

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

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of December 27, 2019, 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 extend performance period;

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.

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:

2a. Section 4. Section 4 **Term of the Agreement** of the Agreement currently reads as follows:

- 4. Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **January 1, 2018 to January 1, 2020** (the "Initial Term"). One year prior to the conclusion of the Initial Term the parties may mutually agree in writing to extend the term of this Agreement for additional two year terms under the same terms and conditions set forth herein (each a "Renewal Term"). This Agreement shall become effective on the Effective Date.

Such section is hereby amended in its entirety to read as follows:

- 4. Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **January 1, 2016 to January 1, 2022** (the "Initial Term"). One year prior to the conclusion of the Initial Term the parties may mutually agree in writing to extend the term of this Agreement for additional two year terms under the same terms and conditions set forth herein (each a "Renewal Term"). This Agreement shall become effective on the Effective Date.

2b. Section 12. Section 12. **Compensation** of the Agreement currently reads as follows:

12. Compensation. The implementation and training fees shall be a one-time fee of fifty-four thousand six-hundred dollars and no cents (\$54,600.00). The fee shall be paid following Acceptance. City will be billed by Contractor on a monthly basis per the Active Net fee breakdown below based on the Active Net system report.

Compensation shall be made monthly payments on or before the 31st day of each month for work, as set forth in Section 4 of this Agreement for Services performed as of the 31st day of the immediately preceding month. During the Initial Term, in no event shall the amount of this Agreement exceed one million, five hundred thousand (\$1,500,000). In the event the fees are approaching the aforementioned maximum amount, City initiate the amendment process to ensure that there is no disruption of the services provided in this Agreement. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No payments will become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor in accordance with this Agreement. In no event shall City be liable for interest or late charges for any late payments.

Unless otherwise agreed to by the parties in writing, compensation shall be made monthly in arrears on or before the 31st day of each month. Payment of fees is under no circumstances subject or conditioned by the delivery of future products or functionality. Except as otherwise provided in writing and subject to Section 42 of this Agreement, Contractor may modify the fees once per Renewal Term provided that any increase will not exceed twelve and a half percent (12.5%) over the then-current fees.

Such section is hereby amended in its entirety to read as follows:

12a. Compensation (valid from January 1, 2016 to December 31, 2019.) The implementation and training fees shall be a one-time fee of fifty-four thousand six-hundred dollars and no cents (\$54,600.00). The fee shall be paid following Acceptance. City will be billed by Contractor on a monthly basis per the Active Net fee breakdown below based on the Active Net system report.

Compensation shall be made in monthly payments on or before the 31st day of each month for work, as set forth in Section 4 of this Agreement for Services performed as of the 31st day of the immediately preceding month. During the Initial Term, in no event shall the amount of this Agreement exceed one million, five hundred thousand (\$1,500,000). In the event the fees are approaching the aforementioned maximum amount, City initiate the amendment process to ensure that there is no disruption of the services provided in this Agreement. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No payments will become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor in accordance with this Agreement. In no event shall City be liable for interest or late charges for any late payments.

Unless otherwise agreed to by the parties in writing, compensation shall be made monthly in arrears on or before the 31st day of each month. Payment of fees is under no circumstances subject or conditioned by the delivery of future products or functionality. Except as otherwise provided in writing and subject to Section 42 of this Agreement, Contractor may modify the fees once per Renewal Term provided that any increase will not exceed twelve and a half percent (12.5%) over the then-current fees.

- 12b. Compensation (valid starting January 1, 2020.)** City will pay the fees, per transaction, as more fully described in Appendix C (Fee Schedule). Unless otherwise set forth in the applicable Schedule, Contractor will charge registration fees to individuals who register for the Events or purchase goods or services online, and will process and collect such fees as a merchant of record according to the card networks. As set forth in the Daily Remittance Processing Schedule below, Contractor will pay City sums due to City based on the total fees collected, net of Contractor's service fees, per transaction, as set forth in the applicable Schedule and any other deductions provided herein.

