
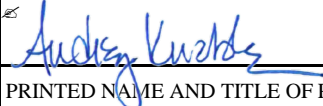


1. In this Master Agreement (“Agreement”), the term “Contractor” refers to **Humanscale Corporation**, and the term “Establishing Judicial Branch Entity” or “Establishing JBE” refers to the **Judicial Council of California**. This Agreement is entered into between Contractor and the Establishing JBE for the benefit of the Judicial Branch Entities (as defined in Appendix D). Any Judicial Branch Entity that enters into a Participating Addendum with Contractor pursuant to this Agreement is a “Participating Entity” (collectively, “Participating Entities”). The Establishing JBE and the Participating Entities are collectively referred to as “JBEs” and individually as “JBE”).
2. This Agreement is effective as of **July 1, 2025** (“Effective Date”) and expires on **June 30, 2026** (“Expiration Date”). The Judicial Council may, at its sole option, extend the Agreement beyond the Initial Term for **three consecutive one-year option terms** which could extend through **June 30, 2029**, for a total Agreement Term (including the Initial Term) of four (4) years if the Judicial Council exercises the option Terms after the Initial Terms.
3. The title of this Agreement is: **Master Agreement for Ergonomic Services**, pursuant to RFP-HR-2024-02-LV.

The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.

4. The parties agree that this Agreement, made up of this coversheet, the appendixes listed below, and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.
Appendix A – Services
Appendix B – Payment Provisions
Appendix C – General Provisions
Appendix D – Defined Terms
Appendix E – Participating Addendum

ESTABLISHING JBE’S SIGNATURE	CONTRACTOR’S SIGNATURE
JUDICIAL COUNCIL OF CALIFORNIA	CONTRACTOR’S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized) HUMANSCALE CORPORATION
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Alice Lee, Manager, Contracts	PRINTED NAME AND TITLE OF PERSON SIGNING Audrey Knable, Director of Contracts & Compliance
DATE EXECUTED 07/08/2025	DATE EXECUTED 7/8/2025
ADDRESS Attn: Branch Accounting and Procurement 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102-3688	ADDRESS Attn: Humanscale Corporation 220 Circle Drive North Piscataway, New Jersey, 08854

APPENDIX A

Services

1. Background, Purpose, and Ordering.

- 1.1.** The Judicial Council of California (“Judicial Council,” or “JBE”), chaired by the Chief Justice, is the rule-making arm of the California court system. In accordance with the California Constitution and under the leadership of the Chief Justice of the Supreme Court of California, the Judicial Council directs improvements to the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Judicial Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Judicial Council’s Human Resources office is the staff entity for the Judicial Council and assists both the Judicial Council and the Chief Justice in performing their duties.

The Judicial Branch Entities (JBE) consist of:

- Supreme Court of California (SC)
 - California Judicial Center Library
 - District Courts of Appeal (DCA)
 - 58 Superior Courts of California (also referred to as trial courts – TC) located in each of the 58 counties
 - Habeas Corpus Resource Center (HCRC)
 - Commission on Judicial Performance (CJP)
 - Judicial Council - San Francisco, Sacramento, and some satellite offices
- 1.2.** This Agreement sets forth the terms and conditions that apply to Contractor’s provision of Work to the Judicial Council and Participating JBEs. “Work” shall mean the Services and Deliverables as further described in **Sections 2** below. This Agreement does not obligate the Judicial Council or a JBE to place any orders for Work under this Agreement, and does not guarantee Contractor a specific volume of orders.
- 1.3.** The Establishing JBE, and other Participating JBEs shall have the right to place orders under this Agreement for any of the Work. A Participating Entity may place orders for Work by entering into a Participating Addendum with Contractor in the form attached as **Appendix E** to this Agreement (“Participating Addendum”). **For the Establishing JBE, no additional Participating Addendum is necessary.** Pricing for Work shall be in accordance with the prices set forth in this Agreement. After a Participating Addendum has been presented to the Contractor by a Participating Entity, the Contractor shall acknowledge, sign, and perform under the Participating Addendum in a timely manner. Contractor shall provide the Work for each Participating Entity in accordance with the terms of this Agreement and the applicable Participating Addendum.
- 1.4.** Each Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE signing such Participating Addendum, subject to the

following: (i) each Participating Addendum shall be governed by this Agreement, and the terms in this Agreement are hereby incorporated into each Participating Addendum; (ii) the Participating Addendum may not alter or conflict with the terms of this Agreement, or exceed the scope of the Work provided for in this Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Agreement. The Participating Addendum and this Agreement shall take precedence over any terms and conditions included on Contractor's invoice or similar document. Contractor shall notify the Establishing JBE within five (5) business days of receipt of a Participating Addendum from a Participating Entity. The Contractor shall promptly provide the Establishing JBE with a fully-signed copy of each Participating Addendum between the Contractor and a Participating Entity.

- 1.5. The Establishing JBE, or Under a Participating Addendum, a Participating JBE may, at its option, email **Humanscale Contact Person** listed in the **Participating Addendum (Appendix E)** when requesting services through the Master Agreement. Upon receiving an ergonomic services request through email from the JBE representative or Project Manager, services will be provided to employee(s) located at the applicable offices of the JBE, subject to the following: such services are subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the services rendered that conflicts with or alters any term of the Master Agreement (or the Participating Addendum) or exceeds the scope of the work provided for in this Agreement, will not be deemed part of the contract between Contractor and JBE. Subject to the foregoing, the Participating Addendum shall be deemed to include authorization for ergonomic services requests within the scope of this agreement. All services, deliverables, and timelines should adhere those detailed in Appendix A Section 2 of this Master Agreement.
- 1.6. The JBE signing the Participating Addendum shall be solely responsible for: (i) the acceptance of and payment for the Work under such Participating Addendum; and (ii) its obligations and any breach of its obligations. Any breach of obligations by a JBE shall not be deemed a breach by any other JBE. Under no circumstances shall a JBE have any liability or obligation except pursuant to a Participating Addendum signed by such JBE, nor shall any breach by a JBE under a Participating Addendum give rise to a breach under any other Participating Addendum or be deemed grounds for termination of this Agreement by Contractor. The Establishing JBE shall have no liability or responsibility of any type related to: (i) any other JBE's use of or procurement through this Agreement (including any Participating Addendum), or (ii) such JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
- 1.7. This Agreement is a nonexclusive agreement. The Judicial council and each JBE reserves the right to provide, or have others provide the Work. Contractor shall reasonably cooperate with any third parties retained by the Judicial Council or a JBE to provide the Work.

2. Services.

- 2.1. **Description of Services.** As ordered by the Judicial Council and each JBE under a Participating Addendum (**Appendix E**), Contractor shall perform the following services ("Services") for the JBEs: **Remote and on-site ergonomic evaluations, consultation services, follow-up evaluations, provide self-assessment tools, training, as well as other ergonomic resources,**

for current and new JBE employees. On-site assessments will be provided within sixty (60) miles of the Judicial Council's San Francisco and Sacramento offices.

- 2.1.1.** Upon receiving work authorization through email from the JBE representative of the participating entity or Project Manager, services will be provided to employees located at the applicable offices of the JBE.

2.2. Scheduling Requirements

- 2.2.1.** The Contractor must be available to provide support to the JBEs daily, between 8am – 5pm Monday through Friday, outside of the Contractor and JBE holidays:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Lincoln's Birthday
- Good Friday
- Cesar Chavez Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Native American Day
- Veterans Day
- Thanksgiving
- Day After Thanksgiving
- Christmas

- 2.2.2.** The Contractor must be available to perform evaluations or follow-up evaluations **within two weeks** from the date requested by the Project Manager or JBE representative.

2.2.2.1. If this is not possible, the Contractor must provide advance written justification to JBE representative and JBE employee for any potential delays and provide an estimated timeline to perform work.

2.2.2.2. The Contractor should send an email confirming receipt of evaluation request within 24 hours of receiving request.

- 2.2.3.** The Contractor will coordinate the appointment with the JBE representative or JBE employee. If there are multiple onsite evaluations needed in the same facility, the JBE representative or Project Manager and the Contractor will make best efforts to schedule the appointments on the same day.

2.2.3.1. The Contractor must provide a means to make email scheduling with the JBE.

The Contractor must provide JBE employees access to an online scheduling tool. Following the JBE representative ordering an assessment for an

employee, the JBE Employee, at their own will, can schedule, reschedule, and cancel their evaluations as needed. Any cancellation and rescheduling should be communicated to the JBE representative.

2.2.3.2. The Contractor must provide the JBE representative with access to their scheduling tool, which can send notifications to the JBE Representative regarding each scheduled appointment.

2.2.3.3. Evaluations cannot be scheduled between 12pm-1pm PST, unless previous approval is given by the Project Manager.

2.2.4. The Contractor must provide the JBE Representative with an evaluation report **within five business days** of completing the evaluation or follow-up evaluation.

2.2.4.1. If the report cannot be delivered within five (5) business days, the Contractor must provide advance written notice to the JBE representative, with a proposed date of delivery.

2.3. On-site and Follow-Up Onsite Evaluation Requirements|

2.3.1. The Contractor must be available to provide onsite evaluations to each JBE location weekly, up to four (4) days per month.

2.3.2. The Contractor must be able to perform the following evaluation and reporting activities **within the sixty (60) mile radius** of the Judicial Council San Francisco and Sacramento offices.

2.3.2.1. The Judicial Council San Francisco office address is **455 Golden Gate Ave, San Francisco, CA 94102.**

2.3.2.2. The Judicial Council Sacramento office address is **2850 Gateway Oaks Drive, Sacramento CA 95833.**

2.3.2.3. The Judicial Council Sacramento office address is **2860 Gateway Oaks Drive, Sacramento CA 95833**

2.3.2.4. The Judicial Council Office of Governmental Affairs address is **520 Capitol Mall, Sacramento CA 95814**

2.3.3. On-site evaluations must include, but are not limited to, the following services:

2.3.3.1. Perform an on-site evaluation or follow-up evaluation taking into consideration the employee's workstation configuration, job tasks, and employee's posture and movement patterns at the workstation, and other criteria.

2.3.3.2. Provide one-on-one consultation to the employee on proper posture, ergonomic best practices, and ergonomic risk factors including tips,

exercises, and behavior modification to prevent and/or reduce further injury or reduce pain.

2.3.3.2.1. Provide Healthy Workstation Guidelines handout for reference.

2.3.3.3. Provide written evaluation and follow-up assessment reports to the JBE representative or Project Manager electronically in .doc or .pdf format. The written reports must include:

2.3.3.3.1. Unique Evaluation Identifier

2.3.3.3.2. Date of evaluation

2.3.3.3.3. Name of the individual being evaluated

2.3.3.3.4. Building address and workstation location

2.3.3.3.5. Description of current workstation configuration

2.3.3.3.6. Information on observations and discussions with the person being evaluated, including if any, metrics, risk factors chart, pain and discomfort levels.

2.3.3.3.7. Findings and recommendations, including the most cost-effective product recommendations and/or specifications, adjustments and suggestions for improving workstation efficiency and safety, and work habit corrections to be considered by the JBE representative or Project Manager and adhere to each individual ergonomic process.

2.3.3.3.8. Photographs of workstation, before and, if applicable, after workstation modifications.

2.3.3.3.9. Final reports include all items in **Section 2.3.3.3**. Final reports must be typo free, signed by the evaluator, and delivered within five (5) business days of completing the evaluation or follow evaluation. Any clarifications should be sent to JBE representative prior to the deliverable due date.

2.3.4. Follow-up assessments should include a post assessment online survey administered to the employee prior to the evaluation as well as the items listed in **Appendix A 2.3.3**.

2.3.5. The Contractor may only make equipment recommendations from the pre-approved equipment list per **Appendix A 2.7.4**.

2.3.6. Provide consolidated quarterly ergonomic data reports on each entity's evaluations to each respective JBE representative. Examples of reports can include number of evaluations (initial and follow-up) performed for each JBE, total cost of ergonomic evaluation expenditures by JBE, etc. Additional information to report will include:

2.3.6.1. Dates of past evaluations and assessments.

2.3.6.2. Recommendations/ provided by the ergonomist.

2.3.6.3. Reschedules and cancellations received during the period

2.4. Remote and Follow-Up Remote Ergonomic Evaluation Requirements

2.4.1. The Contractor must provide a shared tracking system with evaluation updates, limited to and viewable by each participating entity.

2.4.2. The Contractor must be able to perform remote evaluations and reporting activities for all JBE employees **regardless of location**.

2.4.3. Remote evaluations must include, but are not limited to, the following services:

2.4.3.1. Perform a remote evaluation or follow-up evaluation taking into consideration the employee's workstation configuration, job tasks, and employee's posture and movement patterns at the workstation, and other criteria.

2.4.3.2. Provide one-on-one consultation to the employee on proper posture, ergonomic best practices, and ergonomic risk factors including tips, exercises, and behavior modification to prevent and/or reduce further injury or reduce pain.

2.4.3.2.1. Provide Healthy Workstation Guidelines handout for reference.

2.4.3.3. Provide written evaluations and follow-up assessment reports to the JBE representative or Project Manager electronically in .doc or .pdf format. The written reports must include:

2.4.3.3.1. Unique Evaluation Identifier

2.4.3.3.2. Date of evaluation

2.4.3.3.3. Name of the individual being evaluated

2.4.3.3.4. Work location (home or office)

2.4.3.3.5. Description of current workstation configuration

- 2.4.3.3.6.** Information on observations and discussions with the person being evaluated, including if any, metrics, risk factors chart, pain and discomfort levels.
- 2.4.3.3.7.** Findings and recommendations, including the most cost-effective product recommendations and/or specifications, adjustments and suggestions for improving workstation efficiency and safety, and work habit corrections to be considered by the JBE representative or Project Manager and adhere to each individual ergonomic process.
- 2.4.3.3.8.** Photographs of workstation, before and, if applicable, after workstation modifications.
- 2.4.3.3.9.** Final reports include all items in **Section 2.4.3.3**. Final reports must be typo free, signed by the evaluator, and delivered within five (5) business days of completing the evaluation or follow evaluation. Any clarifications should be sent to JBE representative prior to the deliverable due date.

2.4.4. Follow-up assessments should include a post assessment online survey administered to the employee prior to the evaluation as well as the items listed in **Appendix A 2.4.3**.

2.4.5. The Contractor may only make equipment recommendations from the pre-approved equipment list per **Appendix A 2.7.4**.

2.4.6. The Contractor must provide consolidated quarterly ergonomic data reports on each entities' evaluations to each respective JBE. Examples of reports can include number of evaluations (initial and follow-up) performed for each JBE, total cost of ergonomic evaluation expenditures by JBE, etc. Additional information to report will include:

- 2.4.6.1.** Dates of past evaluations and assessments.
- 2.4.6.2.** Recommendations/ provided by the ergonomist.
- 2.4.6.3.** Reschedules and cancellations received during the period

2.5. Online Self-Assessment Requirements

2.5.1. Provide a robust and streamlined online self-assessment system to guide employees to review their existing workstation setup and make the adjustments needed to optimize comfort, well-being and productivity. The system should cover:

- 2.5.1.1.** Workstation setup (desk height, chair height, monitor placement, keyboard/mouse use), at home and in the office
- 2.5.1.2.** Posture and positioning during common tasks.

- 2.5.1.3. Frequency and type of movements (e.g., lifting, repetitive tasks).
 - 2.5.1.4. Environmental factors (lighting, noise, screen glare).
 - 2.5.1.5. Fit scoring, a metric for measuring workstation fit.
 - 2.5.2. The system must have a level of autonomy in terms of user access and guidance and provide enough resources and information for most employees to self-assess their workstation including their monitor placement, chair adjustments, mouse/keyboard positioning, and workstation layout catering to each employee's customized needs and job duties.
 - 2.5.3. The system must have a level of customization to adhere to each individual JBE's ergonomic process.
 - 2.5.4. The system may only make equipment recommendations from the pre-approved equipment list per **Appendix A 2.7.4**.
 - 2.5.5. Provide reports upon completion to the JBE representative or Project Manager with an overall pre- and post-assessment score, self-assessment utilization and equipment recommendations, if any. Additional information to report on will include:
 - 2.5.5.1. Dates of past assessments.
 - 2.5.5.2. Recommendations provided by the ergonomist.
 - 2.5.5.3. Reschedules and cancellations received during the period

2.6. Consultation Requirements

- 2.6.1.** Hourly Consultation – From time to time, projects may arise requiring assistance by the contractor to advise on facility planning with ergonomic issues, perform department-wide ergonomic projects, review of ergonomic equipment list, provide ergonomic expertise and advice, or assist with other areas of expertise that may be outside the scope of services.
 - 2.6.1.1.** Develop customized content and product guides as needed.
 - 2.6.1.2.** Provide online and/or onsite general ergonomic training to JBE staff as requested.
 - 2.6.1.3.** Onsite Live Training
 - 2.6.1.3.1.** General ergonomic workshops on setting up workstations correctly, maintaining proper posture, and understanding ergonomic risks.
 - 2.6.1.3.2.** Customized onsite training as needed.

2.6.1.4. Remote Live Training

2.6.1.4.1. General workshops on setting up workstations correctly, maintaining proper posture, and understanding ergonomic risks.

2.6.1.4.2. Customized remote training as needed.

2.7. Resources Requirements

2.7.1. The Contractor will provide printed and digital materials as requested by the JBE. This may include onboarding packets, ergonomic pamphlets or handouts customized for the JBE such as the Healthy Workstation Guidelines handout for reference.

2.7.2. The Contractor will provide access to online resources such as a learning portal. This may include interactive self-learning modules, videos, graphics and pamphlets.

2.7.2.1. Modules may include Work @ Office eLearning Course, Work @ Home Video Series, Work @ Home eLearning Course.

2.7.3. Provide consolidated ergonomic data reports to the JBE. Examples of reports can include number of evaluations (initial and follow-up) performed for each JBE, total cost of ergonomic evaluation expenditures by JBE, etc.

2.7.4. All ergonomic products will be recommended from an approved list of products from the JBE. Some exceptions with regards to ordering outside of the pre-approved list may be necessary, however, it will require approval by the JBE.

2.8. Service Areas

2.8.1. Contractor will provide services for each of the fifty-eight (58) Superior Courts, nine (9) Courts of Appeal, Judicial Council, Supreme Court, Habeas Corpus Resource Center, Commission of Judicial Performance, and California Judicial Center Library. If possible, provide:

- Onsite evaluations for JBE locations within sixty (60) miles of the Judicial Council's San Francisco or Sacramento locations; and
- Remote evaluations, self-assessments, resources and consultations for JBE regardless of location.

2.9. Contractor's Key Personnel

2.9.1. Below is a list of Contractor's key personnel who will be assisting the JBE's in providing ergonomic support services. The Contractor may only provide services to the JBEs using the following approved list of ergonomists:

2.9.1.1. Bryant Millan CAE, CEAS

2.9.1.2. Danielle Bergstedt DPT

2.9.1.3. Mohini Dutt PhD, CPE

2.9.1.4. Shawn Sherrod MS CEAS

2.9.1.5. Cindy Powell DPT, AOEAS

2.9.2. The Contractor may add ergonomists to this list at the sole discretion on the Project Manager. To submit an ergonomist for review, the Contractor must provide their resume to the Project Manager.

2.9.2.1. The Project Manager may express concerns to Humanscale which may result in ergonomists being removed from the list.

2.10. Acceptance Criteria. The Services and Deliverables must meet the following acceptance criteria or the JBE may reject the applicable Services or Deliverables. The JBE may use the attached Acceptance and Signoff Form (**Attachment 1**) to notify Contractor of the acceptance or rejection of the Services and Deliverables. Contractor will not be paid for any rejected Services or Deliverables.

Timeliness: The Services were completed, and the Deliverable were delivered on time.

Completeness: The Services and Deliverables contained the materials and features required in the Agreement.

Technical accuracy: The Services and Deliverables are accurate as measured against commonly accepted standards.

Satisfactory: The Services and Deliverables were satisfactorily met by the JBE representative.

2.11 Project Managers. Each JBE may designate a Project Manager. The Establishing JBE's project manager is: **Edward Metro**. JBE may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor's project manager is: **Bryant Millan**. Subject to written approval by the Establishing JBE, Contractor may change its project manager without need for an amendment to this Agreement.

2.12 Service Warranties. Contractor warrants to the JBEs that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Contractor warrants that each Deliverable and the Services will conform to the requirements of this Agreement and all applicable specifications and documentation. The foregoing warranty shall commence upon the JBE's acceptance of such Deliverable or Service, and shall continue for a period of one (1) year following acceptance. In the event any Deliverable or Service does not

to conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the JBE.

2.13 Resources. Contractor is responsible for providing any and all facilities, materials and resources (including personnel, equipment, tools and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.

2.14 Commencement of Performance. This Agreement is of no force and effect until signed by both parties and all Establishing JBE-required approvals are secured. Any commencement of performance prior to Agreement approval (and approval by a JBE of a Participating Addendum) shall be at Contractor's own risk.

2.15 Stop Work Orders.

2.15.1 Each JBE may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Work being provided to such JBE for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the JBE and the Contractor may agree ("Stop Work Order"). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the JBE shall either (i) cancel the Stop Work Order; or (ii) terminate the Work covered by the Stop Work Order as provided for in this Agreement.

2.15.2 If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of the Work. The JBE shall make an equitable adjustment in the delivery schedule and the Participating Addendum shall be modified, in writing, accordingly, if:

- i. The Stop Work Order results in an increase in the time required for performance of any part of the Participating Addendum; and
- ii. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage.

2.15.3 The JBEs shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

3. Acceptance or Rejection. All Goods, Services, and Deliverables are subject to acceptance by each JBE. The JBE may reject any Goods, Services or Deliverables that (i) fail to meet applicable requirements or specifications, including acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the JBE). If the JBE rejects any Good, Service, or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Good, Service, or Deliverable at no expense to the JBE to correct the relevant deficiencies and shall redeliver such Good, Service, or Deliverable to the JBE within ten (10) business days after the JBE's rejection, unless otherwise agreed in writing by the JBE. Thereafter, the parties shall repeat the

process set forth in this section until the JBE accepts such corrected Good, Service, or Deliverable. The JBE may terminate the portion of the Participating Addendum that relates to a rejected Good, Service, or Deliverable at no expense to the JBE if the JBE rejects that Good, Service, or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

Right to Defer Option Term Step Increase For Late Performance - Please see Appendix B, Payment Provisions, Section 2.2.

**ATTACHMENT 1
ACCEPTANCE AND SIGNOFF FORM**

Description of Services or Deliverables provided by Contractor: _____

Date submitted to the JBE: _____

The Services or Deliverables are:

1) Submitted on time: ☐ yes ☐ no. If no, please note length of delay and reasons.

