

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

Fifth Amendment

THIS AMENDMENT (this “Amendment”) is made as of **April 11, 2025** 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.
Fourth Amendment	dated April 10, 2024.

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 Term of the Agreement of the Agreement currently reads:

Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from **January 1, 2016 to December 31, 2025** (the “Initial Term”). One (1) 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 (2) year terms under the same terms and conditions set forth herein (each a “Renewal Term”) as long as all City contract approval requirements are met. This Agreement shall become effective on the Effective Date.

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

Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from **January 1, 2016 to December 31, 2027** (the “Initial Term”). One (1) 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 (2) year terms under the same terms and conditions set forth herein (each a “Renewal Term”) as long as all City contract approval requirements are met. This Agreement shall become effective on the Effective Date.

2b. Exclusions. Exclusion Clause is hereby added into this Agreement to read as follows:

Contractor to exclude the requirement for exclusive use of ActiveNet for tennis court reservations and County Fair Building reservations. ActiveNet does not currently have the functionality the City needs to be able to restrict access by customers wishing to reserve courts as well as other limitations for County Fair Building.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **April 11, 2025**.

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.

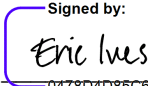
CITY

Recommended by:

Phil Ginsburg
General Manager
Recreation and Park Department

CONTRACTOR

Active Network, LLC

Signed by:


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

City vendor number: 0000029881

Approved as to Form:

David Chiu
City Attorney

By: _____
Gustin R. Guibert
Deputy City Attorney

Approved:

Sailaja Kurella
Director of the Office of Contract Administration, and
Purchaser