Project scope.

- TAN takes the Train the Trainer approach training the core users (up to 10 people in onsite, up to 5 people in remote training)
- The City's core users will need to train the rest of the staff before the go live date
- The City and TAN will schedule a business process review for TAN to perform a thorough needs analysis to inform the development of the Project schedule

| No. | Task | Description | Primary Responsibility | Target Completion Date |
|-----------------------|-----------------------|---|------------------------|------------------------|
| Planning Phase | | | | |
| 1. | Initiation Phase | Contract execution Project team formation Logistics preparation | TAN/CITY | TBD |
| 2. | Planning Phase | Tasks as described above | TAN/CITY | TBD |
| 3. | Configuration Phase | Tasks as described above | TAN | TBD |
| 4. | Data Entry Phase | Tasks as described above | CITY | TBD |
| 5. | Testing Phase | Tasks as described above | TAN/CITY | TBD |
| 6. | Audit Phase | Tasks as described above | TAN/CITY | TBD |
| 7. | Training Phase | Tasks as described above | TAN/CITY | TBD |
| 8. | Project Closure Phase | Initial go-live Post go-live evaluation Project closure | TAN/CITY | TBD |

2.0 Assumptions

2.1 The City will assign the below project roles and those individuals will be available as needed by the mutually agreed Project schedule:

1. **Project Sponsor** – engage stakeholders, ensure buy-in from top-down
2. **Project Manager** – coordinate with the TAN Project Manager, procure resources, manage scope, schedule, quality and risk mitigation
3. **System Administrator(s)** – manage, maintain and support the ACTIVE Net system, train end-users on an ongoing basis
4. **Technical Representative(s)** – This individual should be available “on call” during the lifespan of the Hosted Software to assist with Internet connectivity, database management, ACTIVE Net website upgrades, workstation and peripheral installations
5. **Financial Representative(s)** – It is important to ensure that a designated Financial Representative is in place to monitor ACTIVE Net Accounting functionality. A selection of reports are available within ACTIVE Net for this purpose and they should be reviewed on a daily, weekly and/or monthly basis by the selected individual to ensure that end users are performing transactions correctly, that the ACTIVE Net System Administrator has setup the system according to City requirements, and that the financial data within ACTIVE Net is accurate and pertinent

2.2 The City will effectively lead Project-related change management activities (creating materials and facilitating workshops)

2.3 The City will provide the resources necessary to deliver implementation Services (i.e. training room, Internet access, computers, whiteboard)

2.4 The City will perform work associated with each task within the mutually agreed timeframe

3.0 Constraints

3.1 Implementation Services are limited to the hours set forth in Exhibit A, Pricing Form. Services may be purchased or withdrawn (not to be billed) as Project needs dictate

3.2 The availability of TAN resources for the execution of Project activities will be governed by the following factors:


1. Project management, consulting and technical resources will be available between 6AM PT and 8PM PT
2. The working hours for TAN personnel during the Project will be defined four (4) weeks in advance of engagement dates unless otherwise specified
3. On-site Services will be conducted and billed in four (4) hour time blocks
4. Professional Services must generally be booked six (6) weeks in advance of engagement dates unless otherwise specified and are subject to availability
5. Due to partial office closure, TAN resources will not be available for Project work between December 15th and 31th, 2013

TAN requires that Project cancellation or rescheduling requests be submitted twenty-eight (28) full calendar days prior to engagements.

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**EXHIBIT B: STATEMENT OF WORK
Schedule B-3 SAMPLE STATUS REPORT**

STATUS REPORT FOR SERVICES PROVIDED BY CONTRACTOR

| | | |
|---|--------------------|------------------------|
|  | BUREAU NAME | BUREAU LOGO |
|---|--------------------|------------------------|

| | |
|---------------------|------------------------|
| <i>Week Ending:</i> | <i>Date Submitted:</i> |
| <i>Name:</i> | <i>Contract No.:</i> |
| <i>Title:</i> | <i>Contractor:</i> |

1. Key Status Indicators:

| Description | No | Yes | Explanation |
|--------------------------------|----|-----|-------------|
| Has scope changed? | | | |
| Are there resource problems? | | | |
| Any other issues? | | | |
| Any impact on schedule? | | | |
| Will key milestone dates slip? | | | |

