



The Active Network
10182 Telesis Court, 1st floor
San Diego, CA, 92121, United States

Pricing Form

Quote#: **4671 - 1**
Date: 04/02/2010
Expires: 07/01/2010

Customer:
Sima Gellman
Columbus Parks & Recreation Dept
Columbus, OH

Bill To:
Attn:Sima Gellman
Columbus Parks & Recreation Department
Dept of Technology - Fiscal Office
PO Box 2949
Columbus,OH 43216 US

Ship To:
Attn:Sima Gellman
Columbus Parks & Recreation Dept
Dept of Technology - Fiscal Office
PO Box 2949
Columbus, OH 43216

Sales Representative: Janette Kim

Payment Terms: 30 Net

Line	Product	Units	Qty	Unit Price Selling (USD)	Total Price Selling (USD)
1.0	70178 ActiveNet - Annual Transaction Minimums.	Yr	1	20,000.00	20,000.00

Minimum Annual Service Charges (12 month time frame):

The \$20,000 service charge will be the minimum in a 12-month cycle and is an annual estimate only. The term of this contract shall be from June 1, 2010 to May 31, 2011.

Category Subtotal

ActiveNet.SaaS.Online Transactions Subtotal (Selling Price) 20,000.00

Charges 0.00

Tax

COUNTY (Rate 0%) 0.00

STATE (Rate 0%) 0.00

Total(USD) 20,000.00

**Ongoing Fees:
(Agency provides merchant account – solely at their expense)**

Transactions entered directly by participants through the Website will be assessed the customary service fee charged by Active to online registrants ("Service Charge"), as described below.

1. Transactions entered by a member of the Agency on behalf of a participant will be assessed a Service Charge equal to 1.5% for cash, check or credit card transactions.
2. Each online registrant will pay the event registration fee charged by Agency plus a Service Charge equal to 4.25% of the registration fee plus \$1.00, with a minimum Service Charge of \$2.00. If the registration fee is between \$150-\$500, the Service Charge will be 1.25% plus \$5.50, and for fees above \$500, the Service Charge will be 0.25% plus \$10.50.

We may change the Service Charge at any time and you agree to such change unless you provide us with written objection to such change within 30 days from the date such change is first implemented. Agency will be responsible for collecting all registration fees charged by you and all applicable Service Charges. All registration fees, except Service Charges, are your exclusive property. We will invoice you twice a month for the applicable Service Charges.

You shall guarantee and pay to Active a minimum aggregate Service Charge, whether through offline or online transactions, of \$5000 per calendar quarter (the "Minimum Quarterly Service Charge"). You shall pay to Active the difference between such Minimum Quarterly Service Charge and the actual Service Charges collected by you during such quarter, which will apply at the end

of each quarter beginning from the date set forth below. Active shall not be responsible for processing or making any refunds. You will be responsible for all credit card refunds processed and applicable fees that may be charged to your merchant account among others, which you will also be responsible for.

Additional Information

Customer shall pay TAN all fees for licensed software purchased hereunder upon delivery of the software.

Delivery of licensed software shall be deemed to have occurred upon TAN's email transmission to customer's designee of an FTP link permitting download of the software from TANS designated online site, or where delivered in the form of physical media, FOB Origin.

The start date for support and maintenance for implementations performed by TAN will be the first day of implementation of the licensed software or 90 days following the delivery of the licensed software, whichever occurs first, and upon delivery of the licensed software for implementations performed by customer or a third party vendor.

Sales taxes, where applicable, are not included and prices are in the currency of the country of installation (subject to change without notice).

Hardware, operating system, 3rd party software and site preparation are not included unless otherwise noted.

On-site services are exclusive of airfare.

The software and manuals are available for download.

Onsite services billed in minimum 8 hour daily increments.

All hardware sales are final. Hardware is covered by standard manufacturer's warranty. Equipment that is defective upon arrival will be replaced. RMA process will apply for items after support has indicated there are no alternatives.

Customer must notify TAN in writing of any defective hardware within 7 days of its receipt. Any notices received after 7 days concerning defective hardware will be null and void and will not be accepted for return or replacement by TAN.

Method of Payment

Invoice me Purchase Order Number: _____

Credit Card
 Visa MasterCard American Express

Number: _____ Expiration Date: _____

I hereby Agree to pay the above quote with the stated method.

Columbus Parks & Recreation Department

Signature _____

Name _____

Title _____

Effective Date _____