

**Amendment No. 1 to Professional Services Agreement for Santa Cruz County Regional  
Bike Share Program**

The Professional Services Agreement for Santa Cruz County Regional Bike Share Program (the “Agreement”) entered into by and between The Regents of the University of California, on behalf of its Santa Cruz campus and BCycle as of January 6, 2023, is hereby amended by this Amendment No. 1 (the “Amendment”) as follows:

1. Data Security and Privacy Liability Insurance. The following language in Exhibit G of the Agreement--

- “For Data Security and Privacy Liability
  1. Vendor shall maintain or more insurance policies – **Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability Insurance** coverage in the amount of \$5,000,000 per occurrence or claim, \$10,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor in this Contract.”

--Is hereby replaced with the following in its entirety:

- “For Data Security and Privacy Liability
  2. Vendor shall maintain or more insurance policies – **Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability Insurance** coverage in the amount of \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor in this Contract.”

Unless otherwise amended as provided herein, all other terms and conditions of the Agreement shall remain as written. This Amendment may be executed in any number of counterparts and exchanged electronically, including by facsimile or by e-mail, and each such counterpart shall be construed as an original document. This Amendment shall not be binding until executed by both parties as provided below. Any terms capitalized but not defined herein shall have the meaning ascribed to them under the Agreement.

[SIGNATURE PAGE FOLLOWS. REMAINDER OF PAGE INTENTIONALLY LEFT  
BLANK]

**The Regents of the University of California, on behalf of its Santa Cruz campus:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**BCycle**

By: \_\_\_\_\_

Date: \_\_\_\_\_