

FIFTH AMENDATORY AGREEMENT

THIS FIFTH AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **ACTIVE NETWORK, LLC**, a Delaware limited liability company, whose address is 3400 N. Central Expressway, Suite 300, Richardson, TX 75080 (the “Contractor” or “Vendor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement for Payment Manager Services dated August 24, 2010, an Amendatory Agreement dated September 24, 2012, a Second Amendatory Agreement dated October 24, 2018, a Third Amendatory Agreement dated May 19, 2021, and a Fourth Amendatory Agreement dated December 7, 2023, to provide an enterprise-class cashiering system for City agencies, encompassing the acquisition, purchase, and installation of various software and hardware components, along with substantial business process re-engineering (the “Agreement”); and

WHEREAS, the Parties now wish to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. Effective January 1, 2026, all references to “Exhibits A and A-1” in the Agreement shall now refer to “Exhibits A, A-1, and A-2,” as applicable to the context. Exhibit A-2, attached hereto and incorporated herein by reference, shall govern with respect to its specific subject matter. In the event of any conflict between Exhibits A, A-1, and A-2, Exhibit A-2 shall control.

2. Section 2 of the Agreement, entitled “**TERM**,” is amended to read as follows:

“2. **TERM**: The term of the Agreement (“Term”) shall commence on August 10, 2010, and expire, unless earlier terminated, on December 31, 2026.”

3. Effective upon execution, a new Section 34, titled “**COMPLIANCE WITH DENVER WAGE LAWS**,” is hereby added to the Agreement and shall read as follows:

“34. **COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

4. Effective upon execution, a new Section 35, titled “**ACCESSIBILITY AND ADA WEBSITE COMPLIANCE**,” is hereby added to the Agreement and shall read as follows:

“35. **ACCESSIBILITY AND ADA WEBSITE COMPLIANCE**: The Contractor shall comply with, and the Work provided under this Agreement shall be in compliance with, all

applicable provisions of §§ 24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established pursuant to Section § 24-85-103 (2.5), C.R.S. (collectively, the “Guidelines”), to the extent required by law. The Contractor shall also comply with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.”

5. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

6. This Fifth Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

7. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-2**, Scope of Work.

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Contract Control Number:
Contractor Name:

TECHS-202581510-05 (CE00013-05)
ACTIVE NETWORK, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL**CITY AND COUNTY OF DENVER:**

ATTEST:

By: _____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number: TECHS-202581510-05 (CE00013-05)
Contractor Name: ACTIVE NETWORK, LLC

By:

Signed by:

Kevin Farmer

24FD0E659G7F49D...

Name: Kevin Farmer
(please print)

Title: Vice President, Sales
(please print)

ATTEST: [if required]

By:

Name:
(please print)

Title:
(please print)

Exhibit A-2**Denver Payment Manager Fifth Amendment Updated Pricing**

1. Annual Support and Maintenance will reflect the updated pricing listed in the table below for the January 1, 2026 to December 31, 2026 term.

Line #	Service Item	Service Description - Payment Manager (Class) Maintenance and Support (1 Year)	Qty	Term	
				January 1, 2026 – December 31, 2026	
				Unit Price	Extended Price
1	71282MR	Payment Manager (Class) – Payment Processing Engine- Enterprise - Maintenance & Support (Renewal) (1/1/26 – 12/31/26):	1	\$2125.00	\$2,656.25
2	71270MR	Payment Manager (Class) – General Ledger Link: Maintenance & Support (Renewal) (1/1/26 – 12/31/26)	1	\$637.50	\$796.88
3	71916MR	Payment Manager (Class) – POS Touch Screen: Maintenance & Support Renewal (1/1/26 – 12/31/26)	1	\$637.50	\$796.85
4	71283MR	Payment Manager (Class) – Payment Server: Maintenance & Support Renewal (1/1/26 – 12/31/26)	1	\$1275.00	\$1,593.75
5	71269MR	Payment Manager (Class) – Department Connectors: Maintenance & Support Renewal – (1/1/26 – 12/31/26)	1	\$19,125.00	\$23,906.25
6	71286MR	Payment Manager (Class) – Reports Inquiry: Maintenance & Support Renewal – (5 pack): 1/1/2026-12/31/2026)	1	\$1,062.50	\$1,328.12
7	71284MR	Payment Manager (Class) – POS Plus: Maintenance & Support Renewal – (1/1/26 – 12/31/26)	1	\$52,912.50	\$66,140.62
8	71278MR	Payment Manager (Class) – Online Payments: Maintenance & Support Renewal – (per 10,000 Population: (1/1/26 – 12/31/26)	1	\$12,962.50	\$16,203.25
					\$113,422



Exhibit A-2

Schedule

Active Legal Entity Active Network, LLC
 Company Address Three Alliance Center, 29th Fl.
 3550 Lenox Rd. #3000
 Atlanta, GA 30326
 US

Schedule # 00139306
 Created Date 10/27/2025
 Currency USD

Customer Legal Entity Name City and County of Denver
 Schedule Signatory Joe Saporito
 Schedule Signatory Email joseph.saporito@denvergov.org

Opportunity Owner Scott Yeske
 Owner Email scott.yeske@activenetwork.com

Billing Entity City and County of Denver
 Billing Contact Joe Saporito
 Billing Address 201 West Colfax Avenue, Citywide Accounts
 Payable Dept #908
 Denver, CO 80202 United States

Shipping Contact Joe Saporito
 Shipping Address 201 West Colfax Dept #301
 Denver, CO 80202 United States

Product	Product Type	Quantity	Total Price
Payment Manager (Class) - Payment Processing Engine - Enterprise: Support & Maintenance (renewal)	Support and Maintenance	1	2,656.25
Payment Manager (Class) - General Ledger Link: Support & Maintenance (renewal)	Support and Maintenance	1	796.85
Payment Manager (Class) - POS Touch Screen: Support & Maintenance (renewal)	Support and Maintenance	1	796.88
Payment Manager (Class) - Payment Server: Support & Maintenance (renewal)	Support and Maintenance	1	1,593.75
Payment Manager (Class) - Department Connectors: Support & Maintenance (renewal)	Support and Maintenance	1	23,906.25
Payment Manager (Class) - Report Inquiry: Support & Maintenance 5-pack (renewal)	Support and Maintenance	1	1,328.12
Payment Manager (Class) - POS Plus: Support & Maintenance (renewal)	Support and Maintenance	1	66,140.62
Payment Manager (Class) - Online Payments: Support & Maintenance (cities) per 10,000 population (renewal)	Support and Maintenance	1	16,203.25

Total Price

USD 113,421.97

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 Products 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.



Schedule

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.

Capitalized terms used in this Schedule and not defined have the meaning set forth in the General Terms or Product Terms, as applicable.

Schedule Acceptance Information	
Customer Legal Entity	Active Network, LLC
Signature:	Signature:
<hr/>	<hr/>
Printed Name:	Printed Name:
<hr/>	<hr/>
Title:	Title:
<hr/>	<hr/>
Date:	Date:
<hr/>	<hr/>
PO# (if applicable):	
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