

**AMENDMENT NO. 1 TO
AGREEMENT FOR SUPPLEMENTAL TRANSPORTATION SERVICES**

This Amendment No. 1 to Agreement for Supplemental Transportation Services ("Amendment No. 1") is made effective as of January 15, 2020 ("Effective Date"), by and between the William S. Hart Union High School District ("District"), a public school district organized and existing pursuant to California law, and Zum Services, Inc. ("Contractor"), a Delaware corporation designated as entity number C3789986 by the California Secretary of State. The District and the Contractor may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. The Parties previously entered into that certain "Agreement for Supplemental Transportation Services" dated and made effective as of September 19, 2019 ("Original Agreement"). Pursuant to the Original Agreement, the Contractor is to provide supplemental transportation services as authorized and requested by the District.

B. The Parties have entered into this Amendment No. 1 for purposes of clarifying various aspects of the Parties' respective obligations.

Now, in consideration of the forgoing and of their respective rights and obligations pursuant to the Original Agreement as hereby amended, consideration that each Party hereby acknowledges is adequate, the Parties hereby agree as follows:

AGREEMENT

Section 1. Service Fees. Exhibit A set forth in the Original Agreement is hereby deleted from the Original Agreement and shall be of no force or effect. In addition, the text set forth in Section 2.1 of the Original Agreement is hereby superseded and replaced, in its entirety, by the following:

In exchange for the satisfactory performance of the Transportation Services required pursuant to this Agreement, the District shall pay to the Contractor compensation equal to the then-current rate for services as agreed by the Parties in advance of the Contractor providing any particular Transportation Services ("Service Fees"). The Service Fees shall be deemed and construed for all purposes to be all-inclusive compensation for performance of the Transportation Services, including, without limitation, compensation for any and all administrative costs, business or other licensing fees or charges, personnel costs, overhead, and other expenses and costs that the Contractor incurs in connection with performance of the Transportation Services.

Section 2. Vehicle Liability Insurance. Clause (ii) of Section 7.1 of the Original Agreement is hereby amended to provide that the Vehicle Liability Policy shall have coverage limits of not less than \$1,000,000 per occurrence and \$10,000,000 aggregate. No other provisions of clause (ii) of Section 7.1 of the Original Agreement shall be deemed or construed to have hereby been amended or otherwise modified.

Section 3. Contractor Representative. For purposes of Exhibit C of the Original Agreement, the Contractor Representative and his or her contact information shall be as follows:

Zum Services, Inc.
Attention: Vivek Garg
275 Shoreline Drive, Suite 200
Redwood City, CA 94065
Email: vivek@ridezum.com

Section 4. No Other Modifications. This Amendment No. 1 shall be deemed and construed to have modified the Original Agreement solely to the extent expressly set forth in Sections 1 2, and 3 herein. As modified by this Amendment No. 1, the Original Agreement shall continue in full force and effect.

Section 5. Conflicting Provisions. In the event of a conflict between any provision of the Original Agreement as it was in effect prior to the effective date of this Amendment No. 1 and any provision of this Amendment No. 1, the provision of this Amendment No. 1 shall govern.

Section 6. Interpretation. Each Party acknowledges that it had an unqualified opportunity to consult with independent legal counsel of its own choice throughout all negotiations preceding the execution of this Amendment No. 1, and that it has executed this Amendment No. 1 after receiving, or having had the unqualified opportunity to receive, the advice of its own legal counsel. Therefore, no ambiguity shall be resolved against either Party based on the premise that it or its attorneys was responsible for drafting this Amendment No. 1 or any provision herein.

Section 7. Counterparts. This Amendment No. 1 may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument. Signature pages may be detached from counterpart originals and inserted in other counterpart originals to physically create one or more copies of this Amendment No. 1 having original signatures of both Parties.

Section 8. Due Authority. Each person who has signed this Amendment No. 1 on behalf of a Party shall be deemed and construed to thereby represent and warrant that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this Amendment No. 1.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as evidenced by the signatures, below, of their duly-authorized representatives.

William S. Hart Union High School District

Zum Services, Inc.

By: _____
Ralph Peschek, Chief Business Officer

By: _____
Vivek Garg, Chief Operations Officer

Board Approved on: January 15, 2020