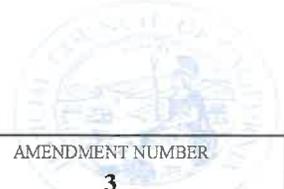


JUDICIAL COUNCIL OF CALIFORNIA
STANDARD AMENDMENT COVERSHEET (rev 07-14-14)



MASTER AGREEMENT NUMBER MA-201601	AMENDMENT NUMBER 3
FEDERAL EMPLOYER ID NUMBER 11-2793425	

1. All capitalized terms not defined in this amendment (the "Amendment") have the meanings given to them in the Agreement referenced above. As set forth in the Agreement, the term "Contractor" refers to **HUMANSIZE CORPORATION**, and the term "Judicial Council" refers to the **JUDICIAL COUNCIL OF CALIFORNIA**.

2. Title of the Agreement: **Ergonomic Assessment Services and Equipment Recommendations**

3. This Amendment becomes effective on **July 1, 2019**.

4. The parties agree to amend the Agreement as follows:
 - A. The purpose of this Amendment is to i) **Exercise the Second Option Term [July 1, 2019 through June 30, 2020]** as stated in Master Agreement No. MA-201601, Exhibit B; Special Provisions, ii) **Revise the Payment Provisions in Tables 1A, 1B, 1C, and 1D of MA-201601 Exhibit C** to include a **2.5% increase in rates for Services**, and iii) **Extend the Expiration Date**.
 - B. Contractor will continue to perform Ergonomic Assessment Services and Equipment Recommendations throughout the term of the Master Agreement, in accordance with Exhibit D, Work to be Performed.
 - C. Exhibit C Payment Provisions is deleted in its entirety, and replaced by **EXHIBIT C PAYMENT PROVISIONS, REVISION NO. 1**, attached hereto, and incorporated herewith.
 - D. The Expiration Date of the Agreement is hereby changed from June 30, 2019 to **June 30, 2020**.

5. Except as provided in this Amendment, all terms and conditions of the original Agreement (as previously amended, if applicable) remain in full force and effect.

JUDICIAL COUNCIL'S SIGNATURE	CONTRACTOR'S SIGNATURE
JUDICIAL COUNCIL OF CALIFORNIA	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) HUMANSIZE CORPORATION
BY (Authorized Signature) 	BY (Authorized Signature) 
DATE EXECUTED JUN 14 2019	DATE EXECUTED 06/04/2019
PRINTED NAME AND TITLE OF PERSON SIGNING Brian Walsh, Supervisor, Contracts Branch Accounting and Procurement	PRINTED NAME AND TITLE OF PERSON SIGNING Audrey Knable Contract Compliance Manager
ADDRESS Attn: Branch Accounting and Procurement Administrative Division 455 Golden Gate Avenue San Francisco, CA 94102-3688	ADDRESS Attn: Elyssa Wasserberg 649 Front Street, Suite 200 San Francisco, CA 94111

EXHIBIT C
PAYMENT PROVISIONS
REVISION NO. 1

1. Definitions

- A. **“Assessment”** means the procedure of i) interviewing the employee, ii) physically observing the employee at his/her workstation for the proper use of furniture, recommend equipment and supplies, so as to avoid personal injury, and iii) providing a written evaluation with recommendations for equipment and supplies.
- B. **“Travel Fee”** means the firm fixed fee for one round trip to the city where one or multiple Assessments or follow-up Assessments on the same day, at the same Assessment location are to be performed and includes all labor, travel time, parking, tolls, mileage, and all other travel related costs.
- C. **“Assessment Fee”** means the firm fixed fee for one onsite interview and Assessment with the person being evaluated and one written report for the Assessment.
- D. **“Follow-up Assessment Fee”** means the firm fixed price for one onsite follow-up interview and Assessment with the person being evaluated and one follow-up written report for the follow-up interview.

2. Work Authorization

- A. The Contractor has estimated the costs and expenses necessary to complete the Work. A Participating Entity’s issuance of a Work Authorization does not (i) imply that the Judicial Council and/or the Participating Entity approves of or adopts the Contractor’s plan, means, methods, techniques, or procedures required to perform the Work, nor (ii) relieve the Contractor from the sole responsibility for the accuracy of its Work and timely completion of the Work of this Agreement.

3. Payment for Contract Work

- A. For performing the Work of this Agreement, as set forth in Exhibit D, Work to be Performed, and each Work Authorization, the applicable Participating Entity shall compensate the Contractor, for the completion and Acceptance of the Work, at the flat rate fees set forth in Table 1A, 1B, 1C and 1D below.
- B. Appointment Cancellation Policy and Fees
 - i. When cancellation notice for one Assessment is given by 5:00 p.m. the prior day by the Participating Entity.
Policy and Fees: No fee will be charged
 - ii. When no cancellation notice for one Assessment is given by 5:00 p.m. the prior day by the Participating Entity (no show).
Policy and Fees: The standard Assessment/Follow-up fee will be incurred. If cancellation notice is given before travel to facility, no travel fee will be incurred.
 - iii. When multiple Assessments at the same location are scheduled on the same day, and an appointment cancellation notice for one Assessment is given by 5:00 p.m. the prior work day by the Participating Entity.
Policy and Fees: No fee will be charged.

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- iv. When multiple Assessments at the same location are scheduled on the same day, and an appointment cancellation notice for more than one Assessment is given by no later than 5:00 p.m. the prior work day by the Participating Entity.

Policy and Fees: No fee will be charged

- v. When multiple Assessments at the same location are scheduled on the same day, and no cancellation notice is given for more than one Assessment by the Participating Entity (multiple no shows).

Policy and Fees: The standard Assessment/Follow-up fee will be incurred for each of the evaluations that did not cancel prior to 5:00 p.m. the prior work day. If cancellation notice is given before travel to facility, no travel fee will be incurred.

- vi. When multiple Assessments at the same location are scheduled on the same day, and all of the scheduled Assessments cancel less than 24 hours before Assessments were to take place.

Policy and Fees: The standard Assessment/Follow-up fee will be incurred for 50% of the originally scheduled work stations.

Table 1A: For Northern California Region [REVISED]

# of Initial Assessment Evaluations	Cost of Evaluation/ Follow up Visit	Times	Number of Evaluations Performed Per Site Visit	Equals	Total Cost
Initial Evaluation Cost	\$231.00	X	1	=	\$231.00
Initial Evaluation Cost	\$222.00	X	2	=	\$444.00
Initial Evaluation Cost	\$214.00	X	3	=	\$642.00
Initial Evaluation Cost	\$206.00	X	4	=	\$824.00
Initial Evaluation Cost	\$198.00	X	5	=	\$990.00
Initial Evaluation Cost	\$154.00	X	1	=	\$154.00

PROVIDE:

1.) CONTRACTOR'S HOME BASE LOCATION(S); AND

2.) TRAVEL COST FOR SPECIFIC LOCATION(S):

1. San Francisco Home Base
2. Travel/Mileage fee waived

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Table 1B: For Central Region [REVISED]

# of Initial Assessment Evaluations	Cost of Evaluation/ Follow up Visit	Times	Number of Evaluations Performed Per Site Visit	Equals	Total Cost
Initial Evaluation Cost	\$231.00	X	1	=	\$231.00
Initial Evaluation Cost	\$222.00	X	2	=	\$444.00
Initial Evaluation Cost	\$214.00	X	3	=	\$642.00
Initial Evaluation Cost	\$206.00	X	4	=	\$824.00
Initial Evaluation Cost	\$198.00	X	5	=	\$990.00
Initial Evaluation Cost	\$154.00	X	1	=	\$154.00

PROVIDE:
 1.) CONTRACTOR'S HOME BASE LOCATION(S); AND
 2.) TRAVEL COST FOR SPECIFIC LOCATION(S):
 1. San Francisco Home Base
 2. Mileage rate of standard \$0.55/ mile will apply

Table 1C: For Southern Region [REVISED]

# of Initial Assessment Evaluations	Cost of Evaluation/ Follow up Visit	Times	Number of Evaluations Performed Per Site Visit	Equals	Total Cost
Initial Evaluation Cost	\$231.00	X	1	=	\$231.00
Initial Evaluation Cost	\$222.00	X	2	=	\$444.00
Initial Evaluation Cost	\$214.00	X	3	=	\$642.00
Initial Evaluation Cost	\$206.00	X	4	=	\$824.00
Initial Evaluation Cost	\$198.00	X	5	=	\$990.00
Initial Evaluation Cost	\$154.00	X	1	=	\$154.00

PROVIDE:
 1.) CONTRACTOR'S HOME BASE LOCATION(S); AND
 2.) TRAVEL COST FOR SPECIFIC LOCATION(S):
 1. Los Angeles and Costa Mesa Home Base
 2. Travel/Mileage fee waived

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Table 1D: For San Diego Region [REVISED]

# of Initial Assessment Evaluations	Cost of Evaluation/ Follow up Visit	Times	Number of Evaluations Performed Per Site Visit	Equals	Total Cost
Initial Evaluation Cost	\$231.00	X	1	=	\$231.00
Initial Evaluation Cost	\$231.00	X	2	=	\$462.00
Initial Evaluation Cost	\$210.00	X	3	=	\$630.00
Initial Evaluation Cost	\$210.00	X	4	=	\$840.00
Initial Evaluation Cost	\$210.00	X	5	=	\$1,050.00
Initial Evaluation Cost	\$154.00	X	1	=	\$154.00

PROVIDE:

1.) CONTRACTOR'S HOME BASE LOCATION(S); AND

2.) TRAVEL COST FOR SPECIFIC LOCATION(S):

San Diego Home Base

Travel/Mileage fee waived

4. Direct Expenses

All fees and charges noted in this Agreement are inclusive of any and all anticipated travel, lodging, transportation, clerical support, Materials, fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements under this Agreement.

5. Other Expenses

The Participating Entity shall not consider reimbursement for costs not defined as allowable in this Agreement, including but not limited to any administrative, operating, travel, meals, and lodging expenses incurred during the performance of this Agreement.

6. Taxes

The Participating Entities are exempt from Federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any Subcontractor's employees' wages. The Participating Entities will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement.

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7. Method of Payment

- A. The Contractor shall submit an invoice for Work provided upon completion of the Work, as set forth in Exhibit D, Work to be Performed, no more often than once a month. After receipt of invoice, the Participating Entity will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.
- B. Payments are made in arrears after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate the following:
 - i. The Contract Number;
 - ii. The Participating Entity's Representative's name;
 - iii. A unique invoice number;
 - iv. The Contractor's name and address;
 - v. The taxpayer identification (Federal Tax Identification Number);
 - vi. A description of the completed Work, including copies of Work Authorizations, Work Authorization Number or Purchase Order Number, a description of the services rendered, Task(s) performed, and/or Deliverable(s) made, as appropriate;
 - vii. The dates worked;
 - viii. The appropriate contractual charge(s) as set forth in this Exhibit.
- C. Please note that invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

8. Disallowance

If the Contractor claims or receives payment from a Participating Entity for a service or reimbursement that is later disallowed by the Participating Entity, the Contractor shall promptly refund the disallowed amount to the Participating Entity upon the Participating Entity's request. At its option, the Participating Entity may offset the amount disallowed from any payment due or that may become due to the Contractor under this Agreement or any other agreement.

9. Payment Does Not Imply Acceptance of Work

The granting of any payment by a Participating Entity as provided in this Exhibit, shall in no way lessen the liability of the Contractor to replace unsatisfactory Work or Material, even if the unsatisfactory character of such Work or Material may not have been apparent or detected at the time such payment was made. Materials, Data, components, or workmanship that do not conform to Exhibit D, Work to Be Performed, shall be rejected and shall be replaced by the Contractor without delay.

END OF EXHIBIT C