

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
ACTIVENET SaaS RESERVATION SYSTEM
AND RELATED PRODUCTS
&
TERMS AND CONDITIONS OF SERVICE
FOR
WILLIAMSON COUNTY PARKS
(Active Network, LLC)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code.

THIS ADDENDUM TO SOFTWARE AS A SERVICE ACTIVENET AGREEMENT & TERMS AND CONDITIONS OF SERVICE is made and entered into by and between **Williamson County, Texas** (hereinafter "Client" or "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Active Network, LLC** (hereinafter "Active"). County agrees to engage Active as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. Schedule Quote No. 00118781, attached hereto;
- B. Products and Services General Terms - <http://www.activenetwork.com/general-terms>;
- C. Recreation and Membership Management Product Attachment - <http://www.activenetwork.com/membership-terms>;
- D. Third Party Hardware Products Attachment - <http://www.activenetwork.com/thirdpartyhardware-terms>; and
- E. This Williamson County Addendum.

II.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Client receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Client in accordance with Texas Government Code Section 2251.025.

III.

Termination for Convenience: After the initial eighteen (18) months, this agreement may be terminated at any time by the County, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, Client will only be liable for its pro rata share of services rendered and goods actually received.

IV.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement. The County does not agree to arbitration.

V.

Client Data: Based on Texas law and public policy, the County exclusively owns all rights, title and interest in and to its data, and Active may not provide access to this data without express written consent of the County.

VI.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Client, the Williamson County Commissioners Court, or the Williamson County Judge.

VII.

Good Faith: Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

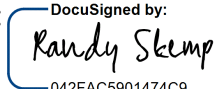
VIII.

County Judge or Presiding Officer Authorized to Sign Agreement: The presiding officer of Client's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Client.

WITNESS the signatures of all parties in duplicate originals to be effective as of the Agreement Effective Date, as further described in Section 7 of the General Terms.

WILLIAMSON COUNTY:

Authorized Signature
Date: _____, 2021

ACTIVE: 
042FAC5901474C9...
Vice President, Sales

Authorized Signature
Date: 3/23/2021 | 4:01 PM CDT, 2021



Schedule

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

Created Date 3/23/2021
Quote Number 00118781
Currency USD

Prepared By Sharon Kramer
Opportunity Owner Becky Potter
Owner Email becky.baldridge@activenetwork.com

Contact Name Benita Bonner
Phone (512) 943-1926
Email bbonner@wilco.org

Bill To Name Williamson County
Bill To Contact Benita Bonner
Bill To Address 219 Perry Mayfield Blvd
Leander, TX 78641 United States

Ship To Contact Benita Bonner
Ship To Address 301 SE Inner Loop Ste 105
Georgetown, TX 78626 United States

Product	Product Type	Description	Quantity	Fee %	Total Price
ACTIVENet - (credit card refunds - flat fee)	SaaS		1		0.10
ACTIVENet - ACH Remittance- Every 1 week	Service		1		
ACTIVENet - Annual Subscription Fee	SaaS		1		12,960.00
ACTIVENet - Credit Card Processing Fee (%)	SaaS		1	3.00	
ACTIVENet - Functionality: Activity Registration	SaaS		1		
ACTIVENet - Functionality: Equipment Lending & POS	SaaS		1		
ACTIVENet - Functionality: Facility Reservation	SaaS		1		
ACTIVENet - Functionality: Memberships	SaaS		1		
ACTIVENet - Loyalty Discount	Service		1		-11,062.50
ACTIVENet - Public Interface Fee Set up - absorbed by client	SaaS		1		
ACTIVENet - SaaS					
ACTIVENet - Service Package Standard 4	Service	ACTIVE Net Service Package STANDARD 4 consists of the following Services: • remote business process review • remote functionality review & data collection preparation • remote data collection review • remote data entry (system inventory and policy controls) • remote user testing • LMS training • remote supplemental training • remote Go Live preparation • remote go live support • remote hardware configuration • remote system optimization training	1		10,662.50



Schedule

		The scope of Services is contained to the 4 functionalities of choice. 50% of total Service costs will be billed at Service initiation, payable within 30 days of the date of invoice. 50% of total Service costs will be billed at Service completion, payable within 30 days of the date of invoice.			
ACTIVENet - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing	SaaS		1	0.50	
ACTIVENet - Support Advanced Package	Maintenance	Support package for organizations migrating to ACTIVE Net.	1		
ACTIVENet - Technical Services: Financial Export	Service	ACTIVE Net Technical Services: Financial Export consists of the following Services: • remote configuration, testing & training	1		1,400.00
ACTIVENet - Technical Services: MaxGalaxy Data Conversion	Service	ACTIVE Net Technical Services: MaxGalaxy Data Conversion consists of the following services: • Remote configuration, testing, & training Service information • This service enables a one-time import of customer information from MaxGalaxy to ACTIVE Net. • Please refer to the ACTIVE Net Reference Document – MaxGalaxy Data Conversion Guide for further details.	1		9,000.00

Total Price USD 22,960.00

Annual Projected Contract Value USD 16,134.00

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

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

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

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

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

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

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

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

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



Client

Signature:

Name:

Title:

Date:

PO# (if applicable):

Schedule

Active Network, LLC

DocuSigned by:

Signature:

Randy Skemp

042FAC5901474C9...

Name:

Randy Skemp

Title:

Vice President, Sales

Date:

3/23/2021 | 4:01 PM CDT