Company Name: Human Scale
Contract Number: University of Missouri – Human Scale
Contract Period: 07/15/2015
Initial Terms: 1 year
Renewal Terms: 4 additional 1-year renewals

Description of Products: Office Furnishings and Accessories

Ordering Information: See Contract

Delivery Process Information: see contact

Human Scale Direct
Laura Kirk | Sr. Account Development Representative
Humanscale
Tel 314-324-4415
Mobile 314-324-4415
www.humanscale.com

Contract SSS Contact Person: Darla Higgins

Other pertinent Information: (information that might be useful for the end-user)

Attachments (if any)

Last Updated 11/17/2015
Memorandum of Understanding

THIS Memorandum of Understanding (MOU), is made by and between the Curators of the University of Missouri, and Humanscale Corporation manufacturer of office furniture and accessories having its principal offices located at 220 Circle Dr North, Piscataway, NJ 08854 and The Curators of the University of Missouri, ("The University of Missouri") an educational institution of Missouri, having its principal offices at 1105 Carrie Franke Drive, Columbia, Missouri 65211, and includes all divisions, sub-divisions, and affiliates.

I. PURCHASE AND SALE OF PRODUCTS

1. HUMANSCALE agrees to sell, and the University of Missouri agrees to purchase, certain of those products defined in Section III, below and identified by the University of Missouri from time to time; as the University deems the purchase(s) is in the best interest of the University.

2. HUMANSCALE shall: (a) contact all locations of the University of Missouri and its affiliates, divisions and subdivisions identified to HUMANSCALE from time to time, (b) furnish each such location with HUMANSCALE’s then-current Product catalogs and (c) make periodic visits to the University of Missouri’s facilities to update such catalogs as necessary.

3. HUMANSCALE shall provide to the University of Missouri ongoing assistance with product specification when necessary and at no additional charge.

II. TERM OF CONTRACT

1. This agreement shall commence on the Effective Date and shall remain in full force and effect for a term of one (1) year with up to four (4) additional one year periods, subject to the early termination provision set forth below.

2. HUMANSCALE and the University of Missouri may terminate this Agreement upon thirty (30) days advance written notice to the other party. The foregoing notwithstanding, the University of Missouri may not exercise the foregoing termination right unless and until the University of Missouri pays HUMANSCALE in full, for all work in process, finished Product and inventory produced or held by HUMANSCALE pursuant to one or more purchase orders issued by the University of Missouri.

III. PRODUCTS

As used in this Agreement, the term “Products” shall mean: (a) all Products identified in HUMANSCALE’s current catalogs, and (b) all Products described in subsequent HUMANSCALE catalogs as the parties may agree.
IV. PRICING

1. Pricing for Products purchased from HUMANSCALE shall be list prices in effect on the date of HUMANSCALE's receipt of the University of Missouri's purchase order, subject to the following discounts:

<table>
<thead>
<tr>
<th>Catalog</th>
<th>Discount from List</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seating-Smart</td>
<td>57.5%</td>
</tr>
<tr>
<td>Ergo Tools-Keyboard,</td>
<td>63%</td>
</tr>
<tr>
<td>CPU Holders, Mflex, Element</td>
<td></td>
</tr>
</tbody>
</table>

2. Options:

DEALER/INSTALLER:
Columbia: inside the LINES

INSIDE DELIVERY/INSTALLATION:

<table>
<thead>
<tr>
<th>Campus</th>
<th>Inside Delivery Upcharge %</th>
<th>Installation Upcharge %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Columbia</td>
<td>4.75%</td>
<td>Basic 7%, Complex 10%</td>
</tr>
<tr>
<td>Kansas City</td>
<td>4.75%</td>
<td>Basic 7%, Complex 10%</td>
</tr>
<tr>
<td>Rolla</td>
<td>9.00%</td>
<td>Basic 11%, Complex 13%</td>
</tr>
<tr>
<td>St. Louis</td>
<td>4.75%</td>
<td>Basic 7%, Complex 10%</td>
</tr>
</tbody>
</table>

These charges will appear as a single line item on any quotes, acknowledgements and invoices.

3. A review will be made of purchases after 12 months in an effort to further discount/incent specific products as standard purchases.

HUMANSCALE shall give thirty (90) days written notice of any and all list price increases. The University of Missouri agrees to notify

4. The appropriate parties at all subsidiaries, divisions, affiliates, etc. of all list price increases.
V. **FREIGHT**
Quote basis, per-order

VI. **INSTALLATION**

**Inside Delivery:** Include delivery of ordered items to one designated area of their respective building, win no unboxing or installation required. Inside delivery shall be provided by the designated installer(s) within 3 days after receipt of shipment. Number of delivered items are not to exceed (10) units. Any quantities beyond (10) unites would be considered a "Basis or Complex Install".

**Installation:** Includes delivery of furniture to the installation location/site, unpacking, and inspection for damage, assemble as required and show on installation drawings, setting furniture in place and removal of packing materials from the location/site. All furniture shall be in clean and operating condition, with no scratches, dents or other damage, before acceptance is made by the University.

**Basic Installation (7%) Installation:** Small unit projects consisting of less than (10) units, requiring basic assembly skills, such as; tables, chairs, under mount filing cabinets, etc...

**Complex Installation (10%) Installation:** Project installation situations that require complex assembly, but not at the level of Union/Professional labor; including but not limited to; coordination and building of office furniture systems, seating and ancillary furniture sets, requiring assembly, modular office stations, and case goods, where authorized trained installers are required.

**Specialized Large Exogeneous Projects:** Large exogeneous projects requiring expert, Union, professional installers outside the normal complexity of installations shall be quoted by the dealer on a case-by-case basis, at the discretion of the University of Missouri Design and Construction Services Designers, this would include all designers at each of the four-campus locations, depending on the project location.
VII. DESIGN SERVICES:

Authorized Dealers must obtain written approval without exception by the University of Missouri, Procurement Services and/or Design and Construction Services for all Non-Designer requested projects. Design Services: $60.00 per-hour.

VIII. TERMS AND CONDITIONS

1. All purchase orders submitted must reference this agreement number (#UofM062015)

   a. Collection Costs: This paragraph is eliminated from the terms and conditions.

   b. Statute of Limitations: Except as specifically set forth in the Terms, Conditions, Rights and Warranties, no claims arising out of or in connection with products purchased from HUMANSCALE, these Terms, Conditions, Rights and Warranties or any product warranty applicable to any HUMANSCALE product may be brought by Customer more than three (3) years after the cause of action on which it is based has accrued.

   c. Jurisdiction and Venue (Changed to Governing Law):
      The interpretation and application of these Terms, Conditions, Rights and Warranties and any product warranties applicable to products purchased by Customer from HUMANSCALE shall be governed in all respects by the laws of the State of, Missouri U.S.A., without reference to the rules of any jurisdiction concerning conflicts of laws or provisions of the United Nations Convention on Contracts for the International Sale of Goods.

3. HUMANSCALE will maintain, during the term of this agreement, insurance coverage in the amounts shown below:

<table>
<thead>
<tr>
<th>Workers Compensation:</th>
<th>Statutory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employers Liability:</td>
<td>$500,000</td>
</tr>
<tr>
<td>Auto Liability:</td>
<td>$1,000,000 Combined Single Limit per Occurrence and Aggregate</td>
</tr>
<tr>
<td>Commercial General Liability Coverage:</td>
<td>$1,000,000 Combined Single Limit per Occurrence and</td>
</tr>
</tbody>
</table>
$3,000,000 Aggregate

5. Indemnification: HUMANSCALE its employees and subcontractors shall to the extent of damage or injury caused by their own intentional or negligent acts or omissions, indemnify, defend and save harmless The Curators of the University of Missouri, their officers, Agents and Employees from and against all loss or expense from any claim by any third party alleging personal injury or property damage attributable to the intentional or negligent acts or omissions from Krueger International, Inc. under this agreement.

IX. ASSIGNMENT

1. This agreement is assignable by the University of Missouri only to its own subsidiaries, divisions and affiliates. The University of Missouri shall not assign this agreement to others except as noted above without express prior written approval of HUMANSCALE.

X. CONTROLLING LAW

1. This agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Missouri.

XI. NOTICE

All notices pertaining to this agreement shall be in writing delivered by certified U.S. mail, return receipt requested to HUMANSCALE at:

To the University of Missouri at:

University of Missouri
1105 Carrie Franke Drive
Columbia, Missouri 65211
Attn: Darla Higgins

XII. DEALER & PROJECT INFORMATION

HUMANSCALE will provide the University of Missouri with a list of dealers that may be used for projects associated with this agreement. The list will include key contact information, previous campus projects the dealers have been involved with and a description of the projects.
HUMANSCALE will provide the University of Missouri-Procurement and Design Services for each campus/unit (i.e. Res. Life, Student Union, Hosp. designers) with updates of active projects every 30 days or as developments require.

Nothing in this Agreement shall require the University of Missouri to buy any quantity or type of HUMANSCALE products.

In witness whereof the duly authorized representatives of The Curators of University of Missouri, and HUMANSCALE Company do hereby accept and execute this Agreement effective this 16th day of July, 2015 (the "Effective Date").

The Curators of the University of Missouri
By: ____________________________
Signature ________________________

HUMANSCALE Company
By: ____________________________
Signature ________________________

APPROVED AS TO LEGAL FORM
MVE 7/15/15