

**PROFESSIONAL SERVICES AGREEMENT
THE ACTIVE NETWORK, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT dated as of JUNE 11, 2007 is entered into by and between the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada having its principal office at 400 Stewart Ave., Las Vegas, Nevada 89101 (the "City"), and THE ACTIVE NETWORK, INC., a Delaware corporation, having its principal office at 10182 Telesis Court, Ste. 300, San Diego, California 92121 (the "Contractor" or "Consultant").

W I T N E S S E T H:

WHEREAS, in response to the City's request, the Contractor submitted a written proposal ("Proposal") to provide City with certain marketing and promotional services offered by Contractor, which is dated November 8, 2006; and

WHEREAS, the Contractor represents that it is well qualified, experienced, and adequately staffed to provide the services described in the Proposal; and

WHEREAS, the City desires to hire the Contractor to perform the services described in the Proposal pursuant to the terms and conditions more particularly set forth in this Agreement; and

WHEREAS, this is a professional services contract within the intent and purview of NRS Chapter 332; and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. TERM.

a. Phase I. Phase I of this Agreement shall commence on the date this Agreement is approved by the Las Vegas City Council and shall terminate one hundred twenty (120) days thereafter, subject to sooner termination in accordance with the provisions of this Agreement. City shall have the option, at its discretion, to extend the term of Phase I for an additional thirty (30) day period upon written notice to the Contractor, which shall be provided at least ten (10) days prior to the expiration of Phase I.

b. Phase II. Once Phase I has been completed and the City, through its designated representative ("City Representative"), approves the commencement of Phase II of this Agreement, the City and Contractor shall commence with Phase II of this Agreement. Phase II shall commence on the date of City approval of Phase II commencement, and shall terminate three (3) years thereafter, unless sooner terminated in accordance with the provisions of this Agreement. The City and Contractor may renew Phase II of this Agreement, under the same terms and conditions contained herein, for up to two (2) additional three (3) year periods. Any renewal of any additional period shall be approved in writing by both parties at least thirty (30) days prior to the applicable expiration date of the then existing Phase II term.

2. Services. The Contractor shall provide the following services under Phase I and Phase II (the "Services"):

a. Phase I – Program Assessment Scope of Services

1) Program Policies and Procedures

The Contractor will draft certain written program policies and procedures to establish the framework within which a co-marketing venture between Contractor and City may be pursued.

2) Review of City's Existing Marketing Policy

The Contractor will conduct a detailed review of the City's marketing efforts prior to the engagement of Contractor, and shall assess and propose process improvements that may occur under Contractor's policies and procedures.

3) Inventory of Assets

The Contractor will identify the City's physical assets, special events and other intangible assets that are likely to lend themselves to naming rights, advertisements, and marketing and sponsorship opportunities or other marketable, revenue-generating uses.

4) Review of Private Use

The Contractor will work with the City and its personnel (including City's legal counsel) as necessary to review any potential private use considerations and integrate such considerations into the overall approach for this program.

5) Review of Purchase Agreements

The Contractor shall review the City's major contracts for the purchase of materials and equipment to identify the potential value of exclusive relationships and other areas subject to process improvement.

6) Research and Analysis

The Contractor shall conduct all applicable market research and analysis to identify improvement opportunity areas. Such analysis shall include any marketing and sponsorship initiatives implemented by other local and state governments. The Contractor shall review local standards and regulations to insure the integrity of the process is maintained. Where possible, the Contractor shall contact and evaluate potential third party marketing firms for potential co-venture opportunities.

7) Strategic Marketing Plan

The Contractor will prepare and deliver a strategic marketing plan (reference Section 2 (1)), which evaluates City assets, programs, activities, facility operations, contracts and

purchases, including a comprehensive written program of marketing initiatives, which may include:

- i. Sponsorships;
- ii. Advertising;
- iii. Naming Rights;
- iv. Exclusive product use;
- v. Licensing Agreements;
- vi. Concession opportunities;
- vii. Partnerships;
- viii. Estimates of potential value to the City of the marketing initiatives; and
- ix. Identification of potential third party businesses to assist with any of the foregoing, along with related sales and marketing materials outlining details associated with such opportunities.

b. Phase II – Program Implementation Scope of Services

(1.) The Consultant shall not begin Phase II without the City’s express written approval and Notice to Proceed from the City. During Phase II, the Consultant shall implement the program in accordance with the approved written strategic marketing plan prepared for the City (the “Strategic Marketing Plan”). This will include:

- i. Creation of program sales and marketing materials that outline the goals of the City’s marketing and advertising income program and emphasizing the potential value inherent in forging an association with the City. All materials shall be submitted to the City for written approval prior to dissemination.
- ii. Development of marketing initiative specific Requests for Proposals targeted to achieve specific elements of the Strategic Marketing Plan. The Consultant shall also assist the City in reviewing proposals and drafting agreements, which memorialize revenue-producing promotional and/or marketing opportunities.
- iii. In coordination with the City, meeting with the leadership of targeted companies to discuss co-venture opportunities and explain the goals, policies and objectives of the City’s program.
- iv. Arranging follow up meetings and providing additional information as necessary in pursuing marketing and sponsorship agreements. The City shall have the absolute right, in its sole discretion, to disapprove of any such business opportunities for any reason or no reason.
- v. Assisting the City in the negotiation of the financial and programmatic arrangements with any potential third party business. The City shall have the absolute right to reject any potential business venture or proposed marketing device or medium.
- vi. Assisting the City in presenting proposed agreements to City Officials, City Council, City staff, the media and constituent groups when requested.

vii. Providing the City with training and resources to City staff on sponsorship and marketing as necessary.

(2.) Notwithstanding the foregoing, nothing contained in this Agreement shall be deemed to require the City to accept any business opportunity proposal presented by the Contractor.

3. Payment.

(a) Amount of Consideration.

(1.) Phase I Compensation. The amount to be paid to the Contractor as full consideration for the Contractor's Services under Phase I of this Agreement exclusive of all approved travel expenses, shall not exceed \$75,000 payable as follows: (1) \$25,000 upon full execution of this Agreement; (2) \$25,000 due sixty (60) days from the date of full execution of this Agreement; and (3) \$25,000 due upon submission to the City of a written Strategic Marketing Plan, which shall be in a form and substance reasonably acceptable to the City.

If travel is required in performance of services under this contract, reasonable travel expenses will be paid when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, automobile rental, and incidental expenses will be paid at the actual cost incurred, not to exceed \$192.00 per day. Contractor shall coordinate all travel in advance with the City Representative. The City will not reimburse personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health facilities (unless included in the basic price of hotel accommodations), movies in a hotel, or other non-business related costs. The City Representative must approve any deviations to these procedures.

(2.) Phase II Compensation. The amount of consideration to be paid to Contractor as full consideration for the Contractor's Services under Phase II of this Agreement shall be - twelve percent (12%) of the gross receipts derived from business agreements consummated between the City and any parties identified to the City by the Contractor. Such fees shall not be deemed earned until such time as the business agreements have been approved and accepted by the City in accordance with City laws, rules and procedures. Such fee, which shall be deemed inclusive of all costs and expenses associated with providing Services, shall be payable only upon actual receipt of said funds by the City.

4. Independent Contractor. The Contractor and City are independent contractors. This Agreement shall not be interpreted to create any partnership, joint venture or employment relationship of any kind. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a City employee, (ii) commit the City to any obligation, or (iii) hold itself, himself, or herself out as a City employee or Person with the authority to commit the City to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the City upon any debt or

contract and it is not in default as surety, contractor, or otherwise upon any obligation to the City, including any obligation to pay taxes to, or perform services for or on behalf of, the City.

6. Compliance with Law.

(a) Generally. Each party shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the City's possession may be subject to disclosure. In the event that such a request for disclosure is made, the City shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification.

(a) Indemnification by Active. Active shall defend, indemnify and hold harmless City and its employees, officials, agents, contractors, representatives, successors and assigns from and against any and all third party claims, losses, liability, costs and expenses (including reasonable attorneys' fees) incurred by City arising out of or in connection with (i) the gross negligence or intentional misconduct of Active; (ii) violation by Active of any applicable federal, state or local law, rule or regulation; or (iii) breach by Active of its representations, warranties or obligations hereunder; provided however, that Active's obligation to indemnify Company hereunder shall not apply to any loss, liability, damage or expense to the extent that is caused by or arising out of any negligent or intentional act or omission of City or breach of any representation, warranty or obligation of City created hereunder. As used in this section, City shall include City and its officers, officials, representatives, agents, affiliates, and successors and assigns.

(b) Indemnification by City. Subject to NRS Chapter 41, City shall defend, indemnify and hold harmless Active and its directors, officers, employees, agents, contractors, representatives, successors and assigns from and against any and all claims, losses, liability, costs and expenses

(including reasonable attorneys' fees) incurred by Contractor arising out of or in connection with (i) the gross negligence or intentional misconduct of City; (ii) violation by City of any applicable federal, state or local law, rule or regulation; or (iii) breach by City of any of its representations, warranties, or obligations hereunder, which shall include defaulting on any payment obligation; provided however, that City's obligation to indemnify Active hereunder shall not apply to any loss, liability, damage or expense to the extent that is caused by or arising out of the any negligent or intentional act or omission of Active or breach of any representation, warranty or obligation of Active created hereunder. As used in this section, Active shall include any Active and any parent or subsidiary of Active and their respective employees, officers, directors, or affiliates.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name the City of Las Vegas as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) and (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance").

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in the place and manner acceptable to the City, and which is (ii) in form and substance acceptable to the City. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the City. Prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the City of the same and deliver to the renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the City Representative or his or her designee, and any purported assignment, other disposal or modification without such prior written consent shall be null and void. Notwithstanding the foregoing, Contractor may assign or transfer this Agreement pursuant to a sale or merger involving substantially all of Contractor's assets or 51% or more of Contractor's voting shares. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason

by the City upon forty-five (45) days' written notice to the Contractor, (ii) for "Cause" by the City after delivery of written notice to Contractor where the "Cause" remains uncured for thirty (30) days, (iii) upon mutual written Agreement of the City and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal, state or local funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor (i) for non-payment of an undisputed claim by the City; provided, however, that the Contractor shall have provided written demand to which the City has failed to respond within forty-five (45) days of receipt of such demand; or (ii) if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Impracticability under this subsection would include circumstances which are reasonably beyond the Contractor's control and/or acts or omissions of the City or a third party (not under the supervision and control of Contractor) that prohibit Contractor from performing its contractual obligations, including a Force Majeure Events as set forth in Section 25. Termination under this subsection shall be effected by the Contractor delivering to the City Representative or his or her duly designated deputy, at least forty-five (45) days prior to the termination date (or a shorter period if forty-five (45) days notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, except in cases where termination is based on non-payment by the City, take all reasonable actions requested by the City (including those set forth in other provisions of this Agreement) to assist the City in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

(d) The Contractor shall be entitled to receive payment under this Agreement to the extent that Services were provided in connection with a business agreement prior to the termination of this Agreement and where the business transaction closes with one (1) year from the termination of this Agreement. In the event that an agreement is multi-year the Contractor shall receive annual payments on marketing and sponsorship programs initiated by the Contractor for the life of the business agreement between City and sponsor. Notwithstanding the foregoing, the Contractor shall be entitled to payment only upon the City's actual receipt of revenue from the business agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles. Such Records

shall at all times be available for audit and inspection by the City's Comptroller, or any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement. The City shall also make available for audit by Contractor any records related to payments received by City under any contract executed between the City and a third party referred to City by Contractor under this Agreement.

13. Limitations on Actions and Special Proceedings. No action or special proceeding shall lie or be prosecuted or maintained against either party upon any claims arising out of or in connection with this Agreement unless such action or special proceeding against either party is commenced within the earlier of (i) two (2) years of the first to occur of (A) final payment under or the termination of this Agreement, or (B) the accrual of the cause of action.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor agent or subcontractor to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the City.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Clark County, State of Nevada and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the laws of the State of Nevada, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a City employee or Contractor employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the City, to the attention of the City Representative at the address specified above for the City, and (ii) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy.

(a) Every provision required by law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or

unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. Press Release. Within thirty (30) days after full execution of this Agreement, Contractor, with the prior written approval of City, may issue a formal press release relating to the entry and general terms of the Agreement.

21. Intellectual Property. The Contractor may use the City's trademarks, trade names, trade dress and copyrights in order to effectuate the purposes of this Agreement subject to the City's prior approval of each use.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) **Approval and Execution.** The City shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person or entity unless (i) all City approvals have been obtained, including, if required, approval by the City Council, and (ii) this Agreement has been duly executed by the Mayor and attested by the City Clerk of the City.

(b) **Availability of Funds.** The City shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person or entity beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the City from the state and/or federal governments.

23. Limitations of Liability. Notwithstanding any other provision of this Agreement:

(a) Neither party shall be liable for any special, indirect, incidental or consequential damages (including but not limited to any such damages arising from breach of contract or warranty or from negligence or strict liability), or for, loss of use, lost business, lost or lost profits, arising out of or in connection with this agreement; and

(b) the maximum aggregate liability of either party under this agreement shall be limited to direct damages that do not exceed the value of the service provided hereunder.

(a) Neither party shall be liable for any special, indirect, incidental or consequential damages (including but not limited to any such damages arising from breach of contract or warranty or from negligence or strict liability), or for, loss of use, lost business, lost or lost profits, arising out of or in connection with this agreement; and

(b) the maximum aggregate liability of either party under this agreement shall be limited to direct damages that do not exceed the value of the service provided hereunder.

24. Survival. The provisions of sections 8, 12, 13, 15, 17-19, and 23, along with any undisputed and unpaid payment obligations of the parties shall survive the termination of this Agreement.

25. Force Majeure. Each party will promptly notify the other upon becoming aware that a *Force Majeure* Event has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations hereunder. Subject to the foregoing, neither party will be liable for any delay resulting from a *Force Majeure* Event and relevant performance dates will be extended to the extent of any such delay. For purposes hereof, "Force Majeure Event" means, with respect to either party, any strike or other labor dispute, riot, war, act of terrorism, any natural disaster, fire, explosion, act of government or governmental agency or instrumentality, or other contingency beyond the reasonable control of either party, which in any such case interferes with, or prevents, the fulfillment by such party of its obligations hereunder.

26. Warranty Disclaimer. Except as expressly set forth in this Agreement, Contractors services and products are delivered "As Is," without any express or implied warranty of any kind. To the fullest extent of the law, Contractor expressly disclaims any and all warranties of any kind, including, without limitations, any warranties implied or provided by law such as warranties of fitness for a particular purpose or merchantability.

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27. **Disclosure of Principals.** Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Contractor warrants that it has disclosed, on the form attached hereto as Exhibit "A", all principals, including, partners of Contractor, as well as all persons and entities holding more than 1% interest in Contractor or any principal of Contractor. Throughout the term hereof, Contractor shall notify City in writing of any material change in the above disclosure within 15 days of any such change

WITNESS WHEREOF, the Contractor and the City have executed this Agreement as of the date first above written.

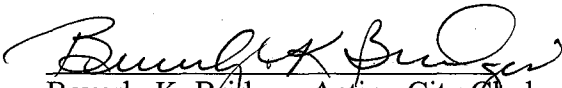
CITY OF LAS VEGAS

By: 
Oscar B. Goodman, Mayor


Approved as to form:

By:  5/23/07
Date

ATTEST:

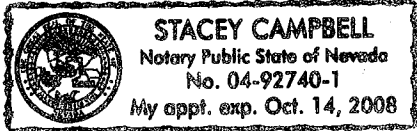

Beverly K. Bridges, Acting City Clerk

THE ACTIVE NETWORK, INC.

By: 
Title: Sr. Vice President

STATE OF NEVADA)
)ss.:
CITY OF CLARK)

On the 6th day of JUNE in the year 2007, before me personally came Oscar B. Goodman, to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the City of Las Vegas; that he or she is the Mayor of the City of Las Vegas, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.



Stacey Campbell
Notary Public in and for said County
and State

STATE OF _____)
)ss.:
CITY OF _____)

On the ___ day of _____ in the year 2007 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the City of _____; that he or she is the City Executive of the City of _____, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section ___ of the City Government Law of _____.

Notary Public in and for said County
and State

Exhibit "A"

Disclosure of Principals

The principals and partners of The Active Network, Inc. and all persons and entities holding more than 1% interest in The Active Network, Inc. or any principal of The Active Network, Inc. are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1 Canaan Partners	285 Riverside Avenue, Suite 250, Westport, CT 06880	203-855-0400
2 ABS Ventures	890 Winter Street, Suite 225, Waltham, MA 02451	781-250-0400
3 ESPN, Inc.	ESPN Plaza, 935 Middle St, Bristol, CT 06010	860-766-2000
4 Austin Ventures	300 West 6th Street, Suite 2300, Austin, Texas 78701-3902	512-485-1900
5 TicketMaster/IAC	555 West 18th Street, New York, NY 10011	212-314-7300
6 Liberty Mutual	175 Berkeley Street, Boston, Massachusetts 02116	617-357-9500
7 North Bridge Venture Partners	950 Winter St, Suite 4600, Waltham, MA 02451	781-290-0004
8 Enterprise Partners Venture Capital	2223 Avenida de la Playa, Ste. 300, La Jolla, California 92037	858-731-0300
9 Charles River Ventures	1000 Winter Street, Waltham, MA 02451	781-768-6000
10 Interactive Minds	135 Main Street, Suite 1350, San Francisco, CA 94105	415-547-0000
11 Kettle Partners	350 W Hubbard, Suite 350, Chicago, IL, 60610	312-329-9300
12 Dave Alberga	10182 Telesis Ct, Suite 300, San Diego, CA 92121	888-543-7223
13 Matt Landa	10182 Telesis Ct, Suite 300, San Diego, CA 92121	888-543-7223
14 Jon Belmonte	10182 Telesis Ct, Suite 300, San Diego, CA 92121	888-543-7223
15 Norman Dowling	10182 Telesis Ct, Suite 300, San Diego, CA 92121	888-543-7223
16 Kourosh Vossoughi	10182 Telesis Ct, Suite 300, San Diego, CA 92121	888-543-7223

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

The Active Network, Inc.

By: [Signature]

Its: AVN, Inc.

Subscribed and sworn to before me this
23rd day of May, 2007.
Anushe M. Chavez
Notary Public