Day of Transaction	Day of ACH
Sunday	Thursday
Monday	Friday
Tuesday	Monday
Wednesday	Monday
Thursday	Monday
Friday	Tuesday
Saturday	Wednesday

The applicable currency will be set forth in the Schedule. The service fees set forth in the applicable Schedule will include the following:

- Active Network assumes responsibilities as Merchant of Record.
- Active Network to provide auto-updater feature for automatic payment plans.
- Active Network's chargeback team to fight all disputed chargebacks.
- Includes all gateway and exchange fees.
- Active Network supports EMV compliant card reader
- Sales Price of \$3,600.00 for the ActiveNet – Gateway APT Pro product will not apply to the renewal term

2c. Section 51. f. Section 51. f. PCI Requirements. Bank Accounts of the Agreement currently reads as follows:

51. f. Bank Accounts. Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third party's bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

Such section is hereby amended in its entirety to read as follows:

51. f. 1. Bank Accounts (valid from January 1, 2016 to December 31, 2019.) Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third party's bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

51. f. 2. Bank Accounts (valid starting January 1, 2020.) Collections that represent funds belonging to the City and County of San Francisco shall be deposited to an Active Network LLC bank account, and then transferred into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector, based on compensation schedule in 12b. Compensation. In addition, a Letter of Credit, which was sent directly to Client from the issuing bank and will be attached to this Amendment 2 as Exhibit 5. The Parties agree that Active will renew the Letter of Credit each year that the Agreement is effective and will also terminate upon termination of the Agreement.

2d. Section 59. Section 59. Additional Attachments, Appendices, and Exhibits of the Agreement currently reads as follows:

59. Additional Attachments, Appendices, and Exhibits. The following attachment(s), appendices, and exhibits are hereby attached and incorporated into this Agreement as though fully set forth herein and together form the complete Agreement between the parties. To the extent there is a conflict between this Agreement and any of the Appendices or Exhibits attached hereto, Agreement shall control. After the Agreement, and in supplement thereto, the order of precedence is as follows:

Appendices

- A: Services to be Provided by Contractor
- B: Calculation of Charges

Exhibits

- 1: SaaS Application & Hosting Services Description
- 2: Service Level Obligations
- 3: Active Network Product Data Sheet
- 4: Form of Invoice

Such section is hereby amended in its entirety to read as follows:

59. Additional Attachments, Appendices, and Exhibits. The following attachment(s), appendices, and exhibits are hereby attached and incorporated into this Agreement as though fully set forth herein and together form the complete Agreement between the parties. To the extent there is a conflict between this Agreement and any of the Appendices or Exhibits attached hereto, Agreement shall control. After the Agreement, and in supplement thereto, the order of precedence is as follows:

Appendices

- A: Services to be Provided by Contractor
- B: Calculation of Charges
- C: Fee Schedule (January 1, 2020-January 1, 2022)

Exhibits

- 1: SaaS Application & Hosting Services Description
- 2: Service Level Obligations
- 3: Active Network Product Data Sheet
- 4: Form of Invoice
- 5: Letter of Credit

2e. Distribution of Beverages and Water. is hereby replaced in its entirety to read as follows:

60. Distribution of Beverages and Water.

60. a. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

60. b. Packaged Water Prohibition. Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

2f. Limitations on Contributions. Section 39 is hereby replaced in its entirety as follows:

39. Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

2g. Withholding. Section 16. b is hereby added to "Taxes" to read as follows:

16. b. Withholding. Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

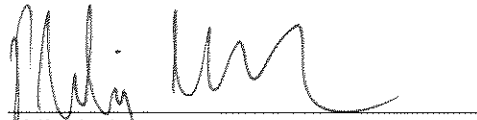
3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after January 1, 2020.

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:



Phil Ginsburg
General Manager
Recreation and Park Department

CONTRACTOR

Active Network, LLC

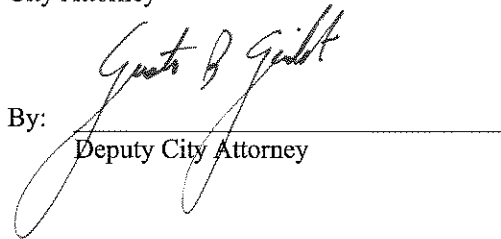


Evan Davies
President
717 North Hardwood Drive, Suite 2500
Dallas, TX 75201

City vendor number: 0000029881

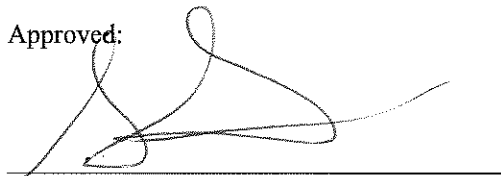
Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

Deputy City Attorney

Approved:



Alaric Degrafinried
Director of the Office of Contract Administration,
and Purchaser

Received By:
FEB 3 20 16:43
Purchasing Department

APPENDIX C

Schedule of Charges – January 1, 2020- January 1, 2022



Schedule

Company Address 717 North Harwood Drive, Suite 2500
Dallas, TX 75201
US

Created Date 12/5/2019
Quote Number 00112308
Currency USD

Prepared By Jordan Whittington
Phone 214.295.1873
Email jordan.whittington@activenetwork.com

Contact Name Anna Marie Donnelly
Phone (415) 831-2764
Email annamaria.donnelly@sfgov.org

Bill To Name SAN FRANCISCO RECREATION & PARKS
Bill To Contact Anna Marie Donnelly
Bill To Address Attn: Charlene Fucini 501 Stanyan Street
San Francisco, CA 94117 United States

Ship To Contact Anna Marie Donnelly
Ship To Address Attn: Anna Marie Donnelly 501 Stanyan Street
San Francisco, CA 94117 United States

Product	Product Type	Description	Quantity	Sales Price	Fee %
ACTIVE Net - Credit Card Processing Fee (%)	SaaS		1		3.20
ACTIVE Net - Staff Interface - Technology Fee	SaaS	Rates for United States organizations exceeding \$30,000,000 in annual revenue through ACTIVE Net.	1		1.00
ACTIVE Net - Public Interface - Online Transaction Fee	SaaS	Rates for organizations between \$8,000,000 to \$15,000,000 in annual revenue through ACTIVE Net.	1		4.20
ACTIVE Net - Public Interface (\$10,000 and up transaction fee - % fee)	SaaS		1		3.75
ACTIVE Net - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing	SaaS		1		0.50
ACTIVE Net - (credit card refunds - flat fee)	SaaS		1	0.10	
ACTIVE Net - ACH Remittance - "Daily" Every 72 Hours	Service	Daily remittances are processed by Active on non-holiday business days 72 hours after the transaction day. Payments take one to three banking business days to process.	1		
ACTIVE Net - Public Interface Fee Set up - absorbed by client	SaaS		1		
ACTIVE Net - SaaS					

Annual Projected
Contract Value

USD: 569,200.00

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.

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

Exhibit 5

Letter of Credit



BANK OF AMERICA - CONFIDENTIAL
DATE: DECEMBER 5, 2019
IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 68169454

PAGE: 1

APPLICANT
ACTIVE NETWORK, LLC ("ACTIVE")
C/O GLOBAL PAYMENTS
10 GLENLAKE PARKWAY NE
ATLANTA, GA 30328

BENEFICIARY
CITY AND COUNTY OF SAN FRANCISCO
("CITY"), CITY HALL - ROOM #140
1 DR. CARLTON B. GOODLETT PLACE
SAN FRANCISCO, CA 94102-4638

ISSUING BANK
BANK OF AMERICA, N.A.
ONE FLEET WAY
PA6-580-02-30
SCRANTON, PA 18507-1999

AMOUNT
NOT EXCEEDING USD 1,000,000.00
NOT EXCEEDING ONE MILLION AND 00/100'S US DOLLARS

EXPIRATION
JANUARY 1, 2021 AT OUR COUNTERS

WE HEREBY OPEN OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER
68169454 IN YOUR FAVOR.

THIS LETTER OF CREDIT HAS AN EFFECTIVE DATE OF JANUARY 1, 2020.

THIS CREDIT IS AVAILABLE WITH BANK OF AMERICA BY PAYMENT AGAINST
PRESENTATION OF BENEFICIARY'S DRAFT(S) AT SIGHT DRAWN ON BANK OF
AMERICA, N.A.

DRAFT(S) MUST BE ACCOMPANIED BY:

1. THE ORIGINAL LETTER OF CREDIT AND ALL AMENDMENTS, IF ANY.
2. A DATED STATEMENT SIGNED BY AN AUTHORIZED SIGNATORY OF THE
BENEFICIARY ON BENEFICIARY'S LETTERHEAD READING AS FOLLOWS:

QUOTE

THE CITY HAS NOTIFIED ACTIVE THAT THE REMITTANCE DEPOSIT HAS NOT BEEN
RECEIVED ON THE SCHEDULED DEPOSIT DAY BASED ON THE "DAILY REMITTANCE
SCHEDULE" AND ACTIVE HAS NOT RESPONDED TO THE CITY WITH A PLAN TO
ENSURE FUNDS ARE DEPOSITED TO THE CITY'S ACCOUNT WITHIN 3 BUSINESS
DAYS OF NOTIFICATION. AS SUCH, THE CITY HEREBY REQUESTS A DRAW ON THE
LETTER OF CREDIT FOR THE AMOUNT OF USD _____ FOR THE SCHEDULED
DEPOSIT DATE OF _____.

