



Software License Agreement (Schedule A)

This document (the “**Agreement**”), consisting of:

- a. this cover page (“**Cover Page**”),
- b. the attached table of licensed Software (“**Software Table**”); and
- c. the attached Terms and Conditions of the Software License Agreement (“**Terms and Conditions**”) constitutes the entire agreement between the undersigned customer (“**Customer**”) and The Active Network, Ltd. (“**TAN**”) whereby, and TAN and the Customer hereby agree that, TAN grants to the Customer the rights and licenses herein described regarding the installation and use of certain computer software for the prices described in the Software Table, as modified from time to time according to this Agreement. Any apparent contradiction among this Cover Page, the Software Table and/or the Terms and Conditions is to be resolved by giving priority to the Terms and Conditions, followed by the Cover Page, and finally the Software Table.

Payment Terms for Software Licenses

- A. All prices are in the currency of the country of installation.
- B. Sales and any other applicable tax(es), duties or any other charges in the nature of taxes and duties are not included unless specifically identified as line items.
- C. Prices shown include freight F.O.B. the shipping point.
- D. No services (i.e. site preparation such as cabling and provision of electricity) are included in costs described herein.
- E. The following installment payment schedule is applicable; figures are percentages of total fees and other charges re: all Software licensed under this Agreement:

Phase Start Date	50% of the fees applicable to the phase
Phase End Date	50% of the fees applicable to the phase

- F. A Project Schedule will be established (see attached Active Project Schedule) through discussions between the Customer and TAN once this agreement has been signed. The Project Schedule will consist of standalone and separate phases. The Customer can, at any time, choose not to proceed with a subsequent phase. The Project Schedule will indicate the acceptance criteria for each phase. Unless indicated otherwise by the Customer, each phase is deemed to be complete unless TAN is notified by the customer within 15 calendar days after the Phase End Date, as specified in the Project Schedule. When deemed complete, the customer acknowledges that all project expectations have been met for the completed phase and there is no further recourse or liability for TAN.
- G. The Customer agrees, subject to any conditions, limitations, or deductions as defined in the Project Schedule, to pay to TAN for the performance of the work required under the Project Schedule to the satisfaction of the Customer in accordance with the fee structure as defined in the Software License Agreement and work estimates set forth in the Project Schedule.
- H. TAN will invoice the Customer for the amounts contemplated in paragraph E. All invoices are payable within 30 days of receipt thereof, and such receipt is deemed to occur as though such invoices were notices sent pursuant to section 9.3 of the Terms and Conditions. Overdue invoices will bear interest at the lesser of 1% per month, 12.68% per annum or the maximum rate permitted by law.

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The parties hereto each acknowledge that they have read, understand and agree to be bound by this Agreement.

City of Missoula, Parks and Recreation	_____	_____
<i>Full Legal Customer Name</i>	<i>Authorized Signatory</i>	<i>Date</i>

<i>Address</i>		

<i>Facsimile</i>		
The Active Network, Ltd.	_____	_____
	<i>Authorized Signatory</i>	<i>Date</i>

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Software Table: Licensed Software Modules

Module (included modules in parentheses)		Unit Price	No. of Copies	Total Cost
Workstation-Based, Core Modules				
i.	Registration (FlexReg & Program Maintenance)	\$1,750 (50% discount)	3	2,625.00
ii.	Reservations (QuickRez & Facility Maintenance)	\$1,750 (50% discount)	3	2,625.00
iii.	Memberships (Membership Maintenance)	\$1,750 (50% discount)	1	875.00
iv.	Point of Sale (Touch Screen & POS Maintenance)	\$2,500 (50% discount)	1	1,250.00
v.	League Scheduling	\$1,750 (50% discount)	1	875.00
Workstation-Based, Add-on Modules				
vi.	Membership Scanning Station	\$500		
vii.	Calendar Online	\$500		
viii.	Kiosk	\$1,750		
ix.	TeleReg Lines (4) (IVR Maintenance)	\$7,000		
x.	Golf – Tee Time Reservation	\$1,750		
xi.	Golf – Point of Sale	\$1,750		
xii.	Golf – Starter Handheld Palm Software	\$750		
Server-Based, Add-on Modules				
xiii.	Hosted Payment Server	\$ 0	1	0.00
xiv.	TeleReg & Voice Server	\$5,000		
xv.	Affinity Marketing	\$5,000		
xvi.	Customer-link	\$5,000		
xvii.	Portal-link	\$5,000		
xviii.	Finance-link	\$2,500 (50% discount)	1	1,250.00
xix.	Brochure-link	\$2,500		
xx.	Fund Raising-link (Raiser's Edge integration)	\$5,000		
xxi.	Lighting-link (Skylogix integration)	\$5,000		
xxii.	Golf – Tee Time Online	\$5,000		
xxiii.	Golf – Agent Online	\$5,000		
xxiv.	Golf – TeleReg	\$5,000		
xxv.	Golf – Membership Database	\$5,000		
xxvi.	Golf – Loyalty Rewards	\$2,500		
xxvii.	Golf – Accounting Interface	\$2,500		
On-line (Internet), Server-based Modules				
xxviii.	Registration Online	\$5,000		
xxix.	Reservation Online (Facility Availability)	\$5,000		
xxx.	Membership Renewal Online	\$5,000		
xxxi.	League Scheduling Online	\$5,000		
xxxii.	Multilingual Online	\$5,000		
xxxiii.	Maps Online	\$2,500		
xxxiv.	Hosted Internet Registration	\$ 0	1	0.00
System Modules—Costs included in costs of other licensed Modules				
xxxv.	System Utilities as defined in section 1.1.u) of the Terms and Conditions	◆	◆	◆
Cumulative Workstation-based Modules – sum of (i) through (v)				
xxxvi.	Customized Reports	\$250 (50% discount)	1	125.00
xxxvii.	Multilingual - Front Desk	\$250		
			Total Cost	9,625.00

Terms and Conditions of Software License Agreement

1. Interpretation

1.1. Definitions - For the purposes of interpreting this Agreement, the following terms will have the following meanings:

- a) **"Agreement"** means this Software License Agreement.
- b) **"Client Workstation or Workstation"** means a computer attached to a local or wide-area network (including an Intranet), which accesses the Software or Enterprise Database.
- c) **"Concurrent Use"** means use at the same moment in time to access a given server computer (of any kind) owned or controlled by the Customer.
- d) **"Customer"** means the legal entity other than TAN entering this Agreement.
- e) **"TAN"** means The Active Network Ltd.
- f) **"Database Server"** means the single server computer upon which the Enterprise Database is resident.
- g) **"Enterprise Database"** means the MSDE, MS SQL Server or Oracle database files containing customer data (which is owned by Customer) and which is accessed by the Software.
- h) **"Initial Installation"** means initial installation of any Module on any server computer owned or controlled by the Customer.
- i) **"Internet Client"** means a remote device capable of using the Internet and either Internet Explorer 4.0 or higher to access selected Software on the Internet Server or the Enterprise Database on the Database Server via the Internet Server.
- j) **"Internet Server"** means a single server computer used by the Customer which enables access to the Software by individuals using an Intranet or the Internet, having a minimum configuration as set out in hardware specifications previously described to the Customer as applicable to the Software to be installed and used upon it.
- k) **"IVR Server"** means a single server computer used by the Customer for voice-recognition and telephone-based, rather than computer-based, access to the Enterprise Database by the Customer's clients, having a minimum configuration as set out in hardware specifications previously described to the Customer as applicable to the Software to be installed and used upon it.
- l) **"Module"** means a single type of Software referred to in any particular line item, such that each such line item refers to one, and only one, Module, with respect to which one or more licenses may or may not be granted hereby.
- m) **"Core Module"** means any item of Software listed, but not in parentheses, in line items i through v, which represent the most commonly licensed modules.
- n) **"Payment Server"** means a single server computer used by the Customer to process electronic payments from its clients, having a minimum configuration as set out in hardware specifications previously described to the Customers as applicable to the Software to be installed and used upon it.
- o) **"Phase"** means the software, services, third party products, maintenance, deliverables, and acceptance criteria to be implemented between the Phase Start Date and the Phase End Date including the associated costs.

- p) **"Phase Start Date"** means the date for the start of each Phase as indicated on the Project Schedule
- q) **"Phase End Date"** means the date for the end of each Phase as indicated on the Project Schedule
- r) **"Project Schedule"** means the document detailing the standalone and separate implementation phases established through discussions between the Customer and TAN once this agreement has been signed.
- s) **"Software"** means computer code and programs, in executable code form only, including related data files, rules, parameters and documentation, which have been created or licensed by TAN and are identified in the Software Table as licensed (or sublicensed) to the Customer by TAN in connection with this Agreement, and/or which are in the future provided to the Customer by TAN under any circumstances unless provided under a separate licensing agreement.
- t) **"Software Table"** means the table of TAN Software Modules licensed hereunder, shown on the page of this Agreement immediately following the Cover Page.
- u) **"System Utilities"** includes the following: Accounting Processes, Central Login, Log File, Copy Database, Edit Database, Maintain Database, MSDE Tool, Oracle Setup Utility, Query Tool, System Maintenance, Upgrade Database and View Components.
- v) **"User"** means a person who accesses and uses any of the Software to access, use or affect the Enterprise Database in any manner whatsoever.

1.2. "Line Items" – Any reference herein to a "line item" or "line items" is a reference to the appropriate line item(s) of the Software Table.

1.3. Headings - The headings contained in this Agreement are inserted for convenience and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

1.4. Active's software products are a collection of independent software modules and each module is independently functional on its own. There are no dependencies within the modules of each product family that inhibit independent operation and acceptance.

2. GRANT OF LICENSES AND LIMITATIONS THEREON

2.1. TAN hereby grants to the Customer a non-exclusive and non-transferable right and license, subject to this Agreement, to install and/or use the Software as follows:

- a) **Workstation-Based, Core and Add-on Modules (i – xii)** - For every Workstation-based Core and Add-on Module licensed the Customer may install and use the module to access the Enterprise Database on the Database Server provided that the number of copies of any particular Workstation-based Core and Add-on Module in use does not exceed the number licensed, as outlined in the Software Table.
- b) **Server-based Modules (xiii – xxxiii)** – Subject to c), the Customer may install one copy of each Module licensed pursuant to line items **xiii through xxxiii** on each of as many Workstations as the Customer wishes, and may use and permit use of such Modules by its clients, without limit

as to the number Users or transactions which simultaneously use any such Module.

c) **Exceptions Regarding Unlimited System Feature (Server Based Licensing)** – Any Module licensed pursuant to:

- i) line item xiv (“TeleReg & Voice Server”) may be installed as to one copy, on one IVR Server, per license acquired, and all such Modules together may be in Concurrent Use by, at most, the number of lines of the “TeleReg Lines” Module licensed pursuant to line item ix;
- ii) line item xiii (“Payment Server”) may be in Concurrent Use by, at most, the number of lines of the Point of Sale Module, as applicable, licensed pursuant to line item iv.

d) **On-line (Internet), Server-based Licenses** - For every Module licensed pursuant to line items xxvii through xxxiii the Customer may:

- i) install one copy of each such Module per license of such Module on one Internet Server, and
- ii) subject to e), permit Users to access and use such Modules to access the Database Server via Internet Clients connecting via a licensed Internet Server, provided that at any time, any or all such Modules may be in Concurrent Use by, at most, the number of licenses of the “Online Client Access” Module licensed pursuant to line item **Error! Reference source not found.** multiplied by twenty-five (25).

e) **Cumulative Workstation-based Licenses** – For each Module licensed pursuant to line item xxxvi through xxxvii, the Customer may:

- i) install one copy of such Module upon a single Client Workstation per license of such Module, and
- ii) permit Users using such licensed Client Workstation(s) to use such Module(s), provided that only the number of copies of such Module licensed pursuant to line item may be in Concurrent Use, and further only one copy may be in Concurrent Use on any given licensed

f) The Customer hereby acknowledges that the mechanism utilized by the Software to control the number of Users or Online Client Access which can simultaneously access and use Modules licensed per line xxvii through xxxiii is based upon the number of Users who have at any time logged in to the Customer's computer network using their passwords, such that any User so logged into that network in a manner that would enable the User to access and use the Modules listed in those line items will in fact reduce by one the number of Users able to simultaneously access those Modules, even if such User is not in fact accessing or using any such Module. **The Customer hereby waives any claim, and releases TAN from any such claim and from any losses or damages the Customer suffers in relation thereto, in connection with the inability of the number of Users indicated in line item Error! Reference source not found. to simultaneously access the Modules licensed per line items xxviii through xxxiii, where such inability is the result of Users not actually using the Modules licensed per those line items absorbing**

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available login access in the manner described in this provision.

2.2. Additional Copies - Customer will not make any copies of the Software, except as necessary for the installation permitted hereby and except for:

- a) copies of each Module licensed hereunder for training and testing purposes, and
- b) one copy of each Module licensed hereunder for backup purposes,

provided that all electronic copies made include screen displays of TAN's proprietary or intellectual property notices as recorded on the original copy provided by TAN, and the Customer affixes a label to each disk, reel or other housing for the medium on which each physical copy is recorded setting out the same proprietary and intellectual property notices as appear on the unit of Software from which the copy is made in the same manner as those notices appear on that original copy.

2.3. Incidental Installation of System Feature Software – TAN will not require any payment by the Customer for, and hereby releases the Customer with respect to any damages or claims to or by TAN relating to, unlicensed Modules listed in the Software Table under “System Features” the Software for which is automatically installed on any hardware of the Customer in the process of installation of any other Module(s), provided that the Customer shall not use, and shall not permit any other person to use, any such Modules.

3. CHARGES AND PAYMENTS

3.1. Software License Fees - The charges and payments applicable to the installation and use of the Software by the Customer are set out on the Cover Page.

3.2. Taxes and Other Charges – The Customer will pay all shipping & handling costs and all applicable sales, use, withholding and excise taxes, and any other assessments against the Customer in the nature of taxes, duties or charges however designated on the Software or its license or use, on or resulting from this Agreement, exclusive of taxes based on the net income of TAN.

4. OWNERSHIP OF SOFTWARE

4.1. Warranty of Title - TAN warrants that it has all rights necessary to make the grant of license herein by having all right, title and interest in and to the Software or as licensee of all such rights from the owner thereof.

4.2. Retention of Rights by TAN and Customer's Obligations - All proprietary and intellectual property rights, title and interest including copyright in and to the original and all copies of the Software and the documentation or any changes or modifications made to the Software or related documentation will be and remain that of TAN, or its licensor as the case may be. Without limiting the foregoing, the Customer will not any time whether before or after the termination of this Agreement:

- a) reverse engineer, disassemble or decompile any Software or prepare derivative works thereof;
- b) copy, transfer, display, or use the Software except as expressly authorized in this Agreement;
- c) disclose, furnish, or make accessible to anyone any confidential information received from TAN or make any use thereof other than as expressly permitted under this

Agreement, which confidential information is deemed to include the source and executable code of the Software and all related documentation;

- d) contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary and intellectual property rights, title or interest of TAN in and to any Software; or
- e) obliterate, alter, or remove any proprietary or intellectual property notices from the Software in its physical or electronic forms.

4.3. Intellectual Property Indemnity by TAN - TAN will defend or settle any claim made or any suit or proceeding brought against the Customer insofar as such claim, suit or proceeding is based on an allegation that any of the Software supplied to the Customer pursuant to this Agreement infringes the proprietary and intellectual property rights of any third party in or to any invention, patent, copyright or any other rights, provided that the Customer will notify TAN in writing promptly after the claim, suit or proceeding is known to the Customer and will give TAN information and such assistance as is reasonable in the circumstances. TAN will have sole authority to defend or settle any such claim at TAN's expense. TAN will indemnify and hold the Customer harmless from and against any and all such claims and will pay all damages and costs finally agreed to be paid in settlement of such claim, suit or proceeding. This indemnity does not extend to any claim, suit or proceeding based upon any infringement or alleged infringement of copyright by the combination of the Software with other elements not under TAN's sole control nor does it extend to any Software altered by the Customer either by enhancement or by combination with product(s) of the Customer's design or formula. The foregoing states the entire liability of TAN for proprietary and intellectual proprietary rights infringement related to the Software. If the Software in any claim, suit or proceeding is held to infringe any proprietary or intellectual property rights of any third party and the use thereof is enjoined or, in the case of settlement as referred to above, prohibited, TAN will have the option, at its own expense, to either (i) obtain for the Customer the right to continue using the infringing item, or (ii) replace the infringing item or modify it so that it becomes non-infringing, provided that no such replacement or modification will diminish the performance of the Software.

4.4. Intellectual Property Indemnity by the Customer – The Customer will defend or settle any claim made or any suit or proceeding brought against TAN insofar as such claim, suit or proceeding is based on (i) an allegation that any Software licensed to Customer pursuant to this Agreement has been installed, used or otherwise treated in a manner contrary to the terms of this Agreement or the intellectual property rights of the provider of that Software, provided that TAN will notify the Customer in writing promptly after the claim, suit or proceeding is known to TAN and will give the Customer information and such assistance as is reasonable in the circumstances. The Customer will have sole authority to defend or settle any such claim at the Customer's expense. The Customer will indemnify and hold TAN harmless from and against any and all such claims and will pay all damages and costs finally agreed to be paid in settlement of such claim, suit or proceeding.

5. WARRANTY

5.1. Limited Warranty of Software - TAN warrants that when utilized by the Customer in a manner authorized hereunder, the Software will conform to the functional specifications set out in the user documentation accompanying the Software for ninety (90) days from Initial Installation. TAN's sole obligation and liability hereunder with respect to any failure to so perform will be to use reasonable efforts to remedy any non-conformity, which is reported to TAN in writing by Customer within that warranty period. In the event TAN is unable to remedy such non-conformity within a reasonable time using reasonable efforts, TAN may refund to Customer the license fee pertaining to the Software and this Agreement will be automatically terminated. All warranty service will be performed at service locations designated by TAN.

6. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

6.1. SPECIFIC EXCLUSION OF OTHER WARRANTIES - THE WARRANTIES SET OUT IN SECTIONS 4.1 AND 5.1 ARE IN LIEU OF ALL OTHER WARRANTIES, AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, TAN DOES NOT WARRANT THAT ANY SOFTWARE PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF CUSTOMER OR THAT THE OPERATION OF SOFTWARE PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.

6.2. RESTRICTIONS ON WARRANTY - TAN HAS NO OBLIGATION TO REPAIR OR REPLACE SOFTWARE DAMAGED BY ACCIDENT OR OTHER EXTERNAL CAUSE, OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN TAN.

6.3. NO INDIRECT DAMAGES – WITHOUT LIMITING THE GENERALITY OF SECTIONS 6.1 AND 6.4, IN NO EVENT WILL TAN BE LIABLE TO THE CUSTOMER OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

6.4. LIMITS ON LIABILITY – IF, FOR ANY REASON, TAN BECOMES LIABLE TO THE CUSTOMER OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT), THEN:

- A) THE AGGREGATE LIABILITY OF TAN FOR ALL DAMAGES AND LIABILITY INCURRED BY CUSTOMER AND ALL OTHER PARTIES IN CONNECTION WITH THE SOFTWARE IN QUESTION WILL BE LIMITED TO AN AMOUNT EQUAL TO THE AMOUNT PAID TO TAN FOR THE LICENSE OF THE MODULE OR MODULES WHICH GAVE RISE TO THE CLAIM FOR DAMAGES; AND
- B) IN ANY CASE THE CUSTOMER MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST TAN ARISING OUT OF THIS AGREEMENT OR RELATING TO

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ANY SOFTWARE PROVIDED HEREUNDER MORE THAN TWO YEARS AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN,

6.5. SEPARATE ENFORCEABILITY - SECTIONS 6.1 THROUGH 6.4 ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

7. TERMINATION

7.1. Termination - This Agreement will terminate:

- a) at the option of either party if the other party materially defaults in the performance or observance of any of its obligations hereunder and fails to remedy the default within 30 days after receiving written notice thereof; and
- b) without limiting a), at the option of TAN if the Customer breaches section 3 of this Agreement

provided that the right of termination will be in addition to all other rights and remedies available to the parties for breach or default by the other.

7.2. Suspension of Obligations - If either party should default in the performance or observance of any of its obligations hereunder, then, in addition to all other rights and remedies available to the non-defaulting party, the non-defaulting party may suspend performance and observance of any or all its obligations under this Agreement, without liability, until the other party's default is remedied, but this section will not permit the Customer to suspend its obligation to make payments owing in respect of the Software.

7.3. Return of Software - In the event of termination of this Agreement for any reason whatsoever, Customer will immediately return to TAN all physical copies of Software delivered by TAN to the Customer or otherwise in the Customer's possession or control, except as expressly permitted by TAN to destroy, destroy all physical copies of the Software not returned to TAN, delete all electronic copies of the Software from its systems, and certify in writing to TAN that such actions have all been completed.

8. AUDIT AND MONITORING RIGHTS

8.1. TAN may, upon a minimum of 24 hours written notice to the Customer, attend upon the Customer's premises and verify that the Software licensed pursuant to this Agreement is installed and being used only as permitted hereby. Such inspections may occur a maximum of twice per calendar year, and will be performed only during the Customer's regular business hours and conducted in a manner so as minimize to the extent reasonable any interference with the Customer's business. Further, TAN may, using automatic means which do not interfere with the use of the Software by the Customer or Users other than as described in this provision, monitor at any time usage of the Software by the Customer and or its Users, through monitoring of the number of copies of any particular Module(s) in Concurrent Use.

9. GENERAL

9.1. Complete Agreement; Modification- This Agreement constitutes the complete and exclusive statement of the agreement between TAN and the Customer relating to the

licensing of the Software, and supersedes all oral or written proposals, prior agreements and other prior communications between the parties, concerning the subject matter of this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties, except that TAN may fill future purchase or other orders for further goods or services available under this Agreement, and if TAN does so the provisions of this Agreement will contain the only commercial terms applicable to such transaction despite such purchase or other order stating otherwise.

9.2. Force Majeure - Dates or times by which either party is required to perform under this Agreement, excepting the payment of any fees or charges due hereunder, will be postponed automatically to the extent that any party is prevented from meeting them by causes (other than inability to pay) beyond its reasonable control.

9.3. Notices - All notices and requests in connection with this Agreement will be given to the respective parties in writing and will be deemed given as of the first business day of the notified party following the day the notice is faxed or sent via overnight courier, providing a hard copy acknowledgment of such successful faxed notice transmission or evidence of such couriering, as applicable, is retained. Notice may also be deposited in the Canadian mails (or if the Customer is resident outside Canada and is rendering the notice, in the mails of that country), postage pre-paid, certified or registered, return receipt requested, and addressed to the parties as indicated on the face of this Agreement and receipt of any such notice will be deemed to be effective as of the third business day following such deposit.

9.4. Governing Law - This Agreement and performance hereunder will be governed by the laws of the jurisdiction where the Database Server is situated excepting in the case of Louisiana when the laws of California will apply, or in the case of Quebec when the laws of Ontario will apply.

9.5. Non-Assignability - This Agreement is not assignable by the Customer. Any assignment, purported assignment or attempt to assign by the Customer will be a material breach of this Agreement and will be void.

9.6. Survival - Sections 4, 6, 7.3 and 9 of this Agreement will survive termination and expiration of this Agreement.

9.7. U.S. Government Restricted Rights - The Software and documentation are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) (1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (c) (1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. **The Manufacturer is The Active Network Ltd., Suite 300, 6400 Roberts Street, Burnaby, BC, Canada, V5G 4C9.**

9.8. Attorney Fees - In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.