Corporation de la ville de / of the Town of HAWKESBURY

Corporation de la ville de Hawkesbury

Comité des services des Loisirs et de la Culture

Le mercredi 8 juin 2016

13h15

Salle du conseil

Corporation of the Town of Hawkesbury

Recreation and Culture Services Committee

Wednesday, June 8, 2016

1:15 p.m.

Council Chambers

PAGES

1.	**Ouverture de la réunion**	**Opening of the meeting**	
2.	**Adoption de l'ordre du jour**	**Adoption of the agenda**	
3.	**Divulgations de conflits d'intérêts**	**Disclosures of conflicts of interest**	
4.	**Visiteurs**	**Visitors**	
4.1	Le Chenail	*Le Chenail*	
4.2	René Baril	René Baril	**1-2**
5.	**Loisirs**	**Recreation**	
5.1	FRO / Activités officielles de la fête du Canada.	ORF / Canada Day official activities.	
5.2	Bénévoles de la Fête champêtre pour le comité des parcs - 19 aôut.	Volunteers for the Parks committee Garden Party - August 19.	
6.	**Activités sportives**	**Sports activities**	
7.	**Parcs**	**Parks**	
7.1	Modification de la ligne-sujet de l'ordre du jour pour la section Parcs (devrait lire *Installations récréatives*).	Modification to agenda subject title for the Parks section (to read *Recreation Facilities* instead of Parks).	
7.2	Marche des Vœux – lettre jointe.	Bucket List Walk – letter attached.	**3**

7.3	Journée annuelle d'adoption – parc canin. Publicité jointe.	Pet Adoption Day - Dog park. Poster attached.	**4**
7.4	Vignettes de descente de bateau pour monteurs de quai.	Boat launch passes for dock installers.	
7.5	Distributeurs de bonbons au complexe sportif.	Candy dispensers at the Sports Complex.	
7.6	Réseau sans fils.	Wireless Network.	
7.7	Logiciel d'inscription.	Registration software.	**5-49**

8. Culture — **Culture**

8.1 Activités à venir pour Le Chenail. — Upcoming activities for *Le Chenail.*

9. Questions / Commentaires — **Questions / Comment period**

10. Divers — **Various**

11. Huis-clos — **In-camera**

12. Ajournement — **Adjournment**

The HAWKESBURY Town
Reçu / Received
0 2 JUIN 2016

Le 2 juin 2016

Conseil de la Ville de Hawkesbury
660, rue Higginson
Hawkesbury, ON
K6A 1H1

Ré : Descente de bateau, Rue Philippe
Frais de stationnement pour non-résident

Madame La mairesse et conseillers,

Je me présente : M. René Baril, de la rue Orchard, Hawkesbury. (Champlain)

Tel que requis par un règlement municipal, le 20 mai dernier, je me suis procuré un permis de stationnement situé sur la rue Philippe, afin d'avoir accès à la rivière en utilisant la descente de bateau.

Le frais chargé pour le permis annuel fut de $5.00.

Par contre, une heure après cet achat, un représentant de la ville est venu à mon domicile m'avisant qu'une erreur avait eu lieu. Vu que la rue Orchard est située dans le canton de Champlain, et non de Hawkesbury, ledit permis serait d'une valeur de $100 car je suis non-résidents.

Oh quelle différence!!!

En anecdote, les Chevaliers de Colomb m'ont bien confirmé qu'ils ont bâti et maintiennent le quai et la descente à la rivière, sans l'aide financière de la municipalité.

Ma question est à savoir qu'est-ce qui motive le conseil de ville à exiger un tarif de stationnement à cet endroit seulement car, à ce que je sache, aucun frais de stationnement est requis sur tout le territoire de la ville. Aussi, la descente à la rivière située au Chenail est totalement gratuite.

Pourquoi exiger un frais si exorbitant pour les non-résidents? N'est-ce pas passer un message que les gens de l'extérieur du périmètre de Hawkesbury ne sont pas les bienvenus au stationnement de la rue Philippe?

Je ne suis pas opposé à ce qu'un tarif soit chargé, si nécessaire. Mais de $5.00 à $100.00? Ceci est totalement exagéré. De $5.00 à $10.00, voir même $20.00 serait beaucoup plus raisonnable et abordable, pour les non-résidents, surtout pour les gens retraités, à faible revenus et ou de l'âge d'or.

Aussi, n'oubliez surtout pas que plusieurs gens, non-résidents, supportent les activités de la ville et offrent plusieurs heures de bénévolat ici même dans votre communauté.

Au nom de tous les plaisanciers adorant les plaisirs nautiques, je vous remercie de m'avoir permis d'exposer devant vous ce dilemme et pour toute l'attention que vous y porterez en révisant à la baisse le permis de stationnement pour les non-résidents.

Sincèrement,

René Baril
90 Orchard
Hawkesbury, ON
K6A 3G9

613-632-1311

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HEALTH & COMMUNITY SERVICES / SERVICES & SOINS DE SANTÉ COMMUNAUTAIRES

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May 20, 2016

Corporation of the Town of Hawkesbury
Attention Nicole Trudeau
600 Higginson Street
Hawkesbury, ON
K6A 1H1

Dear Nicole,

This letter is in support of Centre Marysabel organizing the fundraising event.

The Bucket List Walkathon fundraiser will be organized and hosted by Centre Marysabel with all proceeds going to Carefor Health & Community Services' Palliative Day Program serving the clients from Prescott Russell Counties.

The proceeds from the *Bucket List* fundraiser will assist in granting last wishes for palliative patients who are in the final stages of life. It allow them one last check mark on their own bucket list. The walkathon will be taking place on Sunday, September 11th, 2016.

Should you require anything further, please do not hesitate to contact me directly.

Sincerely,

Maria Badek
Director of Operations - Eastern Counties

ADOPTEZ

UN AMI POUR TOUJOURS

ADOPTEZ POUR L'AMOUR, ADOPTEZ POUR LA VIE!

ADOPT

A FOREVER FRIEND

ADOPT FOR LOVE, ADOPT FOR LIFE!

Journée annuelle d'adoption de chiens

Samedi, 9 juillet 2016 - 13h30-15h30

au parc canin de Hawkesbury, rue Philippe, Hawkesbury

Annual Dog Adoption Day

Saturday, July 9th, 2016 - 1:30 p.m. - 3:30 p.m.

at the Hawkesbury Dog Park, Philippe St, Hawkesbury

ni match
rofit Dog Adoption Services

LOYAL RESCUE

SPCA

ONTARIO SPCA

STORMONT, DUNDAS & GLENGARRY ANIMAL CENTRE

Comparison - Registration Software

	Active Net (Class)	Book King	Mind Body
Data migration	Yes	Yes	Yes
GIS Import	Yes		No
Integration with Vadim	No	Yes	No
Ease of use for staff	Complex	Yes	Yes
Ease of use for clients	Yes	Difficult	Yes
Separate language pages	Yes	Yes	No
Rental module	Yes	Yes	No
Credit Card processing	Yes	Yes	Yes
Month to month contract	No	Yes	Yes
Unlimited staff users	Yes	Yes	Yes
Automatic emails	Yes	Yes	Yes
Credit Card storage	No	No	No
Web based	Yes	Yes	Yes

Fees

Set-up costs	$62,753	$2,699	$2,097
Yearly costs	$8,861	$7,242	$1,140
Credit Card payment processing fee (ex)	3% ($3.00)	2.5% + $0.49 ($2.99)	2.75% + $0.25 ($3.00)
Technology Fee	2%	None	None
Online transaction fee	5%		

Town of Hawkesbury

Andre Tessier
ACTIVE Network

EXECUTIVE SUMMARY

At the ACTIVE Network, **we power the world's activities and connect people with the things they love, want, and need to do**. Our solutions go beyond software technology to not only help you centralize operations, improve access to participants, increase efficiency with your staff, but also transform your recreation department.

ACTIVE has the experience and resources for long-term viability. We started more than 15 years ago and have grown to be a global company, supporting more than 47,000 organizations across our 16 offices with more than 2,500 employees. More than 2,000 of those clients are Municipal Parks & Recreation organizations making ACTIVE the leading software provider in the industry. We strive to help our customers get more participants, manage their programs, and build stronger communities.

Proposed Solution

ACTIVE Net is a fully-hosted, web-based Software-as-a-Service (SaaS) solution giving your team on-demand access to your organization's data from any computer with an internet connection. ACTIVE Net supports an unlimited number of workstations, users, and concurrent users within the application. It also supports an unlimited number of online registration sessions so your customers have access to your offering 24/7.

There are no software license fees, annual maintenance costs or online user costs to budget for. There are also no additional technical support or upgrade costs, as these are all built into our SaaS pricing model. The only initial costs are for the implementation services outlined in the proposal. The implementation services empower your staff throughout the five stages of implementation so they can operate your organization smoothly after the transition. We have implemented more than 2,000 recreation organizations with a proven train-the-trainer approach and best practices from our years of our experience with Parks and Recreation customers.

Why ACTIVE?

Attract New Participants: Many vendors help their customers manage their data, but what is unique about ACTIVE is our ability to help you attract more participants to your programs through our ACTIVE.com and ACTIVEkids.com web properties along with integrated marketing tools. An advantage of ACTIVE Net is that all of your programs, memberships and camps will be added to the ACTIVE Networks channels, so you can extend your reach in your community without any additional cost or effort.

Increase Efficiency: Managing data is the key to improving efficiency at any organization. ACTIVE Net is designed to be a centralized tool for your activities, private lessons, facilities, camps, child care, memberships, and communication. ACTIVE Net allows your staff and citizens **24/7 access, anytime, anywhere in real-time**, so you can better manage your operations and serve your community.

Build Stronger Relationships: The ability to easily collect the data about your participants through user-friendly tools is important, but what has the most impact is the ability to use that data to help you create better relationships. ACTIVE Net gives you a **360-degree view** of your family's participation, facility rental, donor history and memberships, which allows you to better connect with them and improve their personal experience.

SOLUTION OVERVIEW

Membership Management

Quickly and efficiently fulfill member requests, providing a better member experience

Promote member interaction and retention with customized emails and offers

Provide the convenience of online membership purchases and renewals

Quickly generate detailed membership, demographic, and historical comparison reports

Online Access

Customize your public access website with colors, images, links, and information

Make all activities available to online registration and facilities available for reservation

Communication and Marketing

Build brochures, catalogues, and newsletters with the Catalogue Export tool

Create custom lists based on age, location, history and more to improve targeting

Visit the eMarketing Center for tips, templates and one on one marketing advice

Send text messages for updates and promotions to organized lists instantaneously

Program Registration

Manage registrations, private lessons, withdrawals, and waiting lists

Make faster, better-informed decisions using a variety of automated reports

Point of Sale

Customize your POS interface designs including buttons

Use for drop-in activities, equipment lending, and fines

Resource Reservations

Allow participants to view availability and to request or book online

View area maps and the bookable items nearby (e.g. field)

Schedule courts, meeting rooms, picnic shelters, gyms, lockers, equipment, and more

Set Scheduling Calendars to view multiple facilities at once by day, week or month

League Scheduling and Management

Register players, assign them to teams and securely collect fees online

Track all game results with home and away team scores, ties, and postponement details

Create balanced league schedules with built-in site and team conflict rules

Provide online, text and email updates for parents to keep up with league information

Fund Raising and Development

Create and post an online donation form to securely collect funds 24/7

View progress, top donors, prospects and more through an easy drag and drop builder

Set a goal and automatically update progress through an online graphic

View donor information, goal progress, and financial reports to track results

Child Care

Offer parents the convenience of online enrollment

Track special medical alerts and pick up and drop off authorizations

Set up recurring fees and payments based on child care schedules

Generate attendance lists and enrollment and revenue reports

IMPLEMENTATION, TRAINING AND SUPPORT

ACTIVE offers technical support, 24x7x365 for system critical technical support. We also have a dedicated account management team to help with non-technical needs. Plus, during your upgrade to ACTIVE Net you'll have a dedicated consultant to help you through the entire implementation.

METHODOLOGY

ACTIVE Net implementations operate within the framework of the Project Management Body of Knowledge as advocated by the Project Management Institute and leverage industry best practices gained through more than 30 years of market-leading experience.

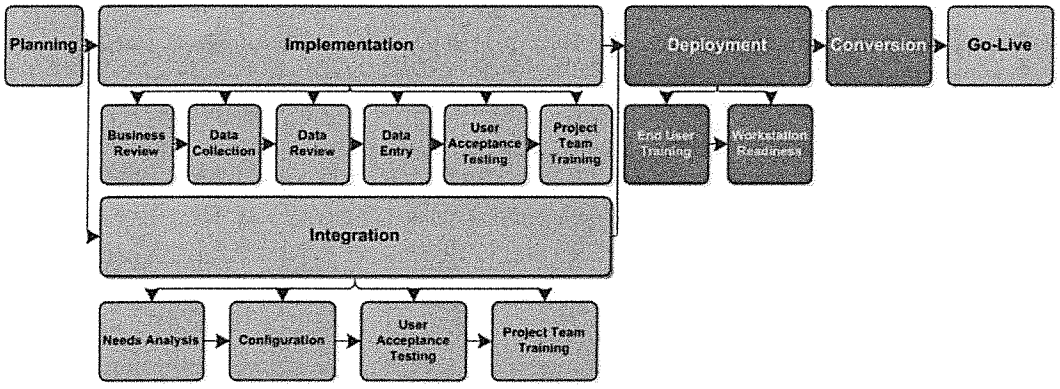
As part of your implementation, you are provided access to project management software called Basecamp that is used to manage the schedule and associated tasks for the project. Responsibilities are defined clearly by assigning owners to tasks. Basecamp is also be the repository for all documentation associated with the project so your team, as well as your consultant, have shared access to information needed by all parties. An orientation to Basecamp as well as login credentials are provided during the project launch meeting.

IMPLEMENTATION AND TRAINING

ACTIVE Net implementation provides the users with the greatest overall advantages for learning the system. Effective training allows successful use and desired outputs of any solution. It's through effective training that key persons (those who will be using the system themselves as well as training future staff) become comfortable and confident using it and are able to experience and make use of the full depth and breadth of the product.

Training focuses on the system administration functions specifically related to effectively managing your operations with ACTIVE Net.

Our consultants work with your team to ensure your organization will be ready to take advantage of all ACTIVE Net has to offer through the 5 phases of implementation.



Planning — Discuss objectives, review agenda, refine project scope, identify project team, and address technical requirements.

Implementation – Each phase will be performed with guidance of a consultant.

- **Business Review** – Review business rules against industry best practices and prepare for data collection.
- **Data Collection** – Capture your organization's inventory in data collection forms.
- **Data Review** – Review completed data collection forms with your consultant.
- **Data Entry** – Entry of organization's inventory into ACTIVE Net. To be performed by ACTIVE's data analyst team!
- **User Testing** – Validate system operations against business needs.
- **Project Team Training** – Train project team on full system operation and develop an end user training plan.

Integration – Each phase will be performed with guidance of a technical consultant.

- **Needs Analysis** – Assess business requirements.
- **Configuration** – Build integration as per business requirements.
- **User Testing** – Validate system operations against business requirements.
- **Project Team Training** – Train project team on system operation.

Deployment – Each phase will be performed by members of your project team.

- **End User Training** – Project team trains all end users on system operation.
- **Workstation Readiness** – Configure all workstations to ensure readiness with ACTIVE Net system requirements.

Go-Live! — Successful use of the ACTIVE Net system as part of your day-to-day business operations.

Standard Service Package

Service level Standard is the most cost effective and expedited method of implementing *ACTIVE Net*. Service level Standard consists of:

- **Business Process Review**
  - The Business Process Review is a meeting that assesses the accounting and IT aspects of the implementation. A review of the data assessment sheet, a document that contains pertinent questions on current business practices, is also addressed during this meeting

- **Weekly 1 day engagements**
  - Services are conducted as weekly one-day engagements. With this approach the consultant will engage your organization on the same day each week for the duration of the project.

- **Remote services**
  - With this service package all services are delivered remote. Remote services are conducted using conferencing and desktop sharing software.

- **Train the trainer services**
  - Train the trainer services are delivered by the consultants. Training sessions focus on providing your trainers the knowledge to train staff on system operations.

- **Data entry services**
  - The data analyst team delivers data entry services. Data entry includes the entry of all policy controls and inventory items required for go-live.

- **Quick reference guides**
  - The quick reference guides provide step-by-step instructions to guide users on best practices for commonly used functionality

- **Basecamp login**
  - The Basecamp login provides access to an online project management tool that offers a central environment for tracking project activity and storing project artifacts.

- **Go Live Preparation**
  - The Go-live Preparation meeting is designed to address any outstanding issues associated with the upcoming go-live as well as prepare the client for the rollout of the ACTIVE Net. Topics include strategies around end user training, deployment and conversion. Key post go-live contacts from ACTIVE such as the Account Manager and Support will also be introduced during this meeting

Based on this proposal and the number of functionalities requested, below is the anticipated schedule for your training.

Schedule		
Initiation	Project Launch	Remote
Week 1	Business Process Review	Remote
Week 2	Module 1&2 Review & Data Collection Preparation	Remote
Week 3	Module 3,4&5 Review & Data Collection Preparation	Remote
Week 4	Module 1&2 Data Collection Review	Remote
Week 5	Module 3,4&5 Data Collection Review	Remote
Week 6	Module 1&2 User Testing	Remote
Week 7	Module 3,4&5 User Testing	Remote
Week 8	Module ALL User Testing	Remote
Week 9	Module 1&2 Training	Remote
Week 10	Module 3&4 Training	Remote
Week 11	Module 5 & System Training	Remote
Week 12	Go Live Prep	Remote

Available Support

- ACTIVE's Customer Support Analysts accessible via phone, messaging and email.
- Self-service support:
  - Searchable knowledgebase
  - User guides & Online forums
- Online Services Team and eMarketing Center
  - Tips and templates for promoting online registration through email campaigns & website optimization
- Launch Consultants
  - Complimentary One on One engagements to plan your digital marketing strategy and execution
  - Tips and Templates for driving optimal conversion

Account Management

- All of our software partners have a dedicated Account Manager assigned as your main point of contact throughout ACTIVE. Their role is to help support you with market knowledge and as a non-technical point of contact to help with all of your needs.

Software as a Service

One of the challenges that many organizations face today is doing more with less. That is especially true in today's economy. Our Software as a Service (SaaS) model provides organizations with an affordable way to meet this challenge enabling them to focus their resources on providing their services to their communities.

The key difference between ACTIVE's SaaS model and the traditional software license/maintenance model is that ACTIVE's success is directly tied the success of your organization. Our model ties us to the success of your customers, so we have a much stronger vested interest to your success and supporting your needs.

No License or Support and Maintenance Fees

With ACTIVE's SaaS model all of the traditional expenses with purchasing software such as the licensing and annual maintenance for technical support and hosting facilities are bundled into a single technology fee. There is no limit to the number of users, workstations, facilities or locations, you can grow into, so the solution will scale with you at no additional cost.

Upgrades are Timely, Seamless and Free

Unlike traditional software, where upgrades happen annually or every six months, ACTIVE continuously pushes new features and updates to our solutions. In addition, having a flexible cloud based solution like ACTIVE Net allows us to release 3-4 full upgrades per year without any additional cost or downtime for you.

Low Cost of Entry

Deployment of a fully web-based solution is faster and more cost effective since there is no infrastructure to maintain, no redundancy measures to plan for and little IT time involved. ACTIVE hosts the application and is responsible for ensuring it is secure and PCI compliant – both of which can be costly to any organization.

ONLINE REGISTRATION	SOFTWARE LICENSING & MAINTENANCE	PRODUCT UPGRADES
ACTIVE will help you with online adoption to ensure your online registration site gets the most traffic possible.	Our software supports unlimited users and locations.	ACTIVE manages all updates and upgrades so there's no additional work for you.
SUPPORT	**INFRASTRUCTURE COSTS**	**PCI COMPLIANCE**
ACTIVE offers unlimited technical support, 24x7x365 system critical technical support and a dedicated account management team to help with non-technical needs.	ACTIVE hosts and manages the IT infrastructure in SSAE 16 Compliant and top level, tier 3 Data Centers, which means peace of mind and lower costs for you.	ACTIVE maintains PCI level 1 compliance, taking the responsibility for risk and validation requirements at the point card data is entered into ACTIVE Net.
PAYMENT PROCESSING	**ONE-STOP SHOP**	**PREDICTABLE PROCESSING COSTS**
ACTIVE Net includes credit card processing for all transactions regardless of brand, rewards or type used.	ACTIVE provides the application, hosting, and payment processing. Includes all gate way, authorization, 'card-not-present' and interchange fees.	Our rates do not change by the card brand or type used (rewards/affinity programs).

SOFTWARE AS A SERVICE (SAAS) FEES

As a fully-hosted technology, ACTIVE Net virtually eliminates the need for costly software and IT infrastructure investments.

Safe, Secure and Fully-Hosted

ACTIVE owns and maintains the entire databases and web server infrastructure hosting your ACTIVE Net solution, meaning low-cost automation for your team. We provide our own merchant account (so you don't have to), securely process all online and offline transaction and safely store your data.

Staff-Interface Transactions (Walk-In, Phone-In, Mail-In)

Each offline transaction (those entered into ACTIVE Net by your staff) is assessed the technology fee.

Staff Interface Technology Fees	
Technology Base Fee	1.50%
Additional Fee for Credit Cards	1.00% (2.50% total)
Additional Fee for ECP	0.50% (2.00% total)

Staff Interface CASH / CHECK Transaction Example:	
Class / Program Fee:	$100.00
Standard Technology Fee:	$1.50
Participant Pays:	$100.00
Organization Nets:	$98.50
ACTIVE Collects:	$1.50

Staff Interface CREDIT CARD Transaction Example:	
Class / Program Fee:	$100.00
Standard Technology Fee:	$1.50
Additional Credit Card Fee:	$1.00
Participant Pays:	$100.00
Organization Nets:	$97.50
ACTIVE Collects:	$2.50

Public Interface Transactions (Self-Serve Online)

Each Online transaction (entered by your Customers through the self-serve Public Access website) is assessed an Online Processing Fee, which is made up of the technology fee and a credit card processing fee. Depending on your community and your organization, there are three (3) ways your Customers handle the Online Technology Fee:

- Pass the Processing Fee on to the Participant
- Organization Absorbs 100% of the Processing Fee
- Organization Splits Processing Fees with Participant

Public Interface Transaction Fees	
Online Processing Fee:	2.50%

Public Interface Transaction Example:	
Class / Program Fee:	$100.00
Online Processing Fee:	$2.50
Participant Pays:	$102.50
Organization Nets:	$100.00
The ACTIVE Network Collects:	$2.50

PROPOSED SOLUTION

Company Address	717 North Harwood Street		
	Suite #2500	Created Date	04/01/2016
	Dallas, Texas	Quote Number	01840015
	75201	Currency	CAD
	USA		
Prepared By	Andre Tessier	Contact Name	Nicole Trudeau
Email	Andre.Tessier@activenetwork.com	Phone	(613) 632-0106
		Email	ntrudeau@hawkesbury.ca
Bill To Name	Town of Hawkesbury		
Bill To Contact	Nicole Trudeau	Ship To Contact	Nicole Trudeau
Bill To Address	600 Higginson Street	Ship To Address	600 Higginson Street
	Hawkesbury, ONTARIO		Hawkesbury, ONTARIO
	K6A 1H1		K6A 1H1
	Canada		Canada

Schedule		
ACTIVE Net - Service Package Standard 5	ACTIVE Net Service Package Standard 9 consists of the following Services: • remote business process review • remote functionality review & data collection preparation • remote data collection review • remote data entry (system inventory and policy controls) • remote user testing • remote train the trainer training • remote Go Live preparation • remote hardware configuration The scope of Services is contained to the 9 functionalities listed below. 50% of total Service costs will be billed at Service initiation, payable within 30 days of the date of invoice. 50% of total Service costs will be billed at Service completion, payable within 30 days of the date of invoice.	$47,428.00

Included Functionalities
1. Facility Reservation
2. Camps
3. POS
4. Activity Registration
5. Memberships
6. FlexReg/Daycare
7. League Scheduling
8. Equipment Lending
9. Private Lessons
Other Core Functionality
Customer Management
Accounting Processes and Payment Processing
Public Access (Online Registration)
Marketing & Communication - Email and Text Messaging
Interactive and Ad Hoc Reporting

Technical Services	Quantity	Unit Price	Extended Price
ACTIVE Net - Service Package: Brochure Export	1	2,000.00	$2,000.00
ACTIVE Net - Technical Services: Financial Export	1	2,000.00	$2,000.00
ACTIVE Net - Technical Services: GIS Import	1	2,000.00	$2,000.00
ACTIVE Net - Technical Services: Refund Export	1	2,000.00	$2,000.00
ACTIVE Net – Technical Services: Class Customer and Membership Data Conversion	1	11,928.00	$11,928.00
ACTIVE Net - Technical Services: Debit Pin Pads	1	250.00	$250.00

Technical Services Total: $20,178.00

3rd Party Hardware	Quantity	Unit Price	Extended Price
ACTIVE Net - IPP320 Debit Pin Pad - Annual Subscription	1	$359.99	$359.99

Hardware Total: $359.99

SaaS	Fee
ACTIVE Net - Staff Interface - Technology Fee	2.00%
ACTIVE Net - Public Interface - Online Transaction Fee	5.00%
ACTIVE Net - Staff Interface - Payment Processing Fee - Credit Card	3.00%
ACTIVE Net - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing	0.50%
ACTIVE Net - Support Advanced Package	Included
ACTIVE Net - Staff Interface - Payment Processing Fee - Canadian Debit	$0.15
ACTIVE Net – Credit Card refunds - flat fee	$0.10
ACTIVE Net - Canadian Debit Card refunds - flat fee	$0.10

Quote Summary	
Total Services Costs	$47,428.00
Technical Services	$20,178.00
Maintenance Costs	$0.00
Total Third Party Hardware Costs	$359.99
CLASS Migration Loyalty CREDIT – FULL Credit available until December 31st, 2016	($5,212.84)
Total Initial Costs	**$62,753.15**

All fees described herein are in consideration of the Software and Services 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.

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.

Annual Fee Analysis

Based upon the Daily Cash Balance Report you provided, we are able to provide estimated projections on ACTIVE Net fees. The amount paid to ACTIVE annually will vary based upon the volume of payments, however this estimate should give you fairly accurate figures for budgeting purposes as it's based on your current business.

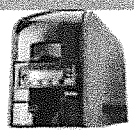
Based on Daily Cash Balance Report: January 1, 2015 - December 31, 2015			
Payment Type	Revenue	Tech/Trans Fees	Total Fees
Technology Fee	$443,048.61	2.00%	$8,860.97
Credit Card Processing Fee	$0.00	3.00%	$0.00
EFT/ECP Processing Fee	$0.00	0.50%	$0.00
Canadian Debit Processing Fee	0	$0.15	$0.00
Estimated Annual Cost of System			**$8,860.97**

Third-Party Hardware

Below is a list of **supported** peripheral hardware that may be needed by your organization when using the Membership and Point of Sale features of ACTIVE Net. You are welcome to purchase your own hardware from other sources, however our Support team is only required to answer hardware-related questions if the devices were purchased through ACTIVE.

The only piece of hardware that is ***REQUIRED and MUST be purchased from ACTIVE*** is a credit card processing terminal for staff-entered transactions. These devices are encoded specifically for ACTIVE Net to encrypt and protect your customers' information and credit card data. PCI regulations require secure credit card entry devices to maintain the security of cardholder data and PCI compliance.

**Unit prices are subject to change.*

Credit Card Mechanisms		
	Ingenico IPP320 – Pin Pad *EMV – Chip & Pin Credit Card Reader	$359.99/year
Digital Signature Pad for Waivers		
	Electronic Signature Pad Color 5.7 in (Dual Serial / HID USB Backlit) with Software	$853.55
	Tilt Stand	$225.00
Membership Hardware		
	DataCard SD260 ID Card Printer UltraCard PVC Cards, 30mil, 500 count SD 260 – Green Color Ribbon YMCKT 500 cards	$1,994.15 $51.85 $196.45
	Metrologic M9520 Barcode Scanner	$249.85
	Honeywell Orbital Scanner USB Pass Validation (MK7120-71A38 – USB)	$458.85
	Honeywell MK7580 Genesis Imager, 110V Stand build-in, USB *for smartphone scanning	$647.15
	MK7580 Cable, USB, Black	$35.70
	Microsoft LifeCam HD-3000	$78.55

Microsoft LifeCam	$133.55

Point of Sale Hardware

EPSON T-88V Thermal Receipt Printer	$506.00
Thermal Receipt Paper	$133.55

APG Series 4000 Cash Drawer	
Connects via the Thermal Receipt Printer	$270.30
Connects directly to the workstation	$350.45
Under Counter Mounting Bracket	$55.00

Data Centres and Security

Maintaining a Software-as-a-Service (SaaS) environment with market leading availability and security is a core strength of ACTIVE, and it's what sets us apart from other vendors. We maintain a private cloud in a state-of-the-art data centre and application infrastructure that is supported by a team of highly skilled, highly trained, technology professionals to keep your data always safe, secure and available.

Our primary data centre is designed to meet the Uptime Institute's Tier III data centre standards and incorporates multiple, active power and cooling distribution paths, has redundant components, and is fault tolerant; providing 99.98% availability of those functions. In the event of any local/regional blackouts or disaster, the data centre would continue to provide uninterrupted access. All of our Data centres hold a current SAS70 or SSAE16 certificate, which can be provided upon request.

Security

Data centre facilities have security guards on site 24x7. Closed circuit surveillance cameras have been installed on the interior and exterior of the buildings, as well as covering each colocation floor of the facilities. Video from these cameras is monitored locally and digitally recorded to disk for later review. The data centre is monitored around-the-clock by operations staff.

Customers wishing to access their servers must present valid identification (e.g., driver's license) to the security guards at the facility and be on a list that allows their access. Once their identity and access authority has been confirmed, the customer will be given the key to their rack and unescorted access into the colocation section of the facility. Electronic key readers have been installed at every entrance to the facilities. Every cabinet in the data centre is locked and access is controlled by the on-site security guard's key management system.

Network Security

Digital traffic into and out of the facility goes through multiple layers of firewall and denial-of-service hardware based protection using best-in-class equipment from manufacturers such as Juniper and Cisco. All network communication to the ACTIVE Network equipment is via SSL cryptographic protocol. This ensures information is secured at the transport layer, end-to-end, using 128-bit encryption keys. Application and data servers for each of our environments reside in their own segmented network environment, separated from network access by a DMZ that is protected by our own double layer of enterprise class firewalls.

Our team of Certified Information Systems Security Professionals (CISSP) uses a comprehensive suite of software and hardware tools to inspect network activity, watching for and protecting against any external threats.

Data Security

All customer account information is encrypted in the database and strong passwords are enforced by the application interface. Data access is only allowed through specific service accounts that have server and process specific permissions.

Our integrated application security architecture prevents anyone but the customer from accessing their data. This security model is reapplied with every request and enforced for the entire duration of a user session.

Systems Security

Our information security team is constantly apprised of new vulnerabilities from our technology vendors and security forums. Frequent infrastructure scans also serve to detect and notify staff of potential risks in our environment. Upon discovery, new risks are ranked in accordance to the National Vulnerability Database Common Vulnerability Scoring System. Remediation is prioritized according to the risk and can be fully tested and deployed within a matter of days if needed.

Anti-virus software is utilized on all company computers and servers and managed via a central management console that continually keeps the software and virus definitions up-to-date.

PCI Compliance

The PCI standards cover everything from network security, to application security, to background screening of our employees. We participate in Visa's Payment Card Industry (PCI) data security standards compliance audit and hold the highest available certification, a Level 1 Payment Processor Certification for all our payment processing.

Operations

Monitoring and Response

All systems required for supporting the application and services are fully monitored by a suite of tools. We perform monitoring, alerting and notification on multiple tiers of the technology architecture.

- Core Infrastructure Monitoring – Our entire technology stack is monitored 24x7.
- Customer Experience Monitoring – We implement a separate 3rd party service that continuously tests our web facing products for key functions from a variety of geographic locations, beyond our own data centres. Should error conditions occur in any of our monitoring tools, alerts are immediately forwarded to engineering staff for investigation and resolution.
- We also operate a network operations centre (NOC) that is fully staffed 7/24/365.

Data Protection and Recovery

We protect critical customer data contained in the database with backups on a regular basis throughout each day. We replicate both nightly incremental and full backups to a secondary server within the local data centre for online storage, and create tape backups for offsite storage. Online storage allows duplication of data to occur in near-real time versus the hours or days it may take to recover from tape-based media only.

All systems and services have the confidence of maximized uptime through the following:

- Fully Redundant Data Centre Facilities
- Replicated databases, redundant servers as well as offsite data storage
- Production Data protected by continual real-time mirroring, replication and digital backup
- Uninterruptible power supplies and generator backup for all production systems
- Back up timing:
  - Transaction Log – Every 10 minutes
  - Incremental Backup – Nightly
  - Full Backup – Weekly
  - Backup Storage – Every 2 months

Minimum Requirements for ACTIVE Net

ACTIVE Net requires the installation of several third-party applications to run optimally. The following applications* are supported for use with ACTIVE Net.

**This list gets updated as new versions are released and supported. Updates are provided as part of standard Release Notes for ACTIVE Net.*

ACTIVE Net Admin Portal (AUI) – Staff Interface

- **Microsoft Windows**: Windows 7, 8, and 8.1
- **Java**: version 7 update 76, 8 update 45 and 8 update 51
- **Adobe Reader**: 11.0.06 or later
- **Flash**: 12.0.0.44 or later
- **Browsers**:
  - Internet Explorer: 9, 10 or 11 (IE 9 is not supported for digital signature pads, ACTIVE Nets Insights and taking picture in ACTIVE Net.

ACTIVE Net Consumer Portal (CUI) – Public Interface

- **Microsoft Windows**: Windows 7, 8, and 8.1
- **Apple iOS**: Operating system 8.1 (registration module only)
- **Browsers**:
  - **Internet Explorer**: 10 or 11
  - **Google Chrome**: latest version
  - **Apple Safari**: On iOS devices

Contact Us

Please let us know if you need more detail on anything presented in this proposal or if you have any questions about ACTIVE or our solution, ACTIVE Net. We are always here to help answer questions.

Sincerely,

André Tessier, Senior Account Manager

ACTIVE Network
Tel: 800.661.1196 x. 1487
Mobile: 604.366.8741
andre.tessier@activenetwork.com

My ACTIVE is...
Family. Friends. Music. Travel. Golf

What's Your ACTIVE?

BookKing™ Empowering Communities *By Pacific Tier Solutions*

SaaS Implementation Agreement

Contract No: TOH_BK_CK_MK_PA_14042016_S

This Implementation Agreement is effective as of the start date on page 4 ("Effective Date") and is by and between the following parties, who, in consideration of the provisions of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, agree as follows:

Pacific Tier Solutions Incorporated ("PTS")
#103 – 415 Gorge Road East
Victoria, BC, V8T 2W1
Canada
Phone: (250) 384-8282
Fax: (250) 380-1172

Town of Hawkesbury ("Client")
600 Higginson St.,
Hawkesbury, ON K6A 1H1
Canada
Phone: (613) 632-0106
Fax: (613) 632-2463

The attached schedules, if specified (marked in the appropriate square), are applicable to and form a part of this Agreement:

☒ **SCHEDULE "A" – LICENCE OPTION**
☒ **SCHEDULE "B" – PTS MAINTENANCE AND SUPPORT POLICY**
☒ **SCHEDULE "C" – TRAINING**
☒ **SCHEDULE "D" – FEES**

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1. Definitions

1.1 "Agreement" means this Implementation Agreement, including any Schedules attached hereto and any addenda signed by both parties.

1.2 "Licensed Works" means the Book King™ on-line software modules including all printed or electronic materials and documentation, source code and object code in any human readable form and any and all Upgrades.

1.3 "Change Order Request" means those customizations made in order to meet Client requirements for using the Licensed Works that require modifications above and beyond the current version of the Licensed Works such as software programming or coding.

1.4 "Hosting" or "Host" refers to the terms and conditions under which the Licensed Works are hosted including the server location where the Licensed Works are electronically available for use via the Internet when PTS hosts Book King™ or via a Client's own Intranet or server when the Client hosts Book King™.

1.5 "License Option" means the license option selected by Client for use of the Licensed Works as per Schedule A, attached.

1.6 "License Fee" means the fee for a license to use the Licensed Works as per the License Option selected by the Client in accordance with Schedule D.

1.7 "Maintenance" means any and all correction of errors or fixing of bugs including the release of any updates or new versions incorporating the corrections or fix of bug(s) as specified in the PTS Maintenance and Support Policy attached as Schedule B hereto.

1.8 "Support" means all data transformation services provided by PTS to support the Licensed Works as specified in the PTS Maintenance and Support Policy attached as Schedule B hereto.

1.9 "Upgrades" means modifications, customizations, error corrections, maintenance releases and patches of or to the Licensed Works, as designated solely by PTS.

1.10 "SaaS" is a model of software deployment where an application is licensed for use as a service provided to customers on demand. On demand licensing and use alleviates the client's burden of equipping a device with every application. It also reduces traditional End User License Agreement (EULA) software maintenance, ongoing operation patches, and patch support complexity in an organization.

2. TERMS

2.1 Client agrees that all use of Licensed Works shall be in accordance with the Book King™ License Option selected in Schedule A attached hereto. In the event of any conflict between this Implementation Agreement and License Option, the provisions of the Implementation Agreement shall prevail.

2.2 PTS agrees to grant access to Client for use of Licensed Works in accordance with the License Option selected by the Client in accordance with Schedule A attached hereto. Client shall be responsible for ensuring that its operating environment meets the minimum system requirements and or server workstation requirements as set out in the License Option.

2.3 Client agrees to pay the License Fee to use Licensed Works in accordance with the License Option and specified in Schedule D attached hereto. All payments of License Fee shall be in Canadian currency unless otherwise agreed to by the parties. Client agrees that payment of all License Fees shall be due upon receipt of PTS invoice unless otherwise specified. Any payment not made within 30 days of receipt of the invoice shall accrue bear interest at a cumulative rate of one and one-half percent (1.5%) interest per month or the maximum interest permitted by law, whichever is less until such time as the full amount is paid. Licensee shall reimburse PTS for all reasonable costs (including lawyer's fees) PTS incurs in collecting any late payments from Licensee.

2.4 Client shall be responsible for paying all applicable taxes and custom duties relating to this Agreement or payments made under this Agreement. Applicable sales tax amounts (if any) are not included in the fees set forth in this Agreement. If Client is exempt from the payment of any such taxes, upon request of PTS, Client will provide PTS with a valid tax exemption certificate; otherwise, absent proof of Licensee's direct payment of such tax amounts to the applicable taxing authority, PTS will invoice Client for, and Client shall pay to PTS, all such tax amounts.

2.5 PTS shall provide maintenance and support to the Licensed Works in accordance with the PTS Maintenance and Support Policy attached as Schedule B hereto provided the Client continues to pay the License Fee as specified in Schedule D attached hereto. In the event that Client fails to pay the License Fee, PTS may terminate the Agreement in accordance with clause 2.13.

2.6 PTS shall provide training for the Licensed Works for the License Option in accordance with Schedule C attached hereto.

2.7 In the event that the Client requires a change to the Licensed Works, the Client shall initiate a Change Order Request ("COR") to PTS. Client agrees PTS is not required or obliged to undertake any work on a COR until PTS agrees in writing to undertake the COR.

2.8 Confidential Information will remain the property of the disclosing Party, and the receiving Party will not be deemed by virtue of this Agreement or any access to the disclosing Party's Confidential Information to have acquired any right or interest in or to any such Confidential Information. The receiving Party agrees: (i) to hold the disclosing Party's Confidential Information in strict confidence; (ii) to limit disclosure of the disclosing Party's Confidential Information to persons having a need to know the information for the purposes of this Agreement; (iii) not to disclose any such Confidential Information to any third party except third party consultants performing services for the receiving Party's benefit, provided such consultants are bound by a written non-disclosure agreement protecting such Confidential Information in a manner consistent with this Agreement; (iv) to use the disclosing Party's Confidential Information solely and exclusively in accordance with this Agreement to carry out its obligations and exercise its rights under this Agreement; (v) to afford the disclosing Party's Confidential Information at least the same level of protection as the receiving Party normally uses to protect its own confidential information of a similar character, but in no event less than reasonable care; (vi) to notify the disclosing Party immediately of any unauthorized use or disclosure of the disclosing Party's Confidential Information and cooperate with and assist the disclosing Party in every reasonable way to stop or minimize such unauthorized use or disclosure; and (vii) if the receiving Party is, or believes that it will be, compelled by a court or other authority to disclose Confidential Information of the disclosing Party, it shall give the disclosing Party immediate notice so that the disclosing Party may take steps to oppose such disclosure.

2.9 Client acknowledges that due to the unique nature of PTS's Confidential Information, PTS will not have an adequate remedy in money damages in the event of any unauthorized use or disclosure of the PTS's Confidential Information or the Licensed Works. In addition to any other remedies that may be available in law, equity or otherwise, PTS shall be entitled to obtain injunctive relief to prevent such unauthorized use or disclosure.

2.10 In the event of a dispute under this Agreement, the parties will make every attempt to resolve the matter amongst themselves. Should these efforts be unsuccessful, the parties agree to submit such a dispute to binding arbitration in accordance with the rules of the BC International Commercial Arbitration Centre except that the arbitration shall be held in Victoria, British Columbia and the parties shall make every effort to reduce the costs of such process.

2.11 Client shall not assign any of their rights and obligations under this Agreement without the express written consent of PTS. This Agreement shall be binding upon the Parties' respective successors and permitted assigns.

2.12 This Agreement shall continue unless terminated in accordance with Clause 2.13 below.

2.13 PTS may terminate this Agreement for any reason with 30 days written notice to Client. Client may terminate this Agreement for any reason with 60 days written notice to PTS. Either Party may terminate this Agreement upon material breach of this Agreement by the other Party, which if remediable, has not been corrected within sixty (60) days after written notice by the non-breaching Party which describes the breach in reasonable detail. Upon termination of this Agreement, the License and any other rights granted hereunder shall terminate. Upon the termination of this Agreement, all obligations of PTS to provide Support, Maintenance and other services shall immediately cease and all amounts owing under this Agreement shall be immediately due and payable. PTS will inform Client of the extent to which performance is completed and PTS will take steps to wind down work in progress in an orderly fashion during the notice period. Client will pay PTS for the services extended through the effective date of termination. Termination shall not limit either Party from pursuing any other available remedies. This Agreement shall terminate automatically in the event of bankruptcy or insolvency of either party, or mutual agreement of the parties to terminate.

2.14 Severability - If any provision of this Agreement or License is held to be unenforceable by a court of competent jurisdiction, all other provisions of this Agreement and the License shall remain in full force and effect.

2.15 Entire Agreement - This Agreement constitutes the entire agreement between the parties, and supersedes any written or oral agreements between the parties; may not be amended except in writing signed by both parties.

2.16 Governing Law – This Agreement shall be interpreted and applied in accordance with the laws of the Province of British Columbia and Canada as applicable. The United Nations Convention on Contracts for the International Sale of Goods (1980) does not apply.

2.17 This Agreement may be executed by facsimile and in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

2.18 Client assumes total responsibility for Client's and Client's users' use of and access to the internet through or in connection with the Licensed Works, Support, Maintenance, services or any equipment provided by PTS. Client understands, and acknowledges and agrees that the Internet is accessible by persons who may attempt to breach the security of the Licensed Works and/or Client's network and computers. PTS HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR SUCH ACTIONS AND CLIENT'S AND CLIENT'S USERS ACCESS THE LICENSED WORKS, SUPPORT, MAINTENANCE AND SERVICES AT CLIENT'S RISK.

2.19 PTS and Client are entering this Agreement as independent contractors, and this Agreement will not be construed to create a partnership, joint venture, franchise or employment relationship between them and no relationship of exclusivity is created hereby.

2.20 The parties shall adhere to all applicable laws and regulations regarding the export of technical information.

2.21 No delay or default in performance of any obligation by either Party shall constitute a breach of this Agreement to the extent caused by a *force majeure*.

2.22 Formal notices required or permitted by this Agreement shall be in writing and shall be delivered by hand, by facsimile, or by double registered mail:

To Licensor **Pacific Tier Solutions**
#103 – 415 Gorge Road East
Victoria, BC V8T 2W1
Canada

To Licensee **Town of Hawkesbury**
600 Higginson St.,
Hawkesbury, ON K6A 1H1
Canada

2.23 The parties agree that the prevailing party to any dispute pursuant to this Agreement shall be entitled to reimbursement of all costs and expenses of the dispute, including lawyer fees and disbursements.

2.24 The waiver of either Party of strict observance or performance of any term of this Agreement shall not be deemed to be a waiver of any subsequent failure to observe or perform any such term.

Agreed to and accepted by:

PACIFIC TIER SOLUTIONS INCORPORATED

Greg Strong

Authorized Signatory

Greg Strong
Print Name

April 13, 2016
Date Signed

Town of Hawkesbury

Authorized Signatory

Print Name

Date Signed

Start Date ("Effective Date")

SCHEDULE A -LICENCE OPTION

APPENDIX 1 – SAAS LICENSE

PACIFIC TIER SOLUTIONS INCORPORATED (the "Licensor") has developed Book King™, the online software modules ("Licensed Works") that are available via the Internet or to be installed on a client server. By using Licensed Works, You, the Licensee are agreeing to be bound by the terms and conditions of this License Agreement (the "Agreement"). Should Licensee not wish to be bound by the terms and conditions of this Agreement, the Licensor will return your fees and Licensee shall return all the materials associated with the Licensed Works without keeping any copies thereof for a full refund.

The terms and conditions of this Agreement between the Licensor and You, the Licensee, are as follows:

A. DEFINITIONS

"Agreement" shall mean this document including its preambles and any appendices.

"Licensed Works" shall mean the Book King™ online software program including all the printed or electronic materials and documentation, source code, object code and any upgrades.

"Effective Date" shall mean the date of the execution of the Implementation Agreement or at a date mutually agreed to by the parties.

B. GRANT OF RIGHTS

1. Grant - The Licensor shall grant to the Licensee a non-exclusive, non-transferable right to access and use the Licensed Works only in accordance with the terms of this Agreement. In granting this license, the Licensee acknowledges and agrees that Licensor shall be responsible for providing access to of the Licensed Works. To access the Licensed Works, the Licensor shall provide to the Licensee a URL subject to the Licensee's workstation requirements and an initial login to the Licensee that the Licensee shall change.

2. Conditions of Grant - The rights granted by the Licensor to the Licensee under clause 1 shall be subject to the following conditions.

The Licensee shall:

a. maintain the login and password for accessing and using the Licensed Works and ensure its security;

b. use the Licensed Works only in accordance with the form, conditions and prescribed as set out in the Licensed Works;

c. not copy the Licensed Works in whole or in part in any manner whatsoever to any third party;

d. not translate, modify or adapt Licensed Works or the processes, concepts or methods of the Licensed Works without prior written approval of the Licensor;

e. not attempt to compile, decompile or reverse engineer the Licensed Works; except Licensee may modify the Licensed Works as specifically permitted in the documentation;

f. not modify or alter in any way the page layout or navigation bars contained in the Licensed Works except as permitted in the Documentation;

g. not allow or permit the Licensed Works to be displayed, viewed, framed or otherwise used by, through, or in connection with any third-party sponsor- or advertising-based application or service;

h. not use the Licensed Works in a service bureau or time-sharing arrangement, or otherwise allow direct or indirect use (including over the Internet) of the Licensed Works by any third party;

i. not attempt to create derivative works based on the Licensed Works;

j. not distribute, rent, reproduce and redistribute the Licensed Works to any third party without the prior written consent of the Licensor, and

k. take all reasonable steps to prevent the pirating of the Licensed Works.

3. Right to Sub-License - The Licensee shall not have the right to sub-license, sell, rent, lease, or give the Licensed Works in whole or in part to a third party.

4. Ownership of Licensed Works - The Licensee acknowledges and agrees that the Licensor retains all rights and benefit over and to the Licensed Works. The Licensor retains ownership of the Licensed Works and all subsequent copies, enhancements, upgrades or versions of the Licensed Works. This Agreement shall not in any manner constitute a sale or transfer of any right, title or interest in the Licensed Works. The Licensed Works are protected by copyright laws, multilateral and bilateral agreements and international treaty.

5. Ownership of Data – The Licensor acknowledges and agrees that the Licensee retains all right and benefit over and to data entered into the Licensed Works. This Agreement shall not in any manner constitute a sale or transfer of any right, title or interest in the data of the Licensee.

6. Copyright and Trademarks -The Licensee shall not modify, change or adapt the Licensor's proprietary information, copyright or trademarks embedded within the Licensed Works, such as the mark "Book King™". All proprietary notices, trademarks and logos in, on or fixed to Licensed Works or documentation shall be duplicated by Licensee on all copies or extracts thereof and shall not be altered, removed or obscured. The Licensee also agrees that this License grants no right, title, or interest in, any of the proprietary information, copyright or embedded trademarks. The Licensee agrees not to:

a. challenge the Licensor's ownership or use of the proprietary information, copyright and trademarks embedded within the Licensed Works;

b. attempt to register any of the copyright or trademarks or any mark or logo substantially similar thereto; or

c. incorporate any of the proprietary information, copyright or trademarks into their own products, services, trademarks, product names, service marks, company names or domain names without the prior written consent of the Licensor.

7. Reservation - All rights not expressly granted by the Licensor to the Licensee under this Agreement are reserved by the Licensor.

C. TRAINING

8. Licensor shall provide the training to Client for the Licensed Work as specified in Schedule C attached hereto. Client may request additional training provided Client pays the training rate and expenses as set out in Schedule C attached hereto.

D. LICENSE FEES

9. Licensee shall pay the monthly license fee as specified in Schedule D attached hereto and such license fee shall include all maintenance, support and service level fees.

E. HOSTING

10. Licensor shall provide hosting of the Licensed Works in accordance with the terms and conditions of its selected ISP unless otherwise agreed to by the parties. All hosting fees shall be incorporated into the License Fee unless the Licensee opts to undertake its own hosting of the Licensed Works and then the Licensee shall assume all costs and responsibility for such hosting services.

F. LIMITED WARRANTY

11. Limited Program Warranty. Licensor warrants that the Licensed Works, when used as specified will operate in all material respects in conformity with its documentation, and the Licensed Works media shall be free from material defects. Licensee's sole remedy, at Licensor's sole option, in the event of nonconformity of a Licensed Works will be replacement of the nonconforming Licensed Works or portion thereof within a commercially reasonable period of time.

12. Third Party Components. Licensee acknowledges that certain components of the Licensed Works include third party components that are owned by third parties and have been incorporated in accordance with such third party license agreements.

13. Disclaimer of Warranties. The limited warranties in Sections 10 and 11 above are made to Licensee exclusively and are in lieu of all other warranties. No third party beneficiary is intended by this Agreement. LICENSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED WORKS OR SERVICES INCLUDING HOSTING OF THE LICENSED WORKS TO BE PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION: (I) ANY WARRANTY THAT THE LICENSED WORKS, SERVICES OR HOSTING OF THE LICENSED WORKS OR ANY RELATED MATERIALS ARE ERROR-FREE OR COMPATIBLE WITH ANY EQUIPMENT OR SOFTWARE CONFIGURATIONS UNLESS EXPRESSLY STATED IN ANY DOCUMENTATION PROVIDED TO LICENSEE BY LICENSOR; (II) ANY WARRANTIES OF TITLE; (III) ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT; AND (IV) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO WARRANTY IS MADE REGARDING THE RESULTS THAT WILL BE OBTAINED FROM ANY PROGRAM OR SERVICE OR THAT ANY OR ALL ERRORS IN THE PROGRAM WILL BE CORRECTED, OR THAT THE PROGRAM'S FUNCTIONALITY WILL MEET LICENSEE'S REQUIREMENTS. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY LICENSOR, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE OR ALTER A WARRANTY OR REPRESENTATION.

G. LIMITATION OF LIABILITY

14. LIMITATION OF LIABILITY. THE TOTAL LIABILITY, IF ANY, OF LICENSOR, INCLUDING, BUT NOT LIMITED TO, LIABILITY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY, CLAIMS BY THIRD PARTIES OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE AMOUNT OF LICENSEE'S ACTUAL DIRECT DAMAGES UP TO THE AMOUNT THAT LICENSEE PAID LICENSOR FOR THE LICENSED WORKS OR SERVICES THAT ARE THE SUBJECT OF THE CLAIM. IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE (IN THE AGGREGATE FOR ALL CLAIMS) FOR MORE THAN THE AMOUNT PAID BY LICENSEE TO LICENSOR UNDER THIS AGREEMENT.

15. Exclusion of Damages. In no event will either Party, or any person or entity involved in the creation, manufacture or distribution of the licensed works, services or other materials provided under this Agreement, be liable for: (i) claims or damages resulting from the failure of the other Party or its affiliates or suppliers to perform their responsibilities; or (ii) any claims or demands of third parties; or (iii) any indirect, incidental, special, exemplary, punitive or consequential damages, including loss of profits, revenue, business, data, savings or use or cost of procurement of substitute goods incurred by either Party or any third party, whether in an action in contract, tort or any other legal theory or based on a warranty, even if such Party or any other person has been advised of the possibility of such remedies, relief or damages.

H. VIRUSES

16. Licensor shall use commercially reasonable efforts to ensure that no computer viruses or other contaminants, including any codes or instructions that may be used to access, modify, delete, damage or disable Licensee's computer system (individually referred to hereinafter as a "Virus", and collectively as "Viruses") (a) are contained within the Licensed Works, or (b) are coded or introduced into the Licensed Works, or into Licensee's systems by Licensor. At a minimum, Licensor will use commercially released virus checking software (updated with the most current virus definitions then available) to check any electronic versions of Licensed Works before providing access to them to the Licensee.

I. TERM AND TERMINATION

17. Term. This Agreement will continue in full force and effect unless the Implementation Agreement expires or is terminated or this Agreement is terminated earlier in accordance with Section 18 below.

18. Termination by Either Party. Either Party may terminate this Agreement upon material breach of this Agreement by the other Party, which if remediable, has not been corrected within sixty (60) days after written notice by the non-breaching Party which describes the breach in reasonable detail. Upon termination of this Agreement, the License and any other rights granted hereunder shall terminate, Licensee shall immediately cease use of the Licensed Works (whether or not modified or merged into other materials) and Licensee shall certify in writing to Licensor, within fifteen (15) days of any termination of this Agreement, that all copies of the Licensed Works (in any form or media) and all Confidential Information have been permanently destroyed or returned to Licensor. Termination shall not limit either Party from pursuing any other available remedies.

19. Termination Upon Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party if: (i) all or a substantial portion of the assets of the other Party are transferred to an assignee for the benefit of creditors, or to a receiver or a trustee in bankruptcy; or (ii) a proceeding is commenced by or against the other Party for relief under bankruptcy or similar laws.

J. GENERAL TERMS

20. ***Time of the essence*** - Time shall be of essence in this Agreement.

21. ***Assignment*** - The Licensee may not assign the License or any rights granted herein in any manner without the prior written consent of the Licenser.

22. ***Waiver of Rights*** - The waiver of the Licensor of strict observance or performance of any term of this Agreement shall not be deemed to be a waiver of any subsequent failure to observe or perform any such term.

23. ***Notice Provisions*** - Formal notices required or permitted by this Agreement shall be in writing and shall be delivered by hand, by facsimile, or by double registered mail.

24. ***Governing Law*** – This License shall be interpreted and applied in accordance with the laws of the Province of British Columbia and Canada as applicable.

25. ***Severability*** - If any provision of this License is held to be unenforceable by a court of competent jurisdiction, all other provisions of this License shall remain in full force and effect.

26. ***Entire Agreement*** - This Agreement constitutes the entire agreement between the parties, and supersedes any written or oral agreements between the parties; may not be amended except in writing signed by both parties; may not be assigned by the Licensee or may not be sublicensed except in accordance with this Agreement.

27. ***Legal Fees*** – The parties agree that the prevailing party to any dispute pursuant to this Agreement shall be entitled to reimbursement of all costs and expenses of the dispute, including lawyer fees and disbursements.

28. ***Confidentiality Agreement*** – PTS shall not use, disclose or share personally identifiable information collected and stored on the hosted server (Client Data), with any third party, except as required by law, or with the prior written permission of the Licensee. Client Data shall not be accessed, processed or stored in the United States of America or any country outside of Canada. PTS shall take reasonable precautions to preserve the integrity of Client Data and upon discovery of any unauthorized breach of security, shall notify the Licensee of the same. Upon termination of this Agreement, PTS shall provide the Client Data to the Licensee upon request of Licensee and upon payment of the designated fee.

SCHEDULE B – PTS MAINTENANCE AND SUPPORT POLICY

[Note: The definition of maintenance and support for the purposes of this policy are as set out in the Definition section of the Implementation Agreement]

1. **Maintenance and Support for SAAS License**

   a. Maintenance – PTS shall provide on-going maintenance to the Licensed Works as follows:
   - **(i)** Product upgrades including fixing bugs and new functionality;
   - **(ii)** Backup including rotating backups;
   - **(iii)** Recovery; and
   - **(iv)** Database Optimization.

   b. Support – PTS shall provide on-going support to the Licensee to access the Licensed Works in accordance with our service level standards set out in 3 below in the form of technical support by telephone or email and via PTS's toll free support line.

   c. Hosting -PTS will define the Software network and systems architecture and in turn specify which hardware or software, or both, is required to perform the PTS Hosting Services. PTS will:
   - **(i)** procure, at its cost and expense, hardware or software, or both, used to meet PTS's obligations under this Agreement,
   - **(ii)** maintain and support platform operating systems, including required patches;
   - **(iii)** periodically review and apply new patches for operating systems as necessary to perform the PTS Hosting Services;
   - **(iv)** PTS will monitor server utilization levels and acquire additional hardware as necessary to perform the PTS Hosting Services;
   - **(v)** PTS will carry spare parts inventory in sufficient quantities to support the PTS Hosting Services. The spares will not include CPU or memory which shall be provided to PTS under its support contract with the relevant hardware vendor;
   - **(vi)** PTS will ensure server and database architecture configuration shall be highly secured through the utilization of a hardened server architecture which is based upon open standards;
   - **(vii)** PTS will provide System Reports to Client when requested. The Reports accessible by Client will include Client Usage Reports;
   - **(viii)** PTS will perform data backup with rotation to storage occurring as follows:
     1. Hot (partial) backups of the database shall be performed at a minimum of daily intervals.
     2. Full backups of the web servers shall be performed at a minimum of weekly intervals.
     3. Incremental backups of web server shall be performed daily.
     4. Cold (full) backups of the database shall be performed at a minimum of weekly intervals as part of the scheduled maintenance window.
   - **(ix)** Recovery requests shall be completed within 8 hours using the most recent version of the backup. Backups consist of data, databases, applications, and all configuration pieces required to restore the Client data.

APPENDIX 1 – SAAS HOSTING SERVICE AND PERFORMANCE LEVEL STANDARDS

1 SERVICE INTERRUPTION STANDARDS

In the event of Downtime as Client's sole and exclusive remedy and PTS's sole and exclusive liability, the Fees shall be reduced as follows:

a. For the first 60 minutes of Downtime during Normal Business Hours or the first 6 hours of Downtime outside of Normal Business Hours ("**Initial Downtime**"), PTS will credit Client's account for one day of service.

b. For each 8 hour period of Downtime per day in addition to the Initial Downtime, PTS will credit Client's account as follows:

Service Standard	Availability	Total Monthly Credits (Not prorated)
2% below standard	>97.7%≤ 99.6%	5%
4% below standard	>95.7%≤ 97.7%	10%
6% below standard	>93.7%≤ 95.7%	20%
8% below standard	>91.7%≤ 93.7%	30%
<8% below standard	≤ 91.7%	40%

For the purposes of this Agreement, "Downtime" means any interruption in the availability of PTS Hosting Services to Client (excluding scheduled interruptions of which Client is notified 48 hours in advanced), only if the interruption is due either to:

a. an error in the Software, or
b. failure of the PTS System (but not including problems associated with Internet connectivity).

Downtime begins upon Client notification to PTS of the interruption, either by speaking directly with a PTS Client service representative or recording a voice mail message in the PTS Client service voice mail box, and continues until the availability of the PTS Hosting Services is restored to the Client.

This document describes the performance specifications for the PTS Hosting Services for hosted Software.

2 DEFINITIONS

In this Appendix, the following terms shall have the meanings set forth below:

"**Client Usage Reports**" means a summary of Client's use of the Software and the quantity and handling of the Client's Data routed to the PTS System

"**Network Availability**" means the percentage of time that the PTS System is available to carry network traffic between the Software and the Point of Access.

"**Point of Access**" means PTS's border router which is used to establish connectivity from the PTS System to its Internet service provider and the public Internet.

"**PTS System**" means the entire physical operation(s) provided to host the Software. This includes all networks and servers, hardware and software utilized in the provision of Services located behind the Point of Access.

"**Server Availability**" means the percentage of time that the servers used to host the Software are operational and are successfully executing the necessary web and database server software.

"**Software Availability**" means the percentage of time that the hosted Software is accessible by the Client. Software is accessible unless there is a complete loss of access by the client.

"**System Availability**" means the availability of the Software combined with the availability of the PTS Systems, for access by Client to receive the PTS Hosting Services.

"**System Availability Period**" means the time period of 24 hours per day, 7 days per week less the System Maintenance Period.

"**System Maintenance Period**" means the time period during which Software access and PTS Hosting Services are not available because of required system maintenance, upgrades, and other PTS System's hosting requirements.

"**System Reports**" means a summary Software access reports and summary reports of Server Availability, System Availability, Software Availability and Network Availability.

3 PTS SYSTEM AND PERFORMANCE STANDARDS

3.1 The PTS System includes

- Dell SonicWall Hardware Firewall
- Dell high performance server cluster.
- Microsoft Windows Server 2008
- Centralized SAAN storage system with RAID technology across 6TB of total storage.
- Dedicated backup server.
- Virtualized load balanced environment.
- IIS 7.x, Application level Encoded Password Authentication
- 7 X 24 X 365, 99.7% uptime
- Rotating daily and weekly backups
- Network Performance/Traffic Monitoring and Reporting
- Air-conditioned / UPS Uninterruptible Redundant Power Supply / Backups Server Power Supplies & Hard Drive
- Hosted in a Tier 1 Data Center in Canada.
- Tested Recovery Plan

3.2 PTS will deliver Software access through the PTS Hosting Services on the PTS System up to and including the Point of Access. PTS will monitor and manage capacity to endeavor to meet commitments concerning disk space, CPU usage; system alarms, connectivity (routers and firewalls) and bandwidth are within operating parameters.

The PTS Hosting Services must meet the following performance standards as measured monthly, excluding any System Maintenance Period:

	Availability	Variance
Server	99.7 %	+0.3% and – 1.99%
System	99.7 %	+0.3% and – 1.99%
Software	99.7 %	+0.3% and – 1.99%
Network	99.7 %	+0.3% and – 1.99%

3.3 When emergency maintenance that results from hosting server, network or other PTS System' failure is required and where the circumstances permit, PTS will provide to Client a reasonable amount of lead-time and arrange with the Client a solution that lessens the impact on Client.

3.4 PTS will provide e-mail notification to the Client before scheduled maintenance windows and as soon as possible in the event of emergency maintenance.

4 PROBLEM RESOLUTION STANDARDS

4.1 PTS will respond to hosting issues or incidents that have been reported by the Client within the time parameters described as follows:

- During Business hours within 1 hour
- After Business hours within 6 hours

PTS will provide live telephone support to Client 24-hours-a-day, seven-days-a-week by a trained PTS Client support representative as follows:

- During regular hours of operation (Monday – Friday 0730 – 1700 hrs Pacific Time):
  - Phone: 1-888-599-8282
  - Email: **support@bookking.ca**
- After hours support:
  - Phone: 1-888-599-8282

5 NETWORK ARCHITECTURE

5.1 PTS will contract with its Internet service provider(s) to ensure that network packet loss does not exceed 1% from the Point of Access to the termination point of the Internet Service PTS's uplink to the public Internet.

5.2 PTS will maintain the networking equipment included in PTS System.

5.3 The PTS System shall support public Internet access through diverse paths and routing to enable disaster recovery.

5.4 Network packets shall travel the round-trip length of the PTS System in 80 milliseconds or less, measured using a standard ping test from a designated Software database server to the end of the Point of Access.

5.5 PTS will deploy a firewall to filter out network traffic that is not accessing the Software and load balancing devices. The servers to which the load balancer is directing traffic shall not receive packets directly from the Internet. The PTS System shall include reasonable attacker defenses and security measures. The PTS System shall be configured with reasonable security measures concerning data theft and unauthorized network access from other subnets within PTS.

5.6 Unauthorized traffic between Client and other software that is hosted on PTS System shall be denied.

SCHEDULE C- TRAINING

A. SAAS LICENSE

PTS provides training for the SaaS License in the form of **nineteen hours** of Administrator Level user training and as required assistance to determine data configuration for the Licensed Works. Training provided via the telephone.

B. ADVANCED TRAINING

PTS offers additional training to Licensee at their request at the then current training rates available on the PTS website.

SCHEDULE D – FEES

A. SaaS LICENSE FEES

License Fee

Modules	Features	Set Up Fee	Monthly Fee
Book King Scheduling Module – Complete	• Ability to configure **50 Facilities*** • Facility/Resource Conflict & Booking Rules • Service Scheduling & Monitoring • Document Management and Digital Signature Request System • Approvals and Notifications	**$399.99**	**$169.99**
Book King Registration Module – Complete	• Ability to configure **150 courses/events annually** • Location Management • Wait List Management • Instructor Management • Attendance & Completion Tracking • Document Management and Digital Signature Request System • Course Enrollment Filters	**$399.99**	**$169.99**
Book King Registration Module – Add-On	• Ability to configure an additional **50 courses/events annually**	**$0.00**	**$50.00**
Book King Membership Module – Complete	• Up to **1000** Active Memberships • Integrated Invoicing & Reporting • Individual / Family Memberships • Time Based / Punch Cards • Membership Sale Filters • Printable Photo ID Cards • Multiple Check In Terminal Support • Recurring Credit Card Payments • Document Management and Digital Signature Request System	**$399.99**	**$169.99**
Book King Membership - Add On Options	• Card Design - Template with Logo and Name	**$99.99**	**$0.00**
Book King - Add On Options	• Bi-Lingual Support ~~($50.00/Month)~~	**$0.00**	**$0.00**
Book King Public Access Module	• Provides Public Access to your Book King Modules • Publicly Accessible Website • Simple Content Management • Online customer self service	**$299.99**	**$150.00**

	• Calendar Views		
Book King E-Commerce	• E-commerce setup	**$299.98**	**$0.00**
General Ledger Coding and Exporting	• Exports a custom file specifically designed for importing into your VADIM iCity financial system	**$800.00**	**$0.00**
Total		$2699.93	$709.97
Discount	• Four Module 15% Discount	$0.00	($106.49)
Grand Total		**$2699.93**	**$603.48**

B. SaaS License Terms

The Licensee shall pay PTS a SaaS Set-Up fee in the sum of **$2699.93 CAD** ("Set-Up Fee") upon execution of the implementation agreement.

The Licensee shall also pay PTS a monthly SaaS Access fee in the sum of **$603.48 CAD** ("Access Fee"), payable on invoice, in advance for each quarter of service provided.

Pricing excludes applicable taxes. Prepaid fees are non-refundable.

[Note: maintenance, support and service level fees are incorporated in the license fee.]

Card Present Transaction Costs

NXGEN Canada has a $15.00 monthly fee for card present merchant accounts. Credit Card fees include a 2.3 % transaction fee plus $0.10 per transaction. A $0.10 flat rate is charged for debit. Ingenico ICT250 or IPP320 Pin pads are $30 per month each.

E-Commerce

A Monthly Merchant Account/Gateway fee of $15.00 is collected by the bank via EFT. Transaction fees and credit card processing fees are not included in the One Time SaaS Set-Up Fee or SaaS Monthly Fees. The Merchant account agreement includes a flat 2.5% credit card processing fee and $0.49 gateway transaction fee.

MINDBODY

OVERVIEW
TOUR
FEATURES
PRICING
PAYMENTS
SERVICES
GET STARTED

Which software level is right for you?

The decision to run your own business is the beginning of a personal and professional journey. At MINDBODY, we share your journey and have crafted our software products to match where you are and anticipate where you want to be.

Choose the level that best matches your goals today and helps you bring your vision to life tomorrow.

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Proactively manage your business, simplify tasks, offer more services, and analyze results.

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Your clients can check in to class from an iPad with this free app for your front desk

MINDBODY Express®

Manage your business from an iPhone, iPad, or Android device

Class & Appointment Scheduling

Both

Workshop & Event Scheduling

Retail Point of Sale

Sell your products and services—every transaction is recorded and secure

Staff Profiles

Schedule and manage multiple staff members, and give each a personal login

Room & Equipment Scheduling

Assign rooms and equipment to your services

Automated Emails & Texts

Send reminders and notifications via email and text

Memberships	+ advanced options Advanced options let you run memberships reports
Autopay Billing Set up automatic payment plans	
Reporting Crunch numbers and track trends on sales, clients and staff	90
Unlimited Support Customer Support Team and online help resources available whenever you need them	
Personalized Setup & Training 1-on-1 appointments with an Onboarding Specialist	
Custom API Access Allow a developer to build a custom integration	
Custom Mobile App We'll create a custom app for your customers to use	
MBU on Demand Subscription Learn how to use your software to optimize your schedule, attract and retain clients, manage staff and more with online courses	

MORE DETAILED COMPARISON

SCHEDULING

Waitlists

Add clients to a waitlist when your appointment schedule, classes or workshops are full

Facebook Appointment Booking

Allow clients to book appointments through your Facebook page

Automated Scheduling Emails & Texts

Confirmations, reminders, and notifications for bookings and cancellations

Advanced Online Booking Options

Set when clients can book your services online (e.g., 30 minutes before class)

MARKETING

MINDBODY Marketing Platform

Promote your intro offers as deals through the MINDBODY App when you opt in, and only pay for results.

Marketing Lists

Export email lists and prepare mailing labels

Advanced Reporting

90 reports available on sales, clients, staff, and payment processing

Promotion Codes

Offer deals and discounts at your point of sale and online with promotional codes

Referrals & Rewards

Mobile Dashboard

View metrics on your phone or tablet using the MINDBODY Express® app

CLIENT MANAGEMENT

Live Chat

Profiles

Personal information, visits, purchases and more

Shared Memberships

Clients can share memberships and set up pays-for relationships between accounts

Alerts

Set popup notifications about clients and their accounts

Tagging & Sorting

Categorize clients for tracking, reporting, and targeted marketing

Class Assessments

Create tests for clients so you can track their results in class over time

STAFF MANAGEMENT

Hourly Time Clock & Pay Rates

Tips

Sales Commissions

Staff Permissions

Determine which staff can perform certain functions within your software

Payroll Integration

Export payroll information into formats compatible with ADP, Paychex and Exact

Sales Reps

Set up staff as sales reps and assign them to prospective clients

Class Assistants

Schedule assistant instructors and

assign assistant pay rates

Google Calendar Integration

POINT OF SALE

Online Store Clients can buy from you anytime —sell online or through the app	Products & Services
Credit Card Processing Take credit card payments directly through the software with MINDBODY Payments.	Recommended
Direct Debit Processing ACH, PAP and DDA	Optional
Gift Cards	
SpaFinder Wellness Program Accept SpaFinder gift cards and be listed in their network	
Product Inventory Tracking	
Purchase Orders	
Print Barcodes	
Calculate Shipping Charges USPS, UPS, and FedEx	

USPS, UPS, and FedEx

Talk to an expert

We'll help you find the plan that's right for you.

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Live Chat

Q Will you ever look at my data? Or share it with anyone?

Please reference our Privacy Policy for a detailed outline of if, how and when we collect, use and disclose subscribers' business data and/or personal information.

Q Can I import data from another software?

Yes, we provide data conversion from your previous system if you are converting data from an established software product. Your first conversion is free, so let your sales rep know if you are interested. Please note that we do not provide data conversions for Solo.

Q Is my data safe and secure?

Yes, data security is our highest priority. We employ numerous, redundant data safety systems and follow strict PCI compliance procedures to ensure that all of our subscribers' data, including your clients' credit card information, receives the highest level of protection possible.

Q What are your technical support hours?

For all of our subscribers, our online Support Center is updated daily and provides online

walkthroughs of each feature. MINDBODY provides unlimited technical support for the life of your subscription. If you need extra help, we're available whenever you need us via phone, chat, or email.

Q Beyond technical support, how can I get ongoing help with the software?

Consider our Premium Services. You'll build a relationship with a product expert who gets to know your business through regular 1-on-1 consultations and helps you get the most out of the software.

Q Can someone set up the software for me?

Yes. To get the software up and running quickly, consider our Jump Start setup and configuration option. A MINDBODY product expert will take care of the manual work and tailor the software to your needs.

Don't see your question here? Let's talk.

1 (877) 755-4279

We'll set up a personalized demo just for you.

First Name*

Last Name*

Business Name*

Email*

Phone*

Select Your Industry*

How many Professionals?*

GET A DEMO

*required fields

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