

# 83364

## AMENDMENT #1 TO THE AGREEMENT

8/16/2021 | 1:30 PM CDT

This Amendment No. 1 (this "Amendment 1") is made effective as of \_\_\_\_\_ (the "Amendment 1 Effective Date") by and between the City of Long Beach ("Client") and Active Network, LLC, successor in interest to The Active Network, Inc. ("Active") and amends that certain Products and Services Agreement, dated as of December 16, 2013, (the "Agreement") entered into by the Parties. Client and Active are also individually referenced herein as a "Party" and collectively as the "Parties." Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

NOW THEREFORE in consideration of the mutual covenants, recitals and promises contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties hereto hereby agree as follows:

1. **Changes to the Agreement.**

A. Section 17 of the Agreement ("Term for Hosted Software") will be deleted in its entirety and replaced with the following:

"Unless otherwise provided in the applicable Schedule, Active shall provide to Client, and Client shall license from Active, the Hosted Software commencing on the Effective Date of this Agreement and remaining in full force until March 31, 2022, with automatic renewals for up to three (3) one (1) year terms thereafter (each, a "Renewal Term"), unless either party gives written notice to the other party to terminate this Agreement no less than 6 months prior to the expiration of the then-current term."

2. **Full Force and Effect.** Except as expressly modified herein, the Agreement remains in full force and effect. All references in the Agreement to "this Agreement," "hereto," "hereof," "hereunder" or words of like import referring to the Agreement shall mean the Agreement as amended by this Amendment 1. In the event any of the terms and conditions of the Agreement conflict with the terms and conditions of this Amendment, the terms and conditions of this Amendment 1 shall prevail only as to the subject matter expressly stated herein.

3. **Counterparts.** This Amendment 1 may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document, binding against each of the Parties. To the maximum extent permitted by law or by any applicable governmental authority, this Amendment 1 may be transmitted by facsimile, electronic mail (including pdf) or other transmission method with the same validity as if it were an ink-signed document and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment 1 as of the Amendment 1 Effective Date.

Active Network, LLC  
by its authorized signatory

By: Randy Skemp  
Name: Randy Skemp  
Title: vice President, Sales  
Date: 8/16/2021 | 1:30 PM CDT

City of Long Beach  
by its authorized signatory

By: Linda F. Tatum  
Name: LINDA F. TATUM  
Title: ASST CITY MANAGER  
Date: August 3, 2021

APPROVED AS TO FORM on July 20, 2021

By: [Signature]  
Deputy City Attorney

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER