

AGREEMENT MA-SF202101


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, 2021** (“Effective Date”) and expires on **June 30, 2022** (“Expiration Date”). This Agreement includes three (3) consecutive one-year Option Term which extend through **June 30, 2025**. Each of the three option terms maybe exercised at the Judicial Council’s sole discretion.

3. The title of this Agreement is: **Master Agreement for Ergonomic Assessment Services pursuant to RFP HR 2020-24-CD**.

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 –Goods and Services
 - Appendix B – Payment Provisions
 - Appendix C – General Provisions
 - Appendix D – Defined Terms
 - Appendix E – Participating Addendum
 - Appendix F – Work Authorization Form
 - Appendix G – Humanscale’s ergoIQ License Agreement and Proposal
 - Attachments 1-2

ESTABLISHING JBE’S SIGNATURE	CONTRACTOR’S SIGNATURE
JUDICIAL COUNCIL OF CALIFORNIA	CONTRACTOR’S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)</i> HUMANSCALE CORPORATION
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING Brian Walsh, Supervisor, Contracts	PRINTED NAME AND TITLE OF PERSON SIGNING Shekima White-Ellis, Contract Specialist
DATE EXECUTED 07/02/2021	DATE EXECUTED 07/02/2021

ADDRESS

**Attn: Branch Accounting and Procurement |
Administrative Division
455 Golden Gate Ste. 600
San Francisco, CA 94102**

ADDRESS

**Attn: Audrey Knable, Director of Contracts
220 Circle Drive North
Piscataway, NJ 08854**

APPENDIX A

Services

1. Background and Purpose

- 1.1 This Master Agreement is for ergonomic assessment for onsite/remote evaluation for the Judicial Branch Entities (JBE) throughout California. Contractor will make equipment recommendations, recommend workstation changes, and will perform follow-up evaluations as needed.
- 1.2 This Master Agreement sets forth the terms and conditions that apply to Contractor's provision of Work to the JBEs. "Work" shall mean the Goods, Services, and Deliverables as further described in Sections 2 below. This Agreement does not obligate a JBE to place any orders for Work and does not guarantee Contractor a specific volume of orders.

The Judicial Branch Entities (JBE) consists 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
- 1.3 The Establishing JBE and other Participating Entities 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 participation 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 JBE 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 Participating Entity 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 where there is a conflict between the Agreement and Participating Addendum, the terms of the Agreement shall take precedence 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 Entity, may at its option place orders for the Goods using a Purchase Order, subject to the following: such Purchase Order is subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the Purchase Order 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 such Purchase Orders. The terms and conditions of the Master Agreement shall take precedence over the terms and conditions of any Participating Addendum or Purchase Order, contract, or terms and conditions included on an invoice or like document unless changes are made by reference to specific provisions of the 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. Each JBE reserves the right to provide, or have others provide the Work. Contractor shall reasonably cooperate with any third parties retained by a JBE to provide the Work.
- 1.8 Term of the Agreement:

- A. The initial term of the agreement will be for one year beginning **July 1, 2021** and ending **June 30, 2022** ("**Initial Term**"), with the Judicial Council holding options to extend the agreement for up to three (3) consecutive one-year terms ("**Option Terms**").

2. Services.

2.1 Description of Services and Deliverables. JBEs, which have executed a Participating Addendum (Appendix E) with Contractor, may submit a Work Order Authorization Form (Appendix F). Contractor shall perform the following services (“Services”) for the JBEs:

- 2.1.1 The Contractor will perform for the JBE’s **on-site or remote/virtual** ergonomic evaluations services, make equipment recommendations, recommend workstation changes, and will perform follow-up evaluations as needed.
- 2.1.2 Upon receiving a Work Authorization Form (Appendix F) from the JBE Project Manager, services will be provided to employees located at the applicable offices of the JBE.
- 2.1.3 At the JBE’s preference, the JBE Project Manager or the Contractor will coordinate the appointment. If there are multiple evaluations needed in the same facility, the JBE Project Manager or the Contractor will make best efforts to schedule the appointments back-to-back.
- 2.1.4 Scheduling Requirements - for each evaluation, the Contractor must perform the following scheduling activities:
 - i) The Contractor must be available to perform evaluations or follow-up evaluations within five (5) business days from the date requested by the JBE Project Manager.
 - ii) The Contractor must complete its written ergonomic report and provide it to the JBE Project Manager within five (5) business days of completing the evaluation or follow-up evaluation.
- 2.1.5 The Evaluations and Reporting Requirements: The Contractor must perform the following evaluation and reporting activities:
 - 3.1.5.1 Perform evaluations taking into consideration the employee’s workstation configuration, job tasks, and employee’s posture and movement patterns at the workstation, and other criteria on the following services.
 - 3.1.5.2 Provide one-on-one consultation to the employee on proper posture, ergonomic best practices, and ergonomic risk factors including tips, exercises, and possible behavior modifications to prevent and/or reduce further injury or reduce pain or discomfort.
 - 3.1.5.3 Written reports must be provided electronically in .doc or .pdf format. The written reports must include:

Work Authorization Number (a unique identification number assigned by the service provider to the JBE when scheduling the evaluation)

- Date of evaluation
- Name of the individual being evaluated
- Building address and workstation location
- Description of current workstation configuration
- Information on observations and discussions with the person being evaluated, including if any, metrics, risk factors chart, pain and discomfort levels.
- 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.
- Photographs of workstation, before and, if applicable, after workstation modifications.
- All reports must be signed by the evaluator.

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

2.1.7 The Contractor will provide services to the areas provided below. A map of the regional service areas (“Service Areas”) of the court locations is included as Attachment 2.

- one or more of the fifty-eight (58) Superior Courts,
- Six (6) Courts of Appeal,
- Judicial Council,
- Supreme Court,
- Habeas Corpus Resource Center,
- Commission of Judicial Performance,
- California Judicial Center Library located within Region 1.

2.1.8 The Contractor shall provide additional resources for the following services:

- Provide online and printed materials as requested by the JBE. This may include onboarding packets, ergonomic pamphlets or handouts customized for the JBE.
- Provide access to online resources robust enough for an employee to conduct a self-assessment. This may include videos, graphics and pamphlets.
- 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.

- Provide hourly consultation from time to time as projects may arise requiring assistance from the Contractor to advise on facility planning with ergonomic issues, perform department-wide ergonomic projects, or assist with other areas of expertise that may be outside the scope of services.

2.1.9 Below is a list of Contractor's key personnel who will be assisting JBE's in providing ergonomic support services. They include the following:

- ***Jonathan Puleio, M.Sc. CPE | VP of Humanscale Consulting***
 - M. Sc. in Human Factors and Ergonomics from Cornell University
 - Board Certified Professional Ergonomist (CPE)
 - 15+ years' experience in the evaluation of work environments
 - Adjunct Professor at NYU Polytechnic School of Engineering
- ***Claire Ganley, B.Sc. AEP | Business Development Manager***
 - B. Sc. In Human Factors and Ergonomics from Cornell University
 - Course work in ergonomics, Facility Planning, Change Management and Organizational Behavior
 - 10+ years' experience in the evaluation of work environments, program development and implementation
 - Board Certified Associate Ergonomics Professional (AEP)
- ***Elyssa Wasserberg, D.C. CEES | Business Development Manager***
 - DC, Doctor of Chiropractic from Palmer Chiropractic College West
 - B. Sc. In Biological Sciences from University of California, Davis
 - Advanced certifications in Ergonomics and Body Mechanics
 - 15+ years' experience in the evaluation of work environments and ergonomic program development
 - Previous Judicial Council of California Humanscale contact from 2015-2020
- ***Stacy Steffen, B.Sc. | Associate Ergonomist***
 - B. Sc. in Kinesiology, M.Sc. in progress in Human Biomechanics
 - 8 years of experience in Biomechanics and Physiology
 - 6 years' experience in the evaluation of office work environments
- ***Colin Westerfield, OTD, OTR/L | Associate Ergonomist***
 - Doctor of Occupational Therapy degree
 - Developed virtual ergonomic programs for Humanscale Consulting
 - 5 years' experience in the evaluation of office work environments
- ***Cameron Stiehl, MA, CEAS, CEES | Partner Network Associate Ergonomist***
 - MA in Education
 - Advanced certifications in Ergonomics
 - Ergonomist with experience in computer workstation evaluation and analysis
 - Previous Judicial Council of California associate ergonomist in 2018-2020

- ***Don Pack, DC | Partner Network Associate Ergonomist***
 - DC, Doctor of Chiropractic degree
 - Excellent and skilled in office and industrial ergonomics
 - Provides office and industrial ergonomic analysis
 - Previous Judicial Council of California associate ergonomist in 2019-2020

- ***Luke Curtis, CPE | Partner Network Associate Ergonomist***
 - Board Certified Professional Ergonomist (CPE)
 - B.Sc.in Environmental Health Science
 - Providing office and industrial ergonomic analysis

- ***Patrick Khoo, CAE, CHC, CEAS, CDMP | Partner Network Associate Ergonomist***
 - BS in Physical Therapy
 - Certified Health Coach, Certified Ergonomic Assessment Specialist
 - Certified Disability Management Professional

2.1.10 Location of Service

Humanscale Consulting's primary location will be based out of San Francisco, CA. Humanscale's team members shall provide onsite and virtual ergonomics support services to Regions 1-6 as illustrated on the Region Map (Attachment 2).

2.1.11 Days per Month for Support

Humanscale Consulting will accommodate each JBE location twice a week or up to 8 days per month of onsite ergonomic support. Virtual ergonomics support can be provided daily for the ergoIQ FIT self-assessment tool.

Humanscale honors the following holidays:

- New Year's Day – January
- Martin Luther King Jr. Day – January
- President's Day – February
- Good Friday – April
- Memorial Day – May
- Independence Day – July
- Labor Day – September
- Thanksgiving – November
- Day After Thanksgiving – November
- Christmas – December

2.1.12 Scheduling Appointments

Humanscale consulting utilizes an online appointment scheduling software tool called Acuity. Our program manager notates the open availability of each ergonomist so that she can schedule accordingly with the JBE employee. Steps for accessing the tool are described below.

Step 1: Employees are directed to an online scheduling portal to select a convenient date and time for their assessment.

Step 2: Employees complete a brief pre-assessment survey and uploads photos of their current workstation setup Step 3: Employees receive e-mail confirmations with calendar invites and web conferencing details

2.2 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 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 Deliverables 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.

2.3 Project Managers. Each JBE may designate a project manager. The Establishing JBE's project manager is: **Edward Metro**. Additionally, **Patrick Farrales** will serve as the Establishing JBE's project manager in Edward Metro's absence. A JBE may change its project manager at any time upon written notice to Contractor without the need for an amendment to this Agreement. Contractor's project manager is: **Elyssa Wasserberg**. Subject to written approval by the Establishing JBE, Contractor may change its project manager without need for an amendment to this Agreement.

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

2.5 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.

2.6 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.

2.7 Stop Work Orders.

A. 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 be provided a 24 hour period, after which it 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.

B. 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.

C. 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.

**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 amounts for Services or Deliverables that the JBE has accepted according to the table below:

Table 1

On-site Evaluation Cost Worksheet for All Regions					
# of Initial Assessment Evaluations	Cost of Evaluation/ Follow up Visit	X	Number of Evaluations Performed Per Site Visit	=	Total Cost
Initial Evaluation Cost	\$251	x	1	=	\$251
Initial Evaluation Cost	\$242	x	2	=	\$484
Initial Evaluation Cost	\$242	x	3	=	\$726
Initial Evaluation Cost	\$226	x	4	=	\$904
Initial Evaluation Cost	\$226	x	5	=	\$1,130
Follow-up Visit/ErgoIQ Consultation Cost	\$175	x	1	=	\$154
<p>Region 1 - Minimum number of onsite assessments volume is 3 assessments based on the region location.</p> <p>Region 2 - Minimum number of onsite assessments volume is 5 assessments based on the region location.</p> <p>Region 3 - Minimum number of onsite assessment volume is 4 assessments due to the region location.</p> <p>Region 4 - Minimum number of onsite assessment volume is 3 assessments based on the region location.</p> <p>Region 5 - Minimum number of onsite assessment volume is 5 assessments based on the region location.</p> <p>Region 6 - Minimum number of onsite assessment volume is 5 assessments based on the region location. Remote available daily</p>					

Table 2

Remote/Virtual Evaluation Cost Worksheet for all Remote Regions					
# of Initial Assessment Evaluations	Cost of Evaluation/ Follow up Visit	X	Number of Evaluations Performed Per Site Visit	=	Total Cost
Initial Evaluation Cost	\$231	x	1	=	\$231
Initial Evaluation Cost	\$222	x	2	=	\$444
Initial Evaluation Cost	\$222	x	3	=	\$666
Initial Evaluation Cost	\$206	x	4	=	\$824
Initial Evaluation Cost	\$206	x	5	=	\$1,030
Follow-up Visit Cost/ErgoIQ Consultation Cost	\$154	x	1	=	\$154

2.2 Cancellations

2.2.1 Humanscale Consulting’s rescheduling and cancellation policy for **onsite services** is described below:

Rescheduling Policy: In the event that a service needs to be rescheduled the following terms will apply:

- 2 or more days prior to scheduled site visit: no cost
- Less than 48 hours: 25% of quoted services
- Less than 24 hours: 50% of quoted service
- No show at time of assessment: 100% of quoted service

If the service is not rescheduled, Humanscale’s cancellation policy will apply:

Cancellation Policy: In the unlikely event that you should need to cancel a request for a consulting service, the following terms will apply:

- 2 or more days prior to scheduled site visit: no cost
- Less than 48 hours: 50% of quoted services
- Less than 24hours: 80% of quoted service
- No show at time of assessment: 100% of quoted service

2.2.2 Humanscale Consulting’s rescheduling and cancellation policy for **virtual services** is described below:

Rescheduling Policy: We understand that scheduling changes are sometimes necessary. In the event that a service needs to be rescheduled the following terms will apply:

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- 1 or more days prior to scheduled service; no cost
- Less than 24 hours: 25% of quoted service

If the service is not rescheduled, Humanscale's cancellation policy will apply:

Cancellation Policy: In the event that a service needs to be cancelled, the following terms will apply:

- 1 or more days prior to scheduled service: no cost
- Less than 24 hours: 50% of quoted service

In the event that a virtual service needs to be cancelled, the following terms will apply in addition to those described above:

- A. Rates and Not to Exceed Amount will remain intact throughout the entire term of the Agreement, including but not limited to the option terms.
- B. The hourly rates and Not to Exceed Amount 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 State. The Contractor shall not charge nor shall the State pay any overtime rate.
- C. The Contractor shall not request nor shall the State 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.

The cost for printed or customized materials, such as onboarding/new hire packets, ergonomic pamphlets, or handouts is associated with JBE customization of these materials. Humanscale's hourly rates apply for creating specific documents.

Hourly rate for consulting services related to special ergonomic projects or for expert advice on ergonomic proficiencies to help reduce workplace injuries that may be outside the scope of services is **\$250.00**.

The rates below are for providing access to online resources robust enough for the JBE employee to conduct a self-assessment ergonomic evaluation. This will include access to customized videos, graphics and pamphlets.

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Table 5.1 ergoIQ^{FIT} Online Self-Assessment System

All JBE entities are available to use this ergoIQ^{FIT} pricing tier in the quantity of users they prefer.

Licensing fees for ergoIQ^{FIT} are calculated based on the progressive tiered structure summarized in the table below. All licensing agreements assume a three-year term and are invoiced annually.

For a three-year agreement for 100 employees, the subscription cost is \$2,200/year. Additional users can be added at any time and are invoiced at the highest qualifying discount tier.

The term of this subscription shall be for three (3) years commencing on the date of execution in Section 6.0. One-year licensing agreements are available for a 20% premium. Pricing does not reflect applicable taxes.

Description	Tier	# of Users	Cost / User	Calculation	Cost / Tier
<i>ergoIQ^{FIT} is an intuitive online self-assessment that empowers computer users to configure their workstations for optimal health and comfort. ergoIQ^{FIT} reduces onsite assessment costs and improves the efficiency of any existing ergonomics assessment program.</i>	I	100-250	\$22.00	100 x \$22.00	\$2,200
	II	251-500	\$17.50	-	-
	III	501-1,000	\$13.25	-	-
	IV	1,001-2,500	\$10.50	-	-
	V	2,501-5,000	\$8.00	-	-
	VI	5,001-10,000	\$6.25	-	-
	VII	10,001-20,000	\$4.50	-	-
3 Year Agreement for 100 Users:					\$2,200

Table 5.2 Setup & Implementation

Setup and implementation fees are based on the total number of locations. The initial setup fee includes several orientation and handoff calls for program administrators plus setup for one location and associated equipment standards. The current project involves 2 total facilities. Single Sign On (SSO) was not determined to be a required feature. No additional language support or customization is required at this time.

Component	Description	Fee Structure	Calculation
Setup & Implementation	Setup and implementation	\$1,000	\$1,000
	Each additional location	\$75	NA
Language Support	ergoIQ ^{FIT} is currently available in English, French, Spanish, Portuguese, Korean and Japanese. Additional languages are available for a one-time translation and integration fee.	\$4,000/language	Not Required
Single Sign On (SSO) Setup	SSO is an authentication feature that allows users to log in with a single user ID and password to any of several independent, software systems. SSO can be integrated into ergoIQ ^{FIT} for a one-time setup fee.	<1,000 users	\$1,500 (NA)
Single Sign On (SSO) (Annual Subscription)	Annual subscription fee applies from year two onward.	<1,000 users	\$750 (NA)
Software Customization	Customized features or reports can be added to ergoIQ ^{FIT} on an as needed basis.	\$250/hr	Not Required
Totals:			\$1,000

Table 5.3 Summary Table

Total annual costs are itemized below for a three-year agreement. Setup and implementation are waived after year one. The cost for Single Sign On (SSO) capability also decreases by 50% after year one.

Component	Year 1	Year 2	Year 3
ergoIQ ^{FT} Annual Subscription	\$2,200	\$2,200	\$2,200
Setup & Implementation	\$1,000	\$0	\$0
Single Sign On (SSO) Setup	\$0	\$0	\$0
Single Sign On (SSO) (Annual Subscription)	\$0	\$0	\$0
Total Annual Cost:	\$3,200	\$2,200	\$2,200

2.3 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. Payments for subscription-based services, including ergoIQ, shall not be subject to the fifteen percent (15%) withholding described in this section, but will be subject to the acceptance criteria detailed throughout the remainder of this Agreement.

2.4 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.

No Travel Reimbursement is allowed.

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.

- The payment term is **Net 60 days** from date or receipt of correct invoice.

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.

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 become 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 Basic Coverage.** Contractor shall provide to each JBE and maintain at the Contractor's expense the following insurance during the Term:

- A. *Commercial General Liability.* The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability “occurrence” form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least \$1,000,000 per occurrence and annual aggregate.
 - B. *Workers Compensation and Employer’s Liability.* The policy is required only if Contractor has employees. The policy must include workers’ compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer’s liability bodily injury at minimum limits of \$1,000,000 per accident or disease.
 - C. *Automobile Liability.* This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor’s performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.
 - D. *Professional Liability.* This policy is required only if Contractor performs professional services under this Agreement. The policy must cover liability resulting from any act, error, or omission committed in Contractor’s performance of Services under this Agreement, at minimum limits of \$1,000,000 per occurrence and annual aggregate. If the policy is written on a “claims made” form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or “prior acts inclusion date” of any such “claims made” policy must be no later than the date that activities commence pursuant to this Agreement.
- 3.2 Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
- 3.3 Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- 3.4 Deductibles and Self-Insured Retentions.** Contractor shall declare to each JBE all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to each JBE’s approval. Deductibles and self-insured retentions do not limit Contractor’s liability.
- 3.5 Additional Insured Endorsements.** Contractor’s commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Establishing JBE, the State of California, the Participating Entities, and their respective judges, subordinate judicial officers,

executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees).

- 3.6 Certificates of Insurance.** Before Contractor begins performing Services, Contractor shall give the Establishing JBE (and on request, any Participating Entity) certificates of insurance attesting to the existence of coverage. Contractor shall provide prompt written notice to the Establishing JBE and any Participating Entity in the event that insurance coverage is cancelled or materially changed from the coverage set forth in the current certificate of insurance provided to the Establishing JBE and Participating Entities.
- 3.7 Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.
- 3.8 Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Establishing JBE, any Participating Entity, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.
- 3.9 Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.
- 3.10 Consequence of Lapse.** If required insurance lapses during the Term, the JBEs are not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.
- 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 up to **three (3) 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 with Contractor's signature.

- i. **July 1, 2022 to June 30, 2023 – “First Option Term”**
- ii. **July 1, 2023 to June 30, 2024 – “Second Option Term”**
- iii. **July 1, 2024 to June 30, 2025 – “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:
HUMANSCALE CORPORATION Attn: Director, Contract & Compliance 220 Circle Drive North Piscataway, NJ 08854 Phone: (415) 314-3031 Email: contracts@humanscale.com	JUDICIAL COUNCIL OF CALIFORNIA Attn: Patrick Farrales Human Resources Administrative Division Judicial Council of California 455 Golden Gate Avenue, San Francisco, CA 94102-3688 Phone: 415-865-4902 Email: patrick.faralles@jud.ca.gov
<u>With a copy to: N/A</u>	With a copy to: JUDICIAL COUNCIL OF CALIFORNIA Attn: Edward Metro

	Human Resources Administrative Division Judicial Council of California 455 Golden Gate Avenue, San Francisco, CA 94102-3688 Phone: 415-865-4902 Email: edward.metro@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 Sweatshop Labor.** *If this Agreement (including any Participating Addendum) provides for the laundering of apparel, garments or corresponding accessories, or for furnishing equipment, materials, or supplies other than for public works, this section is applicable.* Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBEs under this Agreement (or any Participating Addendum) have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor’s records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine

Contractor's compliance with the requirements under this section and shall provide the same rights of access to the JBEs.

10.9 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.

10.10 DVBE Commitment. This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement. Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement (or a Participating Addendum): (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Establishing JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must, within sixty (60) days of receiving final payment under each Participating Addendum, certify in a report to the applicable JBE: (1) the total amount of money and percentage of work Contractor committed to provide to each DVBE subcontractor and the amount each DVBE subcontractor received under the Participating Addendum; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Participating Addendum; (3) the amount each DVBE subcontractor received from Contractor in connection with the Participating Addendum; and (4) that all payments under the Participating Addendum have been made to the applicable DVBE subcontractors. Upon request by the JBE, Contractor shall provide proof of payment for the work. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Contractor will comply with all rules,

regulations, ordinances and statutes that govern the DVBE program, including, without limitation, Military and Veterans Code section 999.5.

10.11 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.

10.12 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.

10.13 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.

10.14 Equipment Purchases. *If this Agreement (or any Participating Addendum) includes the purchase of equipment, this section is applicable.* The JBE may, at its option, repair any damaged or replace any lost or stolen items and deduct the cost thereof from Contractor's invoice to the JBE, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the JBE at no expense to the JBE. If a theft occurs, Contractor must file a police report immediately.

10.15 Four-Digit Date Compliance. *If this Agreement (or any Participating Addendum) includes the purchase of systems, software, or instrumentation with imbedded chips, this section is applicable.* Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to the JBEs. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement or any Participating Addendum.

10.16 Janitorial Services or Building Maintenance Services. *If this Agreement (or any Participating Addendum) is for janitorial or building maintenance services, this section is applicable.* If this Agreement (or a Participating Addendum) requires Contractor to perform Services at a new site, Contractor shall retain for sixty (60) days all employees currently employed at that site by any previous contractor that performed the same services at the site. Contractor shall provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code section 1060 et seq.

10.17 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.

End of Appendix C

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.

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

“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.

“Judicial Branch Entity” or **“Judicial Branch Entities”** means the Establishing JBE and any of the following:

Judicial Council Master Agreement, MA-SF202101 with Humanscale Corporation

- 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 B.

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

“Work” is defined in Appendix A.

End of Appendix D

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 Participating Entity] and [add name of Contractor] (“Contractor”) pursuant to the Master Agreement # _____ [add Master Agreement # - see cover page] (“Master Agreement”) dated _____, 20__ [add Effective Date of the Master Agreement] between the *Judicial Council of California* (“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 purchase order documents 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 Goods using a purchase order, subject to the following: such purchase order is subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the purchase order 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 *Establishing JBE*. Subject to the foregoing, this Participating Addendum shall be deemed to include such purchase orders.
- (4) 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.
- (5) Pricing for the Work shall be in accordance with the prices set forth in the Master Agreement.
- (6) 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].

(7) The JBE hereby orders, and Contractor hereby agrees to provide, the following Work:

[Instructions to the JBE establishing the Master Agreement: add provisions as appropriate, and in accordance with the terms of the Master Agreement. For example:

- ***Options for ordering, including description of the Goods, Services and/or Deliverables.***
- ***Options for: service levels, quantity, model #s, delivery dates, pricing, etc.***

(8) Any notices must be sent to the following address and recipient:

If to Contractor:	If to the JBE:
<u>[name, title, address]</u>	<u>[name, title, address]</u>
<u>With a copy to:</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.

(9) 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]

[CONTRACTOR]

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

Ergonomic Work Authorization Form

Date _____

Project Manager Name _____

Work Authorization Number	#
Purchase Order Number	

Clear Form

Ergonomic Assessments

	Employee Name	Assessment Date	Location	Office/Cube Number	Office	Initial Assessment or Follow Up?	Employee Supervisor Name
1						<input type="radio"/> Initial Assessment <input type="radio"/> Follow Up	
2						<input type="radio"/> Initial Assessment <input type="radio"/> Follow Up	
3						<input type="radio"/> Initial Assessment <input type="radio"/> Follow Up	
4						<input type="radio"/> Initial Assessment <input type="radio"/> Follow Up	
5						<input type="radio"/> Initial Assessment <input type="radio"/> Follow Up	
6						<input type="radio"/> Initial Assessment <input type="radio"/> Follow Up	
7						<input type="radio"/> Initial Assessment <input type="radio"/> Follow Up	
8						<input type="radio"/> Initial Assessment <input type="radio"/> Follow Up	
9						<input type="radio"/> Initial Assessment <input type="radio"/> Follow Up	

In accordance with the **Ergonomic Assessment Master Agreement**, I authorize the ergonomist to perform an ergonomic evaluation for the individual(s) listed above. All Ergonomic Work Authorizations shall be governed by the **Ergonomic Assessment Master Agreement** and the terms of that Agreement are hereby incorporated into each Participating Entity's Work Authorization.

APPENDIX G



Humanscale ergoIQ License Agreement

This ergoIQ License Agreement (the "**Agreement**") by and between Humanscale Corporation, a New York corporation having a place of business at 1114, Avenue of the Americas, 15th floor, New York, NY 10036, USA, Humanscale International Holdings Ltd., having a place of business at IDA Industrial Estate, Poppintree, Finglas, Dublin 11, Ireland ("**Humanscale**") and Judicial Council of California ("**Client**"), with offices located 455 Golden Gate Avenue, San Francisco, CA 94102.

WHEREAS, Client wishes to procure from Humanscale the services described in a Proposal, and Humanscale wishes to provide such services to Client, each on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

DEFINITIONS:

"Affiliate" means any entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or common control with Humanscale or Client, as the case may be.

"Agreement" means this Agreement, the annexed Proposal and Terms and Conditions (included as Attachment A) and any future Proposals. The rights and obligations of the parties set out in a Proposal between the parties shall be governed by the within terms and conditions; provided that in the event of any inconsistency between a provision of the Proposal and a provision of this Agreement, the provision of this Agreement shall prevail.

"Authorized Users" means those persons (including without limitation employees and advisors of Client or an Affiliate of Client) authorized from time to time by Client or its designated managers (or by Client's Affiliate or its designated managers), to access the ergoIQ Portal, to process, store and/or communicate Reports.

"Services" means the Services as described in the Proposal.

"Web Application" means Humanscale's ergoIQ applications, and all new versions, updates, revisions, improvements and modifications of the foregoing, that Humanscale provides remote access to through the ergoIQ Portal and use of as part of the Services.

"Reports" means the data generated from the combination of information entered by each individual Authorized User.

"Representatives" means, with respect to a party, that party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors and legal advisors.

"ergoIQ Portal" means the web portal made available to the Client for the purpose of accessing the ergonomic check-up facility.

1. Limited License; Proposals. Humanscale grants to Client a non-exclusive, non-sublicensable, non-transferable, limited right and license to utilize, and permit its Authorized Users to utilize, the Web Application and the Services, strictly in accordance with the terms and conditions of this Agreement.

2. Payments. In consideration of the rights granted to Client under this Agreement, Client shall pay to Humanscale the fees as set forth in an agreed upon Proposal. All Fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible for all sales, service, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on Humanscale's income.

3. Web Application Management. Humanscale will provide Client with one or more user ID's, initial passwords and/or other devices for Client's designated managers to access and use the Web Application through the ergoIQ Portal and to permit other Authorized Users to access and use the Web Application and Services through the ergoIQ Portal. Client authorizes Humanscale and its Representatives to act on any instructions reasonably believed by Humanscale to be authentic communications from Client, its designated managers and Authorized Users acting on Client's behalf, with respect to the management of Client's access to the Web Application.



It is solely Client's responsibility to manage each Authorized User's access to the Web Application and Reports. It is solely Client's responsibility to keep all user IDs, passwords and other means of access to the Web Application secure from unauthorized use. Client shall comply with, and shall ensure that its respective Authorized Users comply with the terms of this Agreement and the Terms of Use provided on the ergoIQ Portal. The Terms of Use may be amended or updated by Humanscale at any time by posting the new version on the ergoIQ Portal.

4. Client Environment. Client shall obtain and maintain, at its own expense, the appropriate Internet connectivity ("Equipment") required for Client to access and use the Web Application. Humanscale shall not be responsible for any problem, error or malfunction relating to the Web Application resulting from the performance or failure of Equipment, the failure or disruption of any telecommunications service, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Humanscale or its Representatives ("Technical Problems").

5. Client's Obligations.

(a) Client shall not and shall not allow its Authorized Users to copy, modify, redistribute for commercial purposes, reverse engineer, disassemble, transfer or use the Web Application in any manner inconsistent with the terms and conditions of this Agreement.

(b) Client shall not and shall not allow its Authorized Users to use or export the Web Application in violation of any applicable laws, regulations, embargoes or restrictive measures.

(c) Client and its Authorized Users shall not access, store or transmit any viruses, spam or duplicative messages, or any material that is unlawful or harmful.

(d) Client and its Authorized User shall not use any information collected by the Web Application for any specific human resource practices, including, but not limited to, any decisions as to employment, promotion, termination, or compensation of Client's employees. Humanscale hereby disclaims all liability arising from human resource, personnel recruitment, and/or employment decisions by Client and/or Client's employees, contractors or agents.

(e) Client shall not and shall not permit its Authorized Users to input into the Web Application other content outside of the scope of the Web Application Services, or content that is unlawful, abusive or obscene; and, for data in or from the United States, any Protected Health Information as the term is defined under the Health Insurance Portability and Accountability Act of 1996 (as amended, superseded or replaced HIPAA) or any.

6. Term & Termination.

(a) Initial Term: This Agreement shall commence on the date provided in Section 2 of the Master Agreement – effective July 1, 2021 and expire on June 30, 2022. Client accepts a Proposal ("Effective Date") and continue for the period agreed by the parties in the Proposal, unless terminated by either party, as provided in this Section 6, (c) and (d) below.

(b) Renewal: This Agreement and any Proposals will not automatically renew after the expiration of the initial term of this Agreement. The Master Agreement includes three (3) consecutive one-year Option Terms which extend through June 30, 2025. Each of the three option terms may be exercised at the Client's sole discretion. In order to exercise this Option Term, the Client must send written notice of renewal intent to Humanscale at least thirty (30) days prior to the end of the current Term. The exercise of an Option Term will be effective with Humanscale's signature.

(c) Termination: Humanscale may terminate this Agreement, effective on written notice to Client, if Client: (i) fails to pay any amount when due hereunder, and such failure continues more than 30 (thirty) days; or (ii) breaches any of its material obligations under this Agreement and such breach is not cured within 30 days of notice.

(d) In addition, either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(e) Sections 5, 8, 9, 10, 11 and 12 hereof shall survive any termination or expiration of this Agreement.

7. Intellectual Property

(a) Ownership and Reservation of Rights. Humanscale is the sole and exclusive owner of all rights, title, and interest in and to all Intellectual Property embodied in the Web Application and/or the Services, including, but not limited to, any patents, copyrights, trademarks, trade secrets. Nothing in this Agreement grants any right, title or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Web Application and/or Services whether expressly, by implication, estoppel or otherwise.

(b) Client's Suggestions. Should Client provide Humanscale with any suggestions with respect to the Services, Client agrees to transfer and assign and hereby does transfer and assign to Humanscale, without further consideration, the entire right, title and interest in Client's Suggestions.

8. Confidentiality.

(a) "Confidential Information" means any and all information disclosed by or at the direction of either party (or either party's Affiliate) to the other (or to an Affiliate of the other party) in connection with the provision or use of the Web Application and the Services under this Agreement, including, without limitation, information relating to the business, operations, technology, properties, employees and customers of the disclosing party. Without limiting the foregoing, all information, processes, know-how, designs and technology relating to the Web Application and the Services as well as the terms of this Agreement, including pricing, shall be deemed Humanscale's Confidential Information, and all Reports shall be treated as Client's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that a receiving party can demonstrate (i) was known to it prior to the information's disclosure in connection with provision or use of the Web Application; (ii) is or becomes known publicly through no wrongful act of the receiving party; (iii) was rightfully received from a third party under no contractual, legal or fiduciary obligation to keep such information confidential; or (iv) was independently developed by the receiving party, without the use of any Confidential Information received in connection with provision or use of the Web Application.

(b) Each receiving party agrees that it shall use Confidential Information of the disclosing party solely in furtherance of the performance of this Agreement and for no other purpose, provided, however, that Humanscale has the right to anonymize and aggregate Confidential Information that has been inputted into the Web Application by Client, Client's Representatives, and Client's Authorized Users and use such anonymized and

aggregated information for its own business purposes. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care.

Each party agrees not to disclose the other party's Confidential Information to any person or entity other than: (i) to the receiving party's or its Affiliate's employees, agents, subcontractors or consultants on an as-needed basis, provided such persons have entered into written confidentiality agreements consistent with this Section 8 or otherwise are bound under substantially similar confidentiality restrictions; (ii) with respect to Reports, as authorized by Client or its Authorized Users; (iii) to the extent required by court order, legal process, governmental or exchange regulation or applicable law, provided that the party required to disclose the information provides prompt advance written notice thereof (to the extent permitted by law) to the other party; or (iv) otherwise solely as expressly authorized in writing by the disclosing party.

9. Representations and Warranties.

(a) Warranty; Disclaimer of Warranties: Humanscale warrants the Web Application will be provided in a manner reasonably designed for the secure maintenance and processing of the Web Application. OTHER THAN THE FOREGOING, THE WEB APPLICATION AND THE SERVICES ARE PROVIDED "AS IS". WITHOUT WARRANTY OF ANY KIND. HUMANSCALE MAKES NO WARRANTY THE WEB APPLICATION AND THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES HUMANSCALE WARRANT THE COMPATIBILITY OR OPERATION OF THE WEB APPLICATION WITH ALL HARDWARE AND WEB APPLICATION CONFIGURATIONS. CLIENT ACKNOWLEDGES AND AGREES THAT TECHNICAL PROBLEMS MAY PREVENT HUMANSCALE FROM PROVIDING ALL OR PART OF THE WEB APPLICATION SERVICES. IN NO EVENT SHALL HUMANSCALE BE LIABLE HEREUNDER TO CLIENT OR ANY THIRD PARTY FOR ANY DAMAGES OR LOSS RESULTING FROM TECHNICAL PROBLEMS (AS DEFINED IN SECTION 4). Without limiting the foregoing, Client acknowledges that features of the Web Application designed to restrict access to or use of Authorized User information cannot prevent manual copying of displayed information and may not prevent electronic or digital capture of document contents by Authorized Users. EXCEPT AS SET FORTH IN THIS SECTION 9, HUMANSCALE MAKES AND CLIENT RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED. HUMANSCALE DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO

Judicial Council Master Agreement, MA-SF202101 with Humanscale Corporation

THE SUBJECT MATTER HEREOF. CLIENT HEREBY ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY, OR REPRESENTATION BY HUMANSCALE OTHER THAN THOSE CONTAINED IN THIS AGREEMENT

(b) Sole Remedy: If Humanscale does not cure a warranty breach or terminate this Agreement as provided in Section 6(c) within 30 days after Humanscale's receipt of written notice of such breach, Client shall have the right to terminate this Agreement. Humanscale shall promptly refund to Client, on a *pro rata* basis, the share of any fees prepaid by Client for the future portion of the Term that would have remained but for such termination. THIS SECTION 9(B) SETS FORTH THE CLIENT'S SOLE REMEDY AND THE HUMANSCALE'S ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF ANY HUMANSCALE WARRANTY OF THE WEB APPLICATION OR SERVICES SET FORTH IN THIS AGREEMENT.

10. Indemnification.

(a) Humanscale will indemnify, defend and hold harmless Client from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, lawsuit or action (each, an "Action") brought against Client based on the infringement by Humanscale of any third-party copyright, U.S. issued patent or registered trademark (an "Infringement Claim"). In the event of an Infringement Claim, Humanscale may mitigate any Losses indemnified hereunder by any of the following actions: (A) procure for Client the necessary right to continue using the Web Application; (B) replace or modify any infringing portion of the Web Application with a functionally equivalent non-infringing substitute thereof; (C) modify the Web Application so as to be non-infringing; or (D) if none of the foregoing are commercially reasonable, terminate this Agreement (and in the event of such termination, Client shall be entitled to a refund of any prepaid fees for the unexpired period of any Proposal then in effect). Humanscale shall have no liability for any Infringement Claim based on Client's use of the Web Application and the Services in a manner not authorized hereunder or use of a superseded or altered release of the Web Application if the infringement would have been avoided by the use of a current unaltered release of the Web Application made available to Client.

(b) Client will indemnify, defend and hold harmless Humanscale from and against any and all Losses arising from or relating to any Action brought against Humanscale based on: (i) the material breach by Client or any of its

Affiliates of any of its representations in this Agreement, including, but not limited to, the representations under Sections 5 and 8 above; or (ii) the use of the Web Application or any Authorized User Reports by Client or any Authorized Users acting for Client or its Representatives, in violation of this Agreement, any applicable law, regulation or third party rights, except where Humanscale infringes on a third party IP as provided in Section 10 (a), and except, in any case, to the extent such action is based on Humanscale's willful misconduct or gross negligence

(c) Indemnification under subsections (a) and (b) hereof will be provided only on the conditions that: (i) the indemnifying party is given written notice within 30 calendar days after the indemnified party receives notice of the subject Action; (ii) the indemnifying party has control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (iii) the indemnified party provides reasonable cooperation and information in furtherance of such defense, as reasonably required by the indemnifying party.

11. Limitation of liability. Except for claims for personal injury or wrongful death, in no event shall either party or its respective Affiliates and/or Representatives be liable to the other party for any loss of profit, loss of business, loss of data, or for any indirect, incidental, consequential, special or exemplary damages arising in connection with the Web Application provided to Client or any agreement between the parties relating thereto (whether based on breach of contract, breach of warranty, negligence or any other legal theory), even if Humanscale or Client has been advised of the possibility of such damages. Except for claims for personal injury or wrongful death, in no event shall either party or its respective Affiliates and/or Representatives be liable to the other party for any damages in connection with the Web Application provided to Client or any agreement between the parties relating thereto (whether based on breach of contract, breach of warranty, negligence or any other legal theory) in excess of the amount of fees paid or becoming due under this Agreement within the twelve-month period immediately prior to the event giving rise to such liability.

Furthermore, Humanscale will not be liable to Client under this Agreement to the extent such liability arises as a consequence of a breach by Client of this Agreement.

12. Data Protection. The Parties agree to comply with the Data Processing Addendum attached hereto for the processing of any personal information under this Agreement.

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13. Miscellaneous

(a) Notices. Except as otherwise expressly provided, all notices, requests, demands or consents under this Agreement must be in writing, and be delivered personally, by certified mail, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.

(b) Assignment. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. In the event of any proposed assignment of this Agreement to an Affiliate of a party, such consent shall not be unreasonably withheld. Any purported assignment of this Agreement in violation of this subsection shall be invalid. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

(c) Governing law and Jurisdiction. This Agreement shall be governed by, construed and enforced in accordance with the Laws of State of California. The Parties agree the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be exclusively instituted in the federal courts of the United States or the courts of the State of California and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

(d) Modification. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by both parties. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.

(e) Independent Contractors; No Third-Party Beneficiaries. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. No third-party beneficiary rights are granted as a result of or pursuant to this Agreement.

(f) Force Majeure. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.

(g) Entire Agreement; Severability. This Agreement supersedes all prior agreements, understandings, representations, warranties, proposals, requests for proposal and negotiations, if any, related to the subject matter hereof. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision

Judicial Counsel:

Humanscale Corporation:

Name:
Date:

Name:
Date:

DATA PROCESSING ADDENDUM

This Data Processing Addendum (“DPA”) supplements the Agreement between Humanscale Corporation and Humanscale International Holdings Ltd. (“Humanscale”) and [] (“Client”), involving the processing of Personal Data to which this addendum is attached (“Agreement”). All capitalized terms not otherwise defined in this DPA will have the meaning given to them in the relevant Agreement. If there is any inconsistency or conflict between this DPA and the Agreement as it relates to data protection, this DPA will govern. This DPA applies only to the extent that Data Protection Legislation applies to the processing of personal data under this DPA or the Agreement, including if the processing is in the context of the activities of an establishment of either party in the European Economic Area (“EEA”), Switzerland or the United Kingdom (“UK”).

1. DEFINITIONS.

“Personal Data”, “Personal Information”, “Special Categories of Data”, “Process/Processing”, “Sell/Selling/Sale”, “Controller”, “Processor”, “Service Provider”, “Personal Data Breach”, “Supervisory Authority” and “Data Subject” shall have the same meaning as in the applicable Data Protection Legislation, as that term is defined in this Section 1.

“CCPA” means the California Consumer Privacy Act of 2018 and any related amendments, guidelines or regulations.

“Controller to Processor Standard Clauses” in relation to the Processing of Personal Data pursuant to this Agreement means the standard clauses for the transfer of Personal Data to Processors established in third countries as updated, amended replaced or superseded from time to time by the European Commission, the approved version of which in force at present is that set out in the European Commission's Decision 2010/87/EU of 5 February 2010, available at: <http://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32010D0087>.

“Data Protection Legislation” means all laws, rules, treaties, conventions, directives and regulations related to the protection, security and/or privacy of personal data or personal information, as applicable, including, without limitation: (a) the GDPR; and/or (b) the Federal Data Protection Act of 19 June 1992 (Switzerland); and/or (c) the UK, which contain derogations from, or exemptions or authorisations for the purposes of, the GDPR, or which are otherwise intended to supplement the GDPR or convert the GDPR into domestic law; and/or (d) CCPA, and including any subsequent amendments, modifications and revisions thereto.

“GDPR” means the General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, and any amendment or replacement to it.

“Security Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

2. PROCESSING OF DATA.

2.1. Purpose of Processing. The purpose of data Processing under this Agreement is the provision of the Services pursuant to the Agreement.

2.2. Relationship of the Parties. The parties acknowledge and agree that either Humanscale is a processor of Personal Data and/or a Service Provider under the appropriate Data Protection Legislation and Client is a controller of Personal Data under the Data Protection Legislation. Under no circumstances will Humanscale either sell or determine the purposes and means of the processing of Personal Data.

2.3. Responsibilities of the Parties. Each party will comply with the obligations applicable to it under the Data Protection Legislation with respect to the Processing of Personal Data.

2.4. Client Instructions. Client instructs Humanscale to Process Personal Data: (a) in accordance with the Agreement; and (b) to comply with other reasonable written instructions provided by Client where such instructions are consistent with the terms of the Agreement. Client will ensure that its instructions for the Processing of Personal Data shall comply with the Data Protection Legislation. If Humanscale believes or becomes aware that any of Client's instructions conflict with any Data Protection Legislation, Humanscale shall inform Client immediately. Client shall have sole responsibility for the accuracy, quality, and legality of Personal Data. Client shall not instruct Humanscale to process any Data Subjects from whom it does not have a valid legal basis for Client to process the data of such individuals.

2.5. Humanscale's Compliance with Client Instructions. Humanscale shall only Process Personal Data in accordance with Client's instructions and shall treat Personal Data as confidential information. Humanscale may Process Personal Data other than on the written instructions of Client if it is required under applicable law to which Humanscale is subject. In this situation, Humanscale shall inform Client of such requirement before Humanscale Processes the Personal Data unless prohibited by applicable law.

3. SECURITY; PRIVACY IMPACT ASSESSMENTS.

3.1. Humanscale Personnel. Humanscale shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data and are subject to obligations of confidentiality and such obligations survive the termination of that individual's engagement with Humanscale.

3.2. Security. Humanscale will implement appropriate technical and organizational measures to safeguard Personal Data taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

3.3. Data Privacy Impact Assessments. Humanscale will take reasonable measures to cooperate and assist Client in conducting a data protection impact assessment and related consultations with any supervisory authority, if Client is required to do so under Data Protection Legislation.

4. DATA SUBJECT RIGHTS.

4.1. Assistance with Client's Obligations. To the extent Client, in its use or receipt of the Services, does not have the ability to correct, amend, restrict, block or delete Personal Data, as required by Data Protection Legislation, Humanscale shall promptly comply with reasonable requests by Client to facilitate such actions to the extent Humanscale is legally permitted and able to do so.

4.2. Notification Obligations. Humanscale shall, to the extent legally permitted, promptly notify Client if it receives a request from a Data Subject for access to, correction, amendment, deletion of or objection to the Processing of Personal Data relating to such individual. Humanscale shall not respond to any such Data Subject request relating to Personal Data without Client's prior written consent except to confirm that the request relates to Client. Humanscale shall provide Client with commercially reasonable cooperation and assistance in relation to handling of a Data Subject request, to the extent legally permitted and to the extent Client does not have access to such Personal Data through its use or receipt of the Services.

5. SUBCONTRACTORS.

5.1. General Authorization. Client generally authorizes the use of subprocessors to Process Personal Data in connection with fulfilling Humanscale's obligations under the Agreement and/or this DPA. A list of subprocessors used by Humanscale at the time of signature of this Agreement is attached herein.

5.2. New Subprocessors. When Humanscale engages any new subprocessor to process Personal Data, Humanscale will inform Client of the engagement and give Client the opportunity to object to such subprocessor.

5.3. Humanscale Obligations. Humanscale will remain liable for the acts and omissions of its subprocessors to the same extent Humanscale would be liable if performing the services of each subprocessor directly under the terms of this DPA. Humanscale will contractually impose data protection obligations on its subprocessors that are at least equivalent to those data protection obligations imposed on Humanscale under this DPA.

6. DATA TRANSFERS.

6.1. Governing Terms. When Client transfers or discloses Personal Data located in a Member State of the EEA or Switzerland to Humanscale, such transfers will be governed by the Controller to Processor Standard Clauses, which are incorporated here by reference. For purposes of the Controller to Processor Standard Clauses, (i) Client, the party transferring from the EEA, UK or Switzerland, will be referred to as the "Data Exporter" and (ii) Humanscale will be referred to as the "Data Importer." Annex A to this Agreement shall apply as Appendix 1 of the Controller to Processor Standard Clauses. Annex B to this Agreement shall apply as Appendix 2 of the Controller to Processor Standard Clauses.

7. SECURITY BREACH.

7.1. Notification Obligations. In the event Humanscale becomes aware of any Security Breach, Humanscale will notify Client of the Security Breach without undue delay and in any event within 10 business days. The obligations in this Section 7 do not apply to incidents that are caused by Client or Client's personnel or to unsuccessful attempts or activities that do not compromise the security of Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

7.2. Manner of Notification. Notification(s) of Security Breaches, if any, will be delivered to one or more of Client's business, technical or administrative contacts by any means Humanscale selects, including via email.

8. TERM AND TERMINATION.

8.1. Term of DPA. This DPA will remain in effect until, and automatically expire upon, deletion of all Personal Data as described in this DPA.

8.2. Deletion of Client Data. Humanscale shall delete or return Personal Data to Client after the end of the provision of Services under the Agreement and shall delete all existing copies thereof, except to the extent that Humanscale is required under Data Protection Legislation to keep a copy of the Personal Data.

9. AUDITS.

9.1. Audit Rights. No more than once per year, Client may engage a mutually agreed upon third party to audit Humanscale solely for the purposes of meeting its audit requirements pursuant to Article 28, Section 3(h) of the GDPR. To request an audit, Client must submit a detailed audit plan at least four (4) weeks in advance of the proposed audit date describing the proposed scope, duration, and start date of the audit. Audit requests must be sent to ergoIQaudit@humanscale.com. The auditor must execute a written confidentiality agreement acceptable to Humanscale before conducting the audit. The audit must be conducted during regular business hours, subject to Humanscale's policies, and may not unreasonably interfere with Humanscale's business activities. Any audits conducted pursuant to this section are at Client's sole cost and expense.

9.2. Separate Service. Any request for Humanscale to provide assistance with an audit is considered a separate service if such audit assistance requires the use of resources different from or in addition to those required by law. Client shall reimburse Humanscale for any time spent for any such audit at rates mutually agreed to by the parties, taking into account the resources expended by Humanscale. Client shall promptly notify Humanscale with information regarding any non-compliance discovered during the course of an audit. Humanscale will reasonably cooperate with Client, at Client's expense, to assist Client in ensuring compliance with Articles 32 to 36 of the GDPR taking into account the nature of Processing and the information available to Humanscale.

10. LIABILITY AND INDEMNITY. Under no circumstances will either party be liable for any liabilities, claims, or amounts to the extent that such liabilities, claims, or amounts resulted from the acts or omissions of the other party. Client will indemnify, defend, and hold harmless Humanscale for all liabilities and amounts, resulting from Client's breach of this DPA (such as, by way of example, a breach of Section 2.4), Data Protection Legislation, and its acts or omissions causing Humanscale to breach the same, including without limitation: (a) costs (including legal costs), claims, demands, actions, settlements, charges, procedures, expenses, losses, liabilities and damages (e.g. relating to material or non-material damage, or incurred as a result of defending or settling a claim by a third party); and (b) to the extent permitted by any applicable law: (i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a government or regulatory authority; (ii) compensation to a Data Subject ordered by a regulatory authority; and (iii) the reasonable costs of compliance with investigations by a regulatory authority. Humanscale will indemnify, defend, and hold harmless Client for all liabilities and amounts, resulting from Humanscale's breach of this DPA (such as, by way of example, a breach of Section 2.5), Data Protection Legislation, and its acts or omissions causing Client to breach the same, including without limitation: (a) costs (including legal costs), claims, demands, actions, settlements, charges, procedures, expenses, losses, liabilities and damages (e.g. relating to material or non-material damage, or incurred as a result of defending or settling a claim by a third party); and (b) to the extent permitted by any applicable law: (i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a government or regulatory authority; (ii) compensation to a Data Subject ordered by a regulatory authority; and (iii) the reasonable costs of compliance with investigations by a regulatory authority. Notwithstanding anything to the contrary in this DPA, to the extent that is permissible under applicable law, the Parties' liability under this Section shall be capped in accordance with Section 11 of the Agreement.

Judicial Counsel:

Humanscale Corporation:

Name:
Date:

Name:
Date:

ANNEX A

APPENDIX 1 TO THE CONTROLLER TO PROCESSOR STANDARD CLAUSES

Data exporter

The data exporter is: *Client*

Data importer

The data importer is: Humanscale Corporation

Data subjects

The personal data transferred concern the following categories of Data Subjects: Client's employees or other persons who may provide information relevant to Client's use of the Services.

Categories of data

The personal data transferred concern the following categories of data: name, email address, information about the data subject workstation.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data: information regarding whether the individual wears glasses as it relates to workstation.

Processing operations

The personal data transferred will be subject to the following basic processing activities: To perform the Services.

ANNEX B

APPENDIX 2 TO THE CONTROLLER TO PROCESSOR STANDARD CLAUSES

This Annex forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document attached):

- All data is backed up daily both locally in the data center and offsite. The web server is protected by firewall appliances and all customer online activity is secured by industry-standard SSL encrypted connections.
- Information Security Policy. Humanscale maintains, updates and monitors policies that protect information systems from loss, damage, unauthorized disclosure or disruption of business.
- Physical and Environmental Security. Humanscale implements measures which protect all data information systems with an appropriate level of physical security and suitable environmental controls for information and information systems, as well as the supporting infrastructure (e.g. routers, switches, network cabling, end user systems, power and environmental systems).
- Access to customer data is granted on the concept of least privilege.
- Humanscale has and works to continuously develop their Incident Management process.

Attachment 2

State of California Map of the Regional Service Areas



Clicking on the "Locations" below will bring up the address(es) for that JBE

Region 1		
JBE	Locations	Region
Superior Court of California, County of Alameda	Locations	Region 1
Superior Court of California, County of Contra Costa	Locations	Region 1
Superior Court of California, County of Del Norte	Locations	Region 1
Superior Court of California, County of Humboldt	Locations	Region 1
Superior Court of California, County of Lake	Locations	Region 1
Superior Court of California, County of Marin	Locations	Region 1
Superior Court of California, County of Mendocino	Locations	Region 1
Superior Court of California, County of Napa	Locations	Region 1
Superior Court of California, County of San Francisco	Locations	Region 1
Superior Court of California, County of San Mateo	Locations	Region 1
Superior Court of California, County of Solano	Locations	Region 1
Superior Court of California, County of Sonoma	Locations	Region 1
Supreme Court	San Francisco, CA	Region 1
First District Court of Appeal	San Francisco, CA	Region 1
Judicial Council of California	San Francisco, CA	Region 1
Habeas Corpus Resource Center	San Francisco, CA	Region 1
California Judicial Center Library	San Francisco, CA	Region 1
Commission on Judicial Performance	San Francisco, CA	Region 1

Region 2		
JBE	Locations	Region
Superior Court of California, County of Los Angeles	Locations	Region 2
Superior Court of California, County of San Luis Obispo	Locations	Region 2
Superior Court of California, County of Santa Barbara	Locations	Region 2
Superior Court of California, County of Ventura	Locations	Region 2
Second District Court of Appeal	Los Angeles, CA	Region 2
Second District Court of Appeal	Ventura, CA	Region 2

Region 3		
JBE	Locations	Region
Superior Court of California, County of Alpine	Locations	Region 3
Superior Court of California, County of Amador	Locations	Region 3
Superior Court of California, County of Butte	Locations	Region 3
Superior Court of California, County of Calaveras	Locations	Region 3
Superior Court of California, County of Colusa	Locations	Region 3
Superior Court of California, County of El Dorado	Locations	Region 3
Superior Court of California, County of Glenn	Locations	Region 3
Superior Court of California, County of Lassen	Locations	Region 3

Superior Court of California, County of Modoc	Locations	Region 3
Superior Court of California, County of Mono	Locations	Region 3
Superior Court of California, County of Nevada	Locations	Region 3
Superior Court of California, County of Placer	Locations	Region 3
Superior Court of California, County of Plumas	Locations	Region 3
Superior Court of California, County of Sacramento	Locations	Region 3
Superior Court of California, County of San Joaquin	Locations	Region 3
Superior Court of California, County of Shasta	Locations	Region 3
Superior Court of California, County of Sierra	Locations	Region 3
Superior Court of California, County of Siskiyou	Locations	Region 3
Superior Court of California, County of Sutter	Locations	Region 3
Superior Court of California, County of Tehama	Locations	Region 3
Superior Court of California, County of Trinity	Locations	Region 3
Superior Court of California, County of Yolo	Locations	Region 3
Superior Court of California, County of Yuba	Locations	Region 3
Third District Court of Appeal	Sacramento, CA	Region 3
Judicial Council of California	Sacramento, CA	Region 3

Region 4		
JBE	Locations	Region
Superior Court of California, County of Imperial	Locations	Region 4
Superior Court of California, County of Inyo	Locations	Region 4
Superior Court of California, County of Orange	Locations	Region 4
Superior Court of California, County of Riverside	Locations	Region 4
Superior Court of California, County of San Bernardino	Locations	Region 4
Superior Court of California, County of San Diego	Locations	Region 4
Fourth District Court of Appeal, Division Three	Santa Ana, CA	Region 4
Fourth District Court of Appeal, Division Two	Riverside, CA	Region 4
Fourth District Court of Appeal, Division One	San Diego, CA	Region 4

Region 5		
JBE	Locations	Region
Superior Court of California, County of Fresno	Locations	Region 5
Superior Court of California, County of Kern	Locations	Region 5
Superior Court of California, County of Kings	Locations	Region 5
Superior Court of California, County of Madera	Locations	Region 5
Superior Court of California, County of Mariposa	Locations	Region 5
Superior Court of California, County of Merced	Locations	Region 5
Superior Court of California, County of Stanislaus	Locations	Region 5
Superior Court of California, County of Tulare	Locations	Region 5
Superior Court of California, County of Tuolumne	Locations	Region 5

Fifth District Court of Appeal	Fresno, CA	Region 5
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Region 6		
JBE	Locations	Region
Superior Court of California, County of Monterey	Locations	Region 6
Superior Court of California, County of San Benito	Locations	Region 6
Superior Court of California, County of Santa Clara	Locations	Region 6
Superior Court of California, County of Santa Cruz	Locations	Region 6
Sixth District Court of Appeal	San Jose, CA	Region 6