UNQUOTE

PARTIAL DRAWINGS: ARE ALLOWED

DRAFT(S) MUST STATE "DRAWN UNDER BANK OF AMERICA, N.A., STANDBY

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 68169454

LETTER OF CREDIT NUMBER 68169454 DATED DECEMBER 5, 2019."

PRESENTATION OF SUCH DRAFT(S) AND DOCUMENT(S) MAY BE MADE AT OUR OFFICE LOCATED AT BANK OF AMERICA, N.A., ONE FLEET WAY, MC: PA6-580-02-30, SCRANTON, PA 18507-1999, BY OVERNIGHT COURIER, OR BY TELECOPY TO FACSIMILE NO. 800-755-8743, CONFIRMED BY TELEPHONE TO 1-800-370-7519. RECEIPT OF SUCH TELEPHONE NOTICE SHALL NOT BE A CONDITION TO PRESENTATION HEREUNDER. IF PRESENTED BY FAX, ORIGINAL DOCUMENTS ARE NOT REQUIRED TO BE SENT BY COURIER.

COMMUNICATIONS WITH RESPECT TO THIS LETTER OF CREDIT SHALL BE IN WRITING AND SHALL BE ADDRESSED TO US AT ONE FLEET WAY, SCRANTON, PA 18507-1999, ATTN: GLOBAL TRADE OPERATIONS, STANDBY UNIT, PHONE: 1-800-370-7519, SPECIFICALLY REFERRING TO THE NUMBER OF THIS LETTER OF CREDIT.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS CREDIT IS ISSUED SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 800-370-7519 .



AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 2 PAGE(S).



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
05/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Insurance Services of Georgia, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37205191 USA	CONTACT NAME:	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
INSURED Global Payments Inc. & its' Subsidiaries Active Network, LLC 3550 Lenox Road NE, Suite 3000 Atlanta, GA 30326	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Phoenix Insurance Company	
	INSURER B: Charter Oak Fire Insurance Company	
	INSURER C: Travelers Indemnity Company of America	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: W11443938

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		HN 660 158D7542-PHX-19	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	☒ AUTOMOBILE LIABILITY	Y		HOCAP-158D7566-19	06/01/2019	06/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	HROUB-118D8912-19	06/01/2019	06/01/2020	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Workers Compensation (Ded) & Employers Liability (Per Statute)	Y		HC2HUB-2333L41-5-19	06/01/2019	06/01/2020	E.L. Each Accident \$1,000,000
	E.L. Dise - pol Limit \$1,000,000						
	E.L. Dise - Each Empl \$1,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City and County of San Francisco and Recreation and Park Department are included as Additional Insureds as respects to General Liability and Auto Liability as required by written contract.

General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City and County of San Francisco Recreation and Parks Department 501 Stanyan Street San Francisco, CA 94117	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Atlanta GA Office 3550 Lenox Road NE Suite 1700 Atlanta GA 30326 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Active Network LLC 717 N Harwood Street Suite 2700 Dallas TX 75201 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: XL Specialty Insurance Co 37885	
	INSURER B: Lloyd's Syndicate No. 4711 AA1120090	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 570079369482**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Cyber Liability			ELU16510419 E&O - Claims Made SIR applies per policy terms & conditions	12/01/2019	12/01/2020	Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City and County of San Francisco Recreation and Park Department 501 Stanyan Street San Francisco CA 94117 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South Inc.</i>

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ACORD 25 (2016/03)

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Holder Identifier : \$1M

Certificate No : 570079369482

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY – GLOBAL PAYMENTS, INC.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

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| <p>A. Non-Owned Watercraft – 75 Feet Long Or Less</p> <p>B. Who Is An Insured – Employees – Supervisory Positions</p> <p>C. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</p> <p>D. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</p> <p>E. Blanket Additional Insured – Broad Form Vendors</p> <p>F. Blanket Additional Insured – Controlling Interest</p> <p>G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</p> | <p>H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</p> <p>I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> <p>J. Medical Payments – Increased Limit</p> <p>K. Blanket Waiver Of Subrogation</p> <p>L. Contractual Liability – Railroads</p> <p>M. Damage To Premises Rented To You</p> |
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PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

- e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to

provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

- b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily