

THIRD AMENDATORY AGREEMENT

This **THIRD 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**, successor in interest to **THE ACTIVE NETWORK, INC.**, a Delaware corporation registered to do business in Colorado, whose primary address is 717 N. Harwood, Suite 2500, Dallas, TX 75201 (the "Contractor") collectively referred to as the "Parties" and individually a "Party".

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated August 24, 2010, an Amendatory Agreement dated September 24, 2012, and a Second Amendatory Agreement dated October 24, 2018, to provide an Enterprise Class Cashiering system intended for City departments, agencies, and constituents involving the acquisition, purchase, and installation of various software/hardware components as well as significant business process re-engineering (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to extend the term and increase the maximum contract amount; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. Paragraph 2 of the Agreement, entitled "**TERM**" is amended to read as follows:

"2. **TERM:** The term of the Agreement is from August 10, 2010 through December 31, 2023, unless earlier terminated by the provisions of this Agreement."

2. Paragraph 3.D. (i) of the Agreement, entitled "**MAXIMUM CONTRACT LIABILITY**" is hereby amended to read as follows:

"3. **COMPENSATION AND PAYMENT:**

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of **NINE HUNDRED EIGHTY-SIX THOUSAND SEVEN HUNDRED THIRTY-**

FOUR DOLLARS AND THIRTEEN CENTS (\$986,734.13) (the “Maximum Contract Amount”). The Contractor acknowledges the City is not obligated to execute an amendment to this Agreement for any services and that any services performed by the Contractor beyond that specifically described herein are performed at the Contractor’s risk and without authorization under this Agreement.”

3. This Third Amendatory Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

4. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

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Contract Control Number: TECHS-202158245-03 (CE-00013-03)
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:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202158245-03 (CE-00013-03)
ACTIVE NETWORK, LLC.

By:  _____
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Name: Randy Skemp
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)