

## 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.

**REMAINDER OF PAGE INTENTIONALLY BLANK**

**Contract Control Number:** TECHS-202581510-05 (CE00013-05)  
**Contractor Name:** 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

Signed by:  
By: Kevin Farmer  
24FD0E659C7F49D...

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)	Term			
			Qty	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	
						<b>\$113,422</b>



## Exhibit A-2

## Schedule

Active Legal Entity	Active Network, LLC	Schedule #	00139306
Company Address	Three Alliance Center, 29th Fl. 3550 Lenox Rd. #3000 Atlanta, GA 30326 US	Created Date	10/27/2025
		Currency	USD
Customer Legal Entity Name	City and County of Denver	Opportunity Owner	Scott Yeske
Schedule Signatory	Joe Saporito	Owner Email	<a href="mailto:scott.yeske@activenetwork.com">scott.yeske@activenetwork.com</a>
Schedule Signatory Email	joey.saporito@denvergov.org		
Billing Entity	City and County of Denver	Shipping Contact	Joe Saporito
Billing Contact	Joe Saporito	Shipping Address	201 West Colfax Dept #301 Denver, CO 80202 United States
Billing Address	201 West Colfax Avenue, Citywide Accounts Payable Dept #908 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) per10,000 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

Signature:

---

Printed Name:

---

Title:

---

Date:

---

PO# (if applicable):

---

#### Active Network, LLC

Signature:

---

Printed Name:

---

Title:

---

Date:

---