2) Complete: ☐ yes ☐ no. If no, please identify incomplete aspects of the Services or Deliverables.

3) Technically accurate: ☐ yes ☐ no. If no, please note corrections required.

Please note level of satisfaction:

☐ Poor ☐ Fair ☐ Good ☐ Very Good ☐ Excellent

Comments, if any:

☐ The Services or Deliverables listed above are accepted.

☐ The Services or Deliverables listed above are rejected.

Name: _____

Title: _____

Name of JBE: _____

Date: _____

END OF ATTACHMENT

APPENDIX B

Payment Provisions

1. General. Subject to the terms of this Agreement, Contractor shall invoice the JBE, and the JBE shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the JBE shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature that Contractor incurs.

2. Compensation for Services.

2.1. Amount. Contractor will invoice the following rates/firmed fixed amounts for Services or Deliverables that the JBE has accepted:

Table 1

On-Site Evaluation within 60 Miles of: San Francisco Judicial Council Office, 455 Golden Gate Avenue, San Francisco, CA 94102 Sacramento Judicial Council Office, 2850/2860 Gateway Oaks Drive, Sacramento CA 95833 Judicial Council Office of Governmental Affairs, 520 Capitol Mall, Sacramento CA 95814					
# of Initial Evaluations	Cost of Evaluation/ Follow up Visit Initial Term	Cost of Evaluation/ Follow up Visit 1st Option Term	Cost of Evaluation/ Follow up Visit 2 nd Option Term	Cost of Evaluation/ Follow up Visit 3 rd Option Term	Number of Evaluations Performed Per Site Visit
Initial Evaluation Cost	\$ 295	\$ 295	\$ 305	\$ 315	1
Initial Evaluation Cost	\$ 295	\$ 295	\$ 305	\$ 315	2
Initial Evaluation Cost	\$ 238	\$ 246	\$ 255	\$ 264	3
Initial Evaluation Cost	\$ 238	\$ 246	\$ 255	\$ 264	4
Initial Evaluation Cost	\$ 238	\$ 246	\$ 255	\$ 264	5+
Follow-up Visit Cost	\$ 295	\$ 295	\$ 305	\$ 315	1+

Remote Evaluation(s) Per Day					
# of Initial Evaluations	Cost of Evaluation/ Follow up Initial Term	Cost of Evaluation/ Follow up 1 st Option Term	Cost of Evaluation/ Follow up 2 nd Option Term	Cost of Evaluation/ Follow up 3 rd Option Term	Number of Evaluations Performed Per Day
Initial Evaluation Cost	\$231	\$231	\$ 240	\$ 248	1
Initial Evaluation Cost	\$231	\$231	\$ 240	\$ 248	2
Initial Evaluation Cost	\$231	\$231	\$ 240	\$ 248	3
Initial Evaluation Cost	\$231	\$231	\$ 240	\$ 248	4

Initial Evaluation Cost	\$231	\$231	\$ 240	\$ 248	5+
Follow-up Visit Cost	\$118	\$118	\$ 122	\$ 126	1+

Table 2

Online Self-Evaluation Tool				
	Cost Initial Term	Cost 1st Option Term	Cost 2nd Option Term	Cost 3rd Option Term
ergoIQ FIT Per User Rate (Min 100 users) – Tier 1 ergoIQ HOME included at no additional charge ergoIQ PRO included at no additional charge	\$22.00	\$22.00	\$22.77	\$23.56
Pricing provided for Tier 1 for 100-250 users. Licensing fees are calculated based on the progressive tiered structure and are summarized below: Tier 2 - 251-500 users, \$17.50/self-assessment Tier 3 - 501-1000 users, \$13.25/self-assessment	\$17.50 \$13.25	\$17.50 \$13.25	\$18.10 \$13.70	\$18.75 \$14.20
Setup & Implementation - \$1,600 (one time cost)	waived	N/A	N/A	N/A
Single Sign On (SSO) Set up (optional)	\$1,575	N/A	N/A	N/A
Single Sign On (SSO) Annual Subscription (optional)	N/A	\$750	\$750	\$750

Table 3

Ergonomic Training				
Training Type	Fixed Cost Initial Term	Fixed Cost 1st Option Term	Fixed Cost 2nd Option Term	Fixed Cost 3rd Option Term
Pre-Recorded/ On Demand (Min 100 users), via ergoIQ Learn	\$3.50PP	\$ 3.36PP	\$3.48PP	\$3.60PP
Online/ Remote Live	\$ 395/1 hr-session	\$ 395/1 hr-session	\$395/1 hr-session	\$395/1 hr-session
Onsite/ In-Person Live	\$ 525/1 hr-session	\$ 525/1 hr-session	\$ 525/1 hr-session	\$525/1 hr-session
Customized Remote Training	\$ 238/hr	\$ 238/hr	\$ 238/hr	\$238/hr
Customized Onsite Training	\$ 238/hr	\$ 238/hr	\$ 238/hr	\$238/hr

Note: No price increase for the entire term of this Master Agreement including the option terms for the above training services.

Table 4

Ergonomic Consultation				
Services	Hourly Rate	Cost	Cost	Cost
	Initial Term	1st Option Term	2nd Option Term	3rd Option Term
TBD – See Section 2.6.1 in Appendix A	\$ 238/hour \$900/half day \$1,620/day	\$ 238/hour \$900/half day \$1,620/day	\$ 238/hour \$900/half day \$1,620/day	\$ 238/hour \$900/half day \$1,620/day

Note: No price increase for the entire term of this Master Agreement including the option terms for the above consultation services.

Table 5

Other Ergonomic Resources				
Material	Fixed Cost Initial Term	Fixed Cost 1st Option Term	Fixed Cost 2nd Option Term	Fixed Cost 3rd Option Term
TBD – See Section 2.7 in Appendix A	\$ 238/hour \$900/half day \$1,620/day	\$ 238/hour \$900/half day \$1,620/day	\$ 238/hour \$900/half day \$1,620/day	\$ 238/hour \$900/half day \$1,620/day

Note: No price increase for the entire term of this Master Agreement including the option terms for the above services. An hour of customization is included at no cost. Fee Based Customization includes modifications to meet the Judicial Council's requirements. Examples of customizations include the addition or modification of content, graphics, animations, and narration.

Additional Cost:

Humanscale will offer up to **10 hours/month** of administrative support at no cost. On a rare occasion, if any, additional administrative hours will be invoiced at **\$55/hour**, if needed and with approval of the JBE in advance.

2.2. Right to Defer Option Term Step Increase For Late Performance. If the delivery of evaluation reports as required in Sections 2.2.4.1, 2.3.3.3.9 and 2.4.3.3.9 of Appendix A, are not delivered within **five (5) business days** of the evaluation without communication and understanding by the Project Manager to JBE more than three (3) times within a Term year, the JBE has the right to defer the price step increases outlined in Section 2.1 (Table 1) above until Humanscale meets the agreed upon service deadlines within this Agreement. Until the JBE's Project Manager agrees that service deadlines are met, the current Term prices will continue for the subsequent Option Year, should the JBE exercise its Option.

2.3. Rescheduling and Cancellations

2.3.1. Onsite Evaluations and Onsite Services.

2.3.1.1. If rescheduling is initiated by the JBE Employee or JBE representative by no fault of the Contractor, the JBE is subject to the following rates. Services that are not rescheduled are charged as cancellations.