2. Major Activities Completed For Reporting Week (Key Accomplishments):

| Activity | Comments |
|----------|----------|
| | |
| | |
| | |
| | |

3. Major Activities Planned For Reporting Week and Not Completed:

| Activity | Comments |
|----------|----------|
| | |
| | |
| | |
| | |

4. Major Activities Planned For Next Week:

| Activity | Comments |
|----------|----------|
| | |
| | |
| | |
| | |

5. Status of Key Team Deliverables:

| Deliverable | Comments |
|-------------|----------|
| | |
| | |
| | |

6. Major Issues Requiring Immediate Attention:

| Issue | Recommended Action / Resolution |
|-------|---------------------------------|
| | |
| | |
| | |
| | |

7. Weekly Summary of Performance

Individual's Name:

| Scheduled Activities | Complete | Incomplete | Comments |
|----------------------|----------|------------|----------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Individual's Name:

| Scheduled Activities | Complete | Incomplete | Comments |
|----------------------|----------|------------|----------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Individual's Name:

| Scheduled Activities | Complete | Incomplete | Comments |
|----------------------|----------|------------|----------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

EXHIBIT B: STATEMENT OF WORK
Schedule B-4 SAMPLE CHANGE REQUEST FORM

PDF sample received from TAN, to be inserted into amendment

CERTIFICATE OF ACCEPTANCE

| | | | |
|---------------------------|--|----------------------|--|
| <i>Contractor</i> | | <i>Project Title</i> | |
| <i>Contract No.</i> | | | |
| <i>Contract Eff. Date</i> | | | |

On this _____ day of _____, 20____, the City certifies Acceptance of (name of System or Deliverable)”, in accordance with that certain Contract identified above (“the Contract”).

This Certificate of Acceptance is issued without prejudice to any claims which subsequently may arise in connection with defects in the System *(or Deliverable or any combination of Products therefore)* described herein.

CITY OF PORTLAND

| | |
|----------------------|------|
| Authorized Signature | Date |
|----------------------|------|

Printed Name _____

Title _____

AMENDMENT No. 1

CONTRACT No. 30000739

EXHIBIT C: SERVICE LEVEL AGREEMENT

1. Introduction

This Exhibit 3 Service Level Agreement ("SLA") is subject to and made a part of the Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

This exhibit is the standard service level agreement with respect to TAN's Hosted Software, including its associated internal tools and service components, for the term of the contract with Customer. Each SLA component imposes and quantifies an accountability of TAN for the specified level of service. This SLA details the minimum acceptable Service levels required from TAN, as well as related TAN responsibilities such as Service level monitoring and reporting.

2. Platform Service Level

2.1 Remedies. Should TAN fail to maintain availability of the Hosted Software (for these remedy purposes the Hosted Software is limited to the production system software, database, telecommunications and information technology infrastructure TAN hosts and operates for Customer) as set forth in Table A below in a calendar month, Customer may continue to Use the Hosted Software but receive a service credit as specified in Table A. In no case shall the total refund for any month exceed the lesser of \$10,000 or 15% of the monthly amount invoiced to the City by TAN for the month in which the failure of availability occurred. The remedies described in this paragraph shall be the sole remedies available to Customer for breach of this SLA.

2.2 Reporting, Claims and Notices. To claim a remedy under this SLA, Customer shall send TAN a notice, via email addressed to ACTIVENet.Support@activenetwork.com, containing the following details:

- Billing information, including company name, billing address, billing contact and billing contact phone number
- Availability information with dates and time periods for each instance of non-availability during the relevant period
- An explanation of the claim, including any relevant calculations.

Claims may be made on a monthly basis only and must be submitted within 10 business days after the end of the applicable month, except where a Hosted Software subscription ends on a date other than the last day of a calendar month, in which case any claim related to that subscription must be submitted within 10 business days after the subscription end date.

All claims will be verified against TAN's system records. Should TAN dispute any period of unavailability alleged by Customer, TAN will provide to Customer a record of Hosted Software availability for the applicable period. TAN will provide such records only in response to claims made by Customer in good faith.

