

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

Fourth Amendment

THIS AMENDMENT (this “Amendment”) is made as of **April 10, 2024** in San Francisco, California, by and between **Active Network, LLC** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to update standard contractual clauses;

NOW, THEREFORE, Contractor and the City agree as follows;

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term “Agreement” shall mean the Agreement dated **January 1, 2016** between Contractor and City, as amended by the:

First Amendment,	dated December 11, 2017.
Second Amendment	dated December 27, 2019.
Third Amendment	dated February 28, 2022.

1b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2b. Appendix C-1 Line 8 of Schedule Quote Number 00123710 (“ACTIVENet – Public Interface Fee Set up – absorbed by client”) is deleted in its entirety.

2c. Schedule Quote Number 00133062. Schedule Quote Number 00133062 is hereby attached and incorporated into this Agreement as though fully set forth herein and together from the complete Agreement between the Parties.

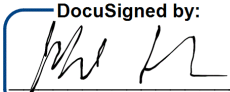
3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **April 10, 2024**.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

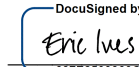
CITY

Recommended by:

DocuSigned by:

Phil Ginsburg
General Manager
Recreation and Park Department

CONTRACTOR

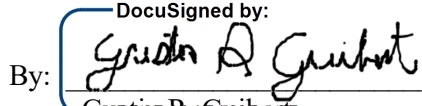
Active Network, LLC

DocuSigned by:

Eric Ives
President
5850 Granite Pkwy., Suite 1200Plano, TX 75070

City vendor number: 0000029881

Approved as to Form:

David Chiu
City Attorney

DocuSigned by:

By: Guston R. Guibet
Deputy City Attorney

Approved:

DocuSigned by:

Shawn Peeters
Director of the Office of Contract Administration, and
Purchaser



Schedule

This is a Schedule pursuant to that certain Software as a Service Agreement (Agreement) entered into between Active Network, LLC (Active) and SAN FRANCISCO RECREATION & PARKS (Client) with an effective date as of 12/17/2016.

Company Address	3400 N Central Expressway, Suite 300 Richardson, TX 75082 US	Created Date	4/9/2024
		Quote Number	00133062
		Currency	USD
Prepared By	Deborah Angel	Contact Name	Anne Marie Donnelly
Opportunity Owner	Scott Yeske	Phone	4158312764
Owner Email	scott.yeske@activenetwork.com	Email	annemarie.donnelly@sfgov.org
Bill To Name	SAN FRANCISCO RECREATION & PARKS	Ship To Contact	Anne Marie Donnelly
Bill To Contact	Anne Marie Donnelly	Ship To Address	Attn: Anne Marie Donnelly 601 Stanford Street San Francisco, CA 94117 United States
Bill To Address	Attn: Anne Marie Donnelly 601 Stanford Street San Francisco, CA 94117 United States		

Product	Product Type	Quantity	Total Price*	Sales Price
ACTIVENet - Public Interface - Fee Set-up (Passed to Participant)	SaaS	1	USD 0.00	USD 0.00
ACTIVENet - Staff Interface - Credit Card (Passed to Participant)	SaaS	1	USD 0.00	USD 0.00

Active reserves the right and may take additional measures to verify Client's account which may consist of reviewing publicly available data and/ confirmation of Client provided information. Such verification measures will be completed in advance of remittance.

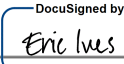
All fees described herein are in consideration of the Products that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User.

The payment options we offer may include MasterCard, Visa, American Express and Discover.

If your order includes hardware, please note that all hardware orders have a 30-day return policy, and it is recommended that you inspect your purchases upon delivery.

*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

Capitalized terms used in this Schedule and not defined have the meaning set forth in the General Terms or Product Terms, as applicable.

Quote Acceptance Information	
Client	Active Network, LLC
Signature:	Signature:  DocuSigned by: 687E2509860C4EC... CN
Printed Name:	Name: Eric Ives
Title:	Title: Authorized Signatory
Date:	Date: 05/28/2024