Rescheduling period	Cancellation Rate
More than 48 hours before the scheduled appointment	All non-refundable travel costs limited to the California state mileage reimbursement rate.
More than 24 hours, but less than 48 hours before the scheduled appointment	25% of quoted services
Less than 24 hours before the scheduled appointment	50% of quotes services
No show at the time of the appointment	100% of quoted services

2.3.1.2. If cancellation is initiated by the JBE Employee or JBE representative by no fault of the Contractor, the JBE is subject to the following rates:

Cancellation period	Cancellation Rate
More than 48 hours before the scheduled appointment	All non-refundable travel costs limited to the California state mileage reimbursement rate.
More than 24 hours, but less than 48 hours before the scheduled appointment	50% of quoted services
Less than 24 hours before the scheduled appointment	80% of quotes services
No show at the time of the appointment	100% of quoted services

2.3.2. Remote Evaluations and Remote Services.

2.3.2.1. If rescheduling is initiated by the JBE Employee or JBE representative by no fault of the Contractor, the JBE is subject to the following rates. Services that are not rescheduled are charged as cancellations.

Rescheduling period	Cancellation Rate
More than 24 hours before the scheduled appointment	\$0

Less than 24 hours before the scheduled appointment	25% of quoted services
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2.3.2.2. If cancellation is initiated by the JBE Employee or JBE representative by no fault of the Contractor, the JBE is subject to the following rates:

Cancellation period	Rate
More than 24 hours before the scheduled appointment	\$0
Less than 24 hours before the scheduled appointment	50% of quoted services

2.3.3. Re-scheduling and cancellations by fault of the Contractor will not be charged to the JBE. The Contractor must reschedule the evaluation within two weeks of the initial appointment. If evaluation is cancelled or rescheduled within 24 hours of the evaluation, the Contractor must implement a price reduction of **25%** of quoted services.

2.3.4. Incomplete evaluations will not be charged to JBE. Evaluations that are terminated without completing all service criteria stated in **Appendix A 2.3.3** and **2.4.3** are incomplete.

2.4. The Rates and the Firm Fixed Cost in the above tables will remain intact throughout the entire term and option terms of this Master Agreement. The hourly rates and the firm fixed cost set forth shall be fully burdened and inclusive of all costs including, but not limited to personnel, materials, computer support, commissions, travel, lodging, per diem, and overhead rates payable to the Contractor for services rendered to the JBE. The Contractor shall not charge, nor shall the JBE pay any overtime rate.

2.5. The Contractor shall not request, nor shall the JBE consider any reimbursement for non-production work including but not limited to time spent traveling to and from a job site or any living expenses.

2.6. Withholding. When making a payment tied to the acceptance of Deliverables, the JBE shall have the right to withhold fifteen percent (15%) of each such payment until the JBE accepts the final Deliverable.

2.7. No Advance Payment. The JBEs will not make any advance payments.

3. Expenses. Except as set forth in this section, no expenses relating to the Goods, Services, and Deliverables shall be reimbursed by the JBEs.

3.1. Allowable Expenses. Contractor may submit for reimbursement, without mark-up, only the following categories of expense:

- N/A

4. Invoicing and Payment

4.1 Invoicing. Contractor shall submit invoices to the JBE in arrears no more frequently than monthly. Contractor's invoices must include information and supporting

documentation acceptable to the JBE. Contractor shall adhere to reasonable billing guidelines issued by the JBE from time to time.

- 4.2 Payment.** The JBE will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Goods, Services, or Deliverables, in accordance with the terms of this Agreement and the applicable Participating Addendum. Notwithstanding any provision to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations. The payment term is **Net 60** after receipt of correct invoice.
- 4.3 No Implied Acceptance.** Payment does not imply acceptance of Contractor's invoice, Goods, Services, or Deliverables. Contractor shall immediately refund any payment made in error. The JBE shall have the right at any time to set off any amount owing from Contractor to the JBE against any amount payable by the JBE to Contractor under this Agreement.
- 5. Taxes.** Unless otherwise required by law, the JBE is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The JBE shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the JBE pursuant to this Agreement.

APPENDIX C

General Provisions

1. Provisions Applicable to Services

- 1.1 Qualifications.** Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If a JBE is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor shall replace them with qualified personnel with respect to such JBE.
- 1.2 Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.
- 1.3 Background Checks.** Contractor shall cooperate with the JBE if the JBE wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the JBE may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the JBE of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the JBE and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the JBE: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the JBE, the JBE advises are unacceptable to the JBE.

2. Contractor Certification Clauses. Contractor certifies to the JBEs that the following representations and warranties, which shall apply to this Agreement and any Participating Addendum, are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the JBEs if any representation and warranty becomes untrue. Contractor represents and warrants as follows:

- 2.1 Authority.** Contractor has authority to enter into and perform its obligations under this Agreement and any Participating Addendum, and Contractor's signatory has authority to bind Contractor to this Agreement and any Participating Addendum.
- 2.2 Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBEs.
- 2.3 No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement (or any Participating Addendum) or securing favorable treatment with respect to any determinations concerning the performance of this Agreement (or any Participating Addendum).
- 2.4 No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC sections 10365.5, 10410 or 10411; Government Code sections 1090

et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.

- 2.5 No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement and any Participating Addendum does not create a material conflict of interest or default under any of Contractor's other contracts.
- 2.6 No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform its obligations.
- 2.7 Compliance with Laws Generally.** Contractor complies with all laws, rules, and regulations applicable to Contractor's business and its obligations under this Agreement and any Participating Addendum.
- 2.8 Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
- 2.9 No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement (and any Participating Addendum), and Contractor takes all reasonable steps to prevent harassment from occurring.
- 2.10 Noninfringement.** The Goods, Services, Deliverables, and Contractor's performance under this Agreement (and any Participating Addendum) do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.
- 2.11 Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.
- 2.12 National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

3. Insurance.

3.1 General Requirements.

A. By requiring the minimum insurance set forth in this Agreement, the JBE shall not be deemed or construed to have assessed the risks that may be applicable to Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverage.

B. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to the JBE in compliance with the insurance requirements set forth in this Agreement. The JBE may, in its sole discretion, accept self-insurance or risk-pool coverage as a substitute for any of the required insurance policies under this Agreement. No representation is made by the JBE that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

C. Contractor shall obtain and maintain the required insurance for the duration of this Agreement with an insurance company or companies acceptable to the JBE, in its sole discretion, and that are rated “A-VII” or higher by A. M. Best’s key rating guide and are authorized to do business in the state of California.

D. For all insurance policies required under this Agreement, no deductible shall exceed five (5) percent of the minimum limit of insurance required under this Agreement unless authorized in writing by the JBE. Any Contractor deductible must be clearly stated on the appropriate certificate of insurance.

Self-Insured retentions (SIR) must be declared to and approved in writing by the JBE. The JBE may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or JBE. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to Judicial Branch Entities or Judicial Branch Personnel. JBE may deduct from any amounts otherwise due Contractor to fund the SIR. Policies shall NOT contain any SIR provisions that limit the satisfaction of the SIR to the named insured. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR. JBE reserves the right to obtain a copy of any policies and endorsements for verification.

E. Contractor is responsible for and may not recover from the State of California, Judicial Council, or the JBE any deductible or self-insured retention that is connected to the insurance required under this Agreement. If self-insured, Contractor warrants that it will

maintain funds to cover losses required to be insured against by Contractor under the terms of this Agreement.

F. Contractor, prior to commencing performance under this Agreement, shall provide JBE with certificates of insurance and signed insurance policy endorsements, on forms acceptable to JBE, as evidence that the required insurance is in full force and effect. The insurance required under this Agreement, and any excess liability or umbrella liability insurance, that Contractor maintains in compliance with the terms of this “General Requirements” subsection (with the exception of Professional Liability Insurance, if required) must be endorsed to include the State of California; Judicial Council of California; and the Judicial Branch Entities (including the Establishing JBE and the Participating Entities); and their respective elected and appointed officials, judicial officers, officers, employees, and agents as additional insureds. No payments will be made to Contractor until all required current and complete certificates of insurance and signed insurance policy endorsements are properly endorsed and on file with the JBE.

G. The insurance required under this Agreement, including all required additional insured coverages, must be endorsed to be primary and non-contributory to any insurance or self-insurance maintained by the State of California, Judicial Council, or the JBE. Contractor’s liabilities under this Agreement shall not be limited in any manner to the insurance coverage required.

H. Failure to provide the documentation as required prior to the commencement of Work shall not constitute or be construed as a waiver of the obligation to provide such documentation.

I. The Certificates of Insurance must be addressed and mailed to:

Procurement Manager, Contracts, Branch Accounting and Procurement
Contract Number **MA-SF2024-01**
Judicial Council of California
455 Golden Gate Avenue
San Francisco, CA 94012

J. All insurance policies required under this Agreement must remain in force for the entire duration of this Agreement. If the insurance expires during the Term of this Agreement, Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsement(s), or Contractor will be in breach of this Agreement, and the JBE may direct the Contractor to stop work or may take other remedial action. Contractor must provide renewal insurance certificates and signed policy endorsements to JBE on or before the expiration date of the previous insurance certificates and signed policy endorsements. Any new insurance procured by Contractor must conform to the requirements of this Agreement.

K. In the event Contractor fails to keep the specified insurance coverage in force at all times required under this Agreement, JBE may, in addition to and without limiting any other remedies available to it, (i) order the Contractor to stop work, or (ii) terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

L. Contractor, and each insurer providing insurance required under this Agreement, expressly waives all rights of recovery and subrogation rights it may have against the State of California, Judicial Council, the JBE, and their respective elected and appointed officials, judicial officers, officers, employees, and agents for direct physical loss or damage to the Work, and for any liability arising out of or in connection with the Work performed by Contractor under this Agreement or arising out of or in connection with Contractor's breach of this Agreement. This provision does not apply to professional liability insurance policies.

M. Contractor shall provide the JBE with written notice within **TEN (10)** calendar days of becoming aware of a material change or cancellation of the insurance policies required under this Agreement. In the event of expiration or cancellation of any insurance policy, Contractor shall **immediately** notify the JBE's Project Manager.

N. JBE reserves the right to request certified copies of any of the insurance policies required under this Agreement, which must be provided by Contractor within **TEN (10)** business days following the request by JBE.

O. Contractor must require insurance from its Subcontractors in substantially the same form as required of the Contractor herein and with limits of liability that are sufficient to protect the interests of the Contractor, State of California, the Judicial Council, the JBE, and the Judicial Branch Entities.

3.2 **Individual Policy Requirements**

A. Commercial General Liability

Commercial General Liability Insurance shall be written on an occurrence form with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage and two million dollars (\$2,000,000) annual aggregate. The policy shall include coverage for liabilities arising out of or in connection with premises, operations, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom a claim is made or suit is brought. The products and completed liability shall extend for not less than three (3) years past the completion of the Work or the termination of this Agreement, whichever occurs first.

B. Commercial Automobile Liability

Commercial Automobile Liability Insurance shall have limits of not less than one million dollars (\$1,000,000) per accident. This insurance must cover liability arising out of or in connection with the operation, use, loading, or unloading of a motor vehicle assigned to or used in connection with the Work including, without limitation, owned, hired, and non-owned motor vehicles.

C. Workers' Compensation & Employers' Liability Insurance

If Contractor has employees, it shall maintain workers' compensation insurance as required by law. Employer's liability limits shall be not less than one million dollars (\$1,000,000) for each accident, one million dollars (\$1,000,000) as the aggregate disease policy limit, and one million dollars (\$1,000,000) as the disease limit for each employee. If Contractor does not have employees, it shall provide a letter, on company letterhead, to the JBE certifying, under penalty of perjury, that it does not have employees. Upon the JBE's receipt of the letter, Contractor shall not be required to maintain workers' compensation insurance.

D. Professional Liability Insurance

Professional Liability Insurance shall include coverage for any negligent act, error, or omission committed or alleged to have been committed which arises out of rendering or failure to render the Work provided under the terms of this Agreement. The policy shall provide limits of not less than one million dollars (\$1,000,000) per claim or per occurrence and two million dollars (\$2,000,000) annual aggregate. If the policy is written on a "claims made" form, Contractor shall continue such coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that Work commences pursuant to the Agreement.

E. Cyber Liability Insurance

Cyber Liability Insurance, with limits not less than two million dollars (\$2,000,000) per occurrence or claim, two million dollars (\$2,000,000) aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

3.3 Umbrella Policies

Contractor may satisfy basic coverage limits through any combination of primary, excess, or umbrella insurance.

- 4. Indemnity.** Contractor will defend (with counsel satisfactory to the JBE or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with: (i) a latent or patent defect in any Goods; (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement; (iii) a breach of a representation, warranty, or other provision of this Agreement or any Participating Addendum; and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This

indemnity will survive the expiration or termination of this Agreement or any Participating Addendum, and acceptance of any Goods, Services, or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement that would bind an indemnified party, without the affected JBE's prior written consent, which consent shall not be unreasonably withheld; and such JBE shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

5. **Option Term.** Unless Section 2 of the Coversheet indicates that an Option Term is not applicable, the Establishing JBE may, at its sole option, extend this Agreement for a up to **three consecutive one-year terms**, at the end of which Option Term this Agreement shall expire. In order to exercise this Option Term, the Establishing JBE must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Contractor's signature.

- (1) July 1, 2025 to June 30, 2026– **“Initial Term”**
- (2) July 1, 2026 to June 30, 2027 – **“First Option Term”**
- (3) July 1, 2027 to June 30, 2028 – **“Second Option Term”**
- (4) July 1, 2028 to June 30, 2029 – **“Third Option Term”**

6. **Tax Delinquency.** Contractor must provide notice to the JBEs immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The Establishing JBE may terminate this Agreement immediately “for cause” pursuant to Section 7.2 below (and each JBE may terminate its Participating Addendum immediately “for cause” pursuant to Section 7.2 below) if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.

7. Termination

7.1 **Termination for Convenience.** The Establishing JBE may terminate, in whole or in part, this Agreement (and a JBE may terminate, in whole or in part, a Participating Addendum) for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Establishing JBE (and regarding a Participating Addendum, except as otherwise directed by the JBE), Contractor shall immediately: (a) stop Services (or development of Deliverables) as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.

7.2 **Termination for Cause.** The Establishing JBE may terminate this Agreement, in whole or in part, immediately “for cause” (and a JBE may terminate a Participating Addendum, in whole or in part, immediately “for cause”): if (i) Contractor fails or is

unable to meet or perform any of its duties under this Agreement or a Participating Addendum, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the JBE, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement (or any Participating Addendum) any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.

7.3 Termination upon Death. This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.

7.4 Termination for Changes in Budget or Law. Each JBE's payment obligations are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement or Participating Addendum. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement (including a Participating Addendum). The Establishing JBE may terminate this Agreement (and any JBE may terminate a Participating Addendum), and each JBE may limit Contractor's Work (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the JBEs if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Establishing JBE determines that Contractor's performance under this Agreement (or a JBE determines that Contractor's performance under a Participating Addendum) has become infeasible due to changes in applicable laws.

7.5 Rights and Remedies.

- A. *Nonexclusive Remedies.*** All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Establishing JBE and the affected Participating Entities immediately if Contractor is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement (or a Participating Addendum). If Contractor is in default: (i) a JBE may withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement; (ii) a JBE may require Contractor to enter into nonbinding mediation; (iii) the Establishing JBE may exercise, following Notice, the Establishing JBE's right of early termination of this Agreement (and a JBE may exercise its right of early termination of a Participating Addendum) as provided herein; and (iv) a JBE may seek any other remedy available at law or in equity.
- B. *Replacement.*** If the Establishing JBE terminates this Agreement (or if a JBE terminates a Participating Addendum) in whole or in part for cause, the JBE may acquire from third parties, under the terms and in the manner the JBE considers appropriate, goods or services equivalent to those terminated, and Contractor shall

be liable to the JBE for any excess costs for those goods or services. Notwithstanding any other provision, in no event shall the excess cost to the JBEs for such goods and services be excluded as indirect, incidental, special, exemplary, punitive or consequential damages of the JBEs. Contractor shall continue any Work not terminated.

- C. *Delivery of Materials.* In the event of any expiration or termination of this Agreement (or a Participating Addendum), Contractor shall promptly provide the applicable JBE or JBEs with all originals and copies of the Deliverables for such JBE, including any partially-completed Deliverables-related work product or materials, and any JBE-provided materials in its possession, custody, or control. In the event of any termination of this Agreement or Participating Addendum, the JBEs shall not be liable to Contractor for compensation or damages incurred as a result of such termination.
- D. *Participating Addenda.* The termination of this Agreement shall not result in the termination of any outstanding Participating Addendum that has not been terminated by a JBE, and this Agreement shall continue to apply to any such Participating Addendum until such time as all Work under such Participating Addendum has been completed by its terms or is terminated as provided in this Section 7; provided, however, that the term of such Participating Addendum may not exceed the expiration date of this Agreement. Issuance and acknowledgement of any Participating Addendum (as evidenced by the JBE's and Contractor's signature on the Participating Addendum) must be completed before the termination or expiration of this Agreement.

7.6 Survival. Termination or expiration of this Agreement shall not affect the rights and obligations of Contractor, the Establishing JBE, and the Participating Entities which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations that by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.

8. Assignment and Subcontracting. Contractor may not assign or subcontract its rights or duties under this Agreement (including any Participating Addendum), in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Establishing JBE. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.

9. Notices. Notices must be sent to the following address and recipient:

If to Contractor:	If to the Establishing JBE:
<u>Bryant Millan, Project Manager</u> <u>220 Circle Drive North</u> <u>Piscataway, New Jersey, 08854</u>	<u>Edward Metro, Project Manager</u> 2850 Gateway Oaks, Suite 100 Sacramento, CA 95833

<u>With a copy to:</u> bmillan@humanscale.com Contracts@humanscale.com	<u>With a copy to:</u> Edward.Metro@jud.ca.gov Katie.Kwan@jud.ca.gov
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Either party may change its address for Notices by giving the other party Notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

10. Provisions Applicable to Certain Agreements. The provisions in this section are applicable to this Agreement and to any Participating Addendum, provided, however that if this Agreement or a Participating Addendum is not of the type described in the first sentence of a subsection, then that subsection does not apply to this Agreement or such Participating Addendum.

10.1 Union Activities Restrictions. *If the Contract Amount is over \$50,000, this section is applicable.* Contractor agrees that no JBE funds received under this Agreement or any Participating Addendum will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no JBE funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

10.2 Domestic Partners, Spouses, Gender, and Gender Identity Discrimination. *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.

10.3 Child Support Compliance Act. *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

10.4 Priority Hiring. *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

- 10.5 Iran Contracting Act.** *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to the Establishing JBE an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Establishing JBE to enter into this Agreement (and written permission from each JBE to enter into the applicable Participating Addendum) pursuant to PCC 2203(c).
- 10.6 Loss Leader Prohibition.** *If this Agreement (including any Participating Addendum) involves the purchase of goods, this section is applicable.* Contractor shall not sell or use any article or product as a “loss leader” as defined in section 17030 of the Business and Professions Code.
- 10.7 Recycling.** *If this Agreement (including any Participating Addendum) provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement (including any Participating Addendum) includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable.* Contractor shall use recycled products in the performance of this Agreement (including any Participating Addendum) to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.
- 10.8 Federal Funding Requirements.** *If this Agreement (or a Participating Addendum) is funded in whole or in part by the federal government, this section is applicable.* It is mutually understood between the parties that this Agreement (or a Participating Addendum) may have been written for the mutual benefit of both parties (or Participating Entities) before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement (or a Participating Addendum) were executed after that determination was made. This Agreement (or a Participating Addendum) is valid and enforceable only if sufficient funds are made available to the Establishing JBE (or the applicable Participating Entity) by the United States Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement (or a Participating Addendum) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement (or a Participating Addendum) in any manner. The parties mutually agree that if the Congress does not

appropriate sufficient funds for any program under which this Agreement (or a Participating Addendum) is intended to be paid, this Agreement (or Participating Addendum) shall be deemed amended without any further action of the parties to reflect any reduction in funds. The Establishing JBE may invalidate this Agreement (and a JBE may invalidate a Participating Addendum) under the termination for convenience or cancellation clause (providing for no more than thirty (30) days' Notice of termination or cancellation), or amend this Agreement (or Participating Addendum) to reflect any reduction in funds.

10.9 Antitrust Claims. *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the applicable JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the JBE shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

10.10 Legal Services. *If this Agreement is for legal services, this section is applicable.* Contractor shall: (i) adhere to legal cost and billing guidelines designated by the JBE; (ii) adhere to litigation plans designated by the JBE, if applicable; (iii) adhere to case phasing of activities designated by the JBE, if applicable; (iv) submit and adhere to legal budgets as designated by the JBE; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the JBE; and (vi) submit to legal bill audits and law firm audits if so requested by the JBE, whether conducted by employees or designees of the JBE or by any legal cost-control provider retained by the JBE for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the JBE. If (a) the Contract Amount is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services, or an equivalent amount of financial contributions to qualified legal services projects and support centers, as defined in section 6213 of the Business and Professions Code, during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the

number of hours equal to ten percent (10%) of the Contract Amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for nonrenewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a Judicial Branch Entity for legal services.

10.11 Good Standing. *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement (and any Participating Addendum) is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.

10.12 Small Business Preference Commitment. This section is applicable if Contractor received a small business preference in connection with this Agreement. Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement (and any Participating Addendum). Contractor must within sixty (60) days of receiving final payment under this Agreement (and any Participating Addendum) report to the JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than seventy-five percent (75%) of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement (and any Participating Addendum).

11. Miscellaneous Provisions.

11.1 Independent Contractor. Contractor is an independent contractor to the JBEs. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the JBEs. Contractor has no authority to bind or incur any obligation on behalf of the JBEs. If any governmental entity concludes that Contractor is not an independent contractor, the Establishing JBE may terminate this Agreement (and a JBE may terminate a Participating Addendum) immediately upon notice.

11.2 GAAP Compliance. Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.

11.3 Audit. Contractor must allow the JBEs or their designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement (including any Participating Addendum), and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement (including any Participating Addendum), Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the JBE five percent (5%) or more during the time period subject to audit, Contractor must reimburse the JBE in an amount equal to the cost of such audit. This Agreement (and any Participating Addendums) are subject to examinations and audit by the State Auditor for a period of three (3) years after final payment.

- 11.4 Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services (including Deliverables) or the delivery of the Goods. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
- 11.5 Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the JBE's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement and any Participating Addendum. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. Each JBE owns all right, title and interest in its Confidential Information. Contractor will notify the affected JBE promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the JBE to protect such Confidential Information. Upon a JBE's request and upon any termination or expiration of this Agreement or a Participating Addendum, Contractor will promptly (a) return to the JBE or, if so directed by the JBE, destroy all such JBE's Confidential Information (in every form and medium), and (b) certify to the JBE in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the JBEs shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.
- 11.6 Ownership of Deliverables.** Unless otherwise agreed in this Agreement, regarding any Deliverables or any other work product to be provided to a JBE, Contractor hereby assigns to such JBE all rights, title, and interest (and all intellectual property rights, including but not limited to copyrights) in and to such Deliverables and work product, any partially-completed Deliverables, and related materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable or other work product in whole or part, in any manner or form, or authorize others to do so, without the written consent of the JBE.
- 11.7 Publicity.** Contractor shall not make any public announcement or press release about this Agreement (or any Participating Addendum) without the prior written approval of

the Establishing JBE (and with respect to any Participating Addendum, the prior written approval of the applicable JBE).