2.3 General. Services designated in writing as training, beta, limited release, developer preview, development or test bed environments, or by descriptions of similar import are excluded from this SLA. TAN shall have no obligations under this SLA during any period in which Customer is in material breach of the Agreement, including any period in which Customer has failed to meet its payment obligations thereunder.

2.4 Implementation of Changes: Customer understands and acknowledges that the Product services many clients, and TAN is permitted to make changes to the hosting environment, network, telecommunications, data storage, and any/all other information technology infrastructure that underlies, without seeking or obtaining any consent from Customer. All changes to the customer shall

be conducted within the parameters set within the TAN Change Policies and Procedures. These include, but not limited to:

- All changes to the production environments are documented in the Request for Change tool.
- All requests shall be reviewed, and either rejected or approved by management and/or the change advisory board (CAB)
- Approved changes must be conducted at the specified time and only include scope and process as approved.
- Once a change has been confirmed and communicated as complete, the change window is considered closed and no additional changes can be performed without a new request for change.

2.5 Response Times. TAN shall exercise commercially reasonable efforts to correct any error reported by Customer in accordance with the priority level and applicable response time referenced below.

- “Severity 1 Error” means an error which (i) renders the Hosted Software inoperative or (ii) substantially degrades performance of the Hosted Software. TAN will respond immediately 24/7/365 and use all reasonable efforts to attempt to resolve or develop a work-around within four (4) hours.
- “Severity 2 Error” means an error which (i) degrades the performance of the Hosted Software or (ii) causes a single feature of the Hosted Software to be unavailable or substantially impaired. TAN will respond within 1 hour, 24/7/365 and use all reasonable efforts to attempt to resolve or develop a work-around within four (8) hours.
- “Severity 3 Error” means an error which causes a minor impact of Customer’s Use of the Hosted Software. TAN will resolve a Severity 3 Error within five (5) business days.

2.6 Failover. Within the primary datacenter, TAN shall maintain N+1 redundancy for all required server, storage, database, network and Internet connectivity to prevent against disruption of the Hosted Software due to a single device or connectivity failure. Additionally, TAN has a secondary recovery facility that is geographically remote from its primary data center, along with required hardware, software, and Internet connectivity. In the event the primary data center were to be rendered unrecoverable for a period of >72 hours, TAN will begin to restore services in its secondary data center utilizing replicated backups and available compute, storage, and network capacity.

2.7 Data Backup. Critical customer data will be backed up on a periodic basis throughout the day, with a full backup performed nightly. Backups will be replicated in near real-time to a secondary datacenter for offsite storage and retention. The combination of incremental and daily backups will ensure that no more than 24 hours of data loss will be incurred in the event of a disaster.

3. Products and Online Services Availability Service Level

3.1 Availability. TAN shall make the Hosted Software available 99.5% of the time, except as provided below. Availability will be calculated per calendar month, as follows, where:

- *total* means the total number of minutes in the calendar month;
- *nonexcluded* means non-availability that is not *excluded*; and
- *excluded* means:
 - Any planned non-availability of which TAN gives twenty-four (24) or more hours’ notice. TAN will use commercially reasonable efforts to schedule all planned non-availability during the hours from 6:00 p.m. Friday to 3:00 a.m. Monday, U.S. Pacific Time.
 - Any period of unavailability lasting less than fifteen (15) minutes.
 - Any unavailability caused by circumstances beyond TAN’s reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving TAN employees), denial-of-service attacks, or third-party Internet service provider failures or delays.

Should TAN fail to make the Hosted Software available as set forth in Section 3.1 above in a calendar month, Customer may continue to Use the Hosted Software but receive a refund as identified in Table A.

“Monthly invoiced service charges” are the charges invoiced for the month in which the failure of availability occurred.

Table A - Platform Service Levels

| Availability % | SLA Remedies |
|-----------------------|---|
| ≥99.50 | None |
| 99.49 – 98.00 | 5% of Monthly Invoiced Service Charges |
| 97.99 – 97.00 | 10% of Monthly Invoiced Service Charges |
| <97.0 | 15% of Monthly Invoiced Service Charges |

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