11.8 Choice of Law and Jurisdiction. California law, without regard to its choice-of-law provisions, governs this Agreement (including any Participating Addendum). The Contractor and the applicable JBEs shall attempt in good faith to resolve informally and promptly any dispute that arises. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.

11.9 Negotiated Agreement. This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.

11.10 Amendment and Waiver. Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the Establishing JBE. A waiver of enforcement of any of this Agreement's terms or conditions by the Establishing JBE is effective only if expressly agreed in writing by a duly authorized officer of the Establishing JBE. Any waiver or failure by a JBE to enforce any provision of this Agreement or Participating Addendum on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.11 Follow-On Contracting. No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.

11.12 Severability. If any part of this Agreement is held unenforceable, all other parts remain enforceable.

11.13 Headings; Interpretation. All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word "including" means "including, without limitation." Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.

11.14 Time of the Essence. Time is of the essence in Contractor's performance under this Agreement.

11.15 Counterparts. This Agreement may be executed in counterparts, each of which is considered an original.

APPENDIX D

Defined Terms

As used in this Agreement, the following terms have the indicated meanings:

“Agreement” is defined on the Coversheet.

“Contractor” is defined on the Coversheet.

“Confidential Information” means: (i) any information related to the business or operations of each JBE, including information relating to its personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of each JBE (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to the JBEs’ satisfaction that: (a) Contractor lawfully knew prior to the JBE’s first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.

“Consulting Services” refers to the services performed under “Consulting Services Agreements,” which are defined in PCC 10335.5, substantially, as contracts that: (i) are of an advisory nature; (ii) provide a recommended course of action or personal expertise; (iii) have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and (iv) are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.

“Contract Amount” means the contract amount of any Participating Addendum.

“Coversheet” refers to the first page of this Agreement.

“Deliverables” is defined in Appendix A.

“Effective Date” is defined on the Coversheet.

“Establishing JBE” is defined on the Coversheet.

“Evaluation” is defined as the service performed by an ergonomist as defined in for Onsite Evaluations and in for Remote Evaluations.

“Expiration Date” is the later of (i) the day so designated on the Coversheet, and (ii) the last day of any Option Term.

“Goods” is defined in Appendix A.

“Initial Term” is the period commencing on the Effective Date and ending on the Expiration Date designated on the Coversheet.

“JBEs” and **“JBE”** are defined on the Coversheet.

“JBE Representative” is defined as a representative of a participating Judicial Branch Entity.

“JBE Employee” is defined as an employee of the JBE, receiving the evaluation and or services.

“Judicial Branch Entity” or “Judicial Branch Entities” means the Establishing JBE listed in Appendix A:

- Supreme Court of California (SC)
- California Judicial Center Library
- District Courts of Appeal (DCA)
- 58 Superior Courts of California (also referred to as trial courts – TC) located in each of the 58 counties
- Habeas Corpus Resource Center (HCRC)
- Commission on Judicial Performance (CJP)
- Judicial Council - San Francisco, Sacramento, and some satellite offices

“Judicial Branch Personnel” means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.

“Notice” means a written communication from one party to another that is (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth in Appendix C.

“Option Term” means a period, if any, through which this Agreement may be or has been extended by the Establishing JBE.

“Participating Addendum” is defined in Appendix A.

“Participating Entities” and **“Participating Entity”** are defined on the Coversheet.

“PCC” refers to the California Public Contract Code.

“Services” is defined in Appendix A.

“Stop Work Order” is defined in Appendix A.

“Term” comprises the Initial Term and any Option Terms.

“Work” is defined in Appendix A.

APPENDIX E

Participating Addendum

- (1) This Participating Addendum is made and entered into as of [month/day/year] (“Participating Addendum Effective Date”) by and between the _____ *[add full name of the JBE]* (“JBE”) and **Humanscale Corporation** (“Contractor”) pursuant to the Master Agreement # **MA-SF2024-01** (“Master Agreement”) dated **July 1, 2025** between the *[add name of the JBE that established the Master Agreement]* (“Establishing JBE”) and Contractor. Unless otherwise specifically defined in this Participating Addendum, each capitalized term used in this Participating Addendum shall have the meaning set forth in the Master Agreement.
- (2) This Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE, subject to the following: (i) this Participating Addendum shall be governed by the Master Agreement, and the terms in the Master Agreement are hereby incorporated into this Participating Addendum; (ii) the Participating Addendum (including any work authorization request pursuant to the Participating Addendum) may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the Work provided for in the Master Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Master Agreement. The Participating Addendum and the Master Agreement shall take precedence over any terms and conditions included on Contractor’s invoice or similar document.
- (3) Under this Participating Addendum, the JBE may at its option place orders for the Services. The Services are subject to and governed by the terms of the Master Agreement and the Participating Addendum. Any term requested by the Participating JBE that conflicts with or alters any term of the Master Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and JBE. Subject to the foregoing, the Participating Addendum shall be deemed to include authorization for ergonomic services requests within the scope of this agreement.
- (4) See Master Agreement Appendix A, **Section 2.2 Scheduling Requirements for a detailed service timeline.**
- (5) The JBE is solely responsible for the acceptance of and payment for the Work under this Participating Addendum. The JBE shall be solely responsible for its obligations and any breach of its obligations. Any breach of obligations by the JBE shall not be deemed a breach by the Establishing JBE or any other Participating Entity. The Establishing JBE shall have no liability or responsibility of any type related to: (i) the JBE’s use of or procurement through the Master Agreement (including this Participating Addendum), or (ii) the JBE’s business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
- (6) Pricing for the Work shall be in accordance with the prices set forth in the Master Agreement.

- (7) The term of this Participating Addendum shall be from the Effective Date until:
[_____ **month/day/year** – may not exceed the term of the Master Agreement].
- (8) The JBE hereby orders, and Contractor hereby agrees to provide, the following Work for current and new JBE employees as defined in Appendix A, Section 2, Services of the Master Agreement:
- Onsite Ergonomic and follow-up evaluations for JBEs within 60 miles of the following Addresses:
 - San Francisco Judicial Council Office, 455 Golden Gate Avenue, San Francisco, CA 94102
 - Sacramento Judicial Council Office, 2850/2860 Gateway Oaks Drive, Sacramento CA 95833
 - Judicial Council Office of Governmental Affairs, 520 Capitol Mall, Sacramento CA 95814
 - Remote ergonomic and follow-up evaluations
 - Self-assessment tools and resources
 - Remote and/or onsite ergonomic training
 - Ergonomic consultation services
- (9) Any notices must be sent to the following address and recipient:

If to Contractor:	If to the JBE:
<u>Bryant Millan, Project Manager</u> <u>220 Circle Drive North</u> <u>Piscataway, New Jersey, 08854</u> <u>With a copy to:</u> bmillan@humanscale.com Contracts@humanscale.com	<u>[name, title, address]</u> <u>With a copy to:</u>

Either party may change its address for notices by giving the other party notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

- (10) This Participating Addendum and the incorporated documents and provisions (including the terms of the Master Agreement) constitute the entire agreement between the parties and supersede any and all prior understandings and agreements, oral or written, relating to the subject matter of this Participating Addendum.

IN WITNESS WHEREOF, JBE and Contractor have caused this Participating Addendum to be executed on the Participating Addendum Effective Date.

[JBE]

Humanscale Corporation

By: _____

Name:

Title:

By: _____

Name:

Title: