



**AMENDMENT NUMBER 4  
TO SUPPLEMENTAL AGREEMENT TO  
MASTER AGREEMENT CNR01449  
BETWEEN  
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.  
AND  
MITY LITE, INC.**

This **AMENDMENT NUMBER FOUR** (“Amendment”) is made between **Educational & Institutional Cooperative Services, Inc.**, 2 Jericho Plaza, Suite 309, Jericho, New York 11753 (“E&I”) and **MITY LITE, INC., 1301 W. 400 N, Orem, UT 84057** (“Supplier”).

**WHEREAS**, E&I and Supplier are parties to an Agreement for Mobile/Portable Event Furniture, dated January 1, 2018 (“Agreement”); and

**WHEREAS**, the Parties wish to amend said Agreement under the following terms and conditions; and

**WHEREAS**, the terms of this Amendment are intended to supplement, not replace, the language of the Agreement; and

**WHEREAS**, the Supplier has elected to participate in the E&I Marketplace (“Marketplace”);

**NOW THEREFORE**, the Parties do hereby mutually agree as follows:

**DEFINITIONS:**

**“Agreement”** means the Master Agreement as executed by Supplier and E&I, including any amendments.

**“EqualLevel, Inc.” or “EqualLevel”** means E&I’s selected Marketplace technology vendor and software.

**“Marketplace”** means an e-commerce site that connects E&I Members with suppliers under contract with E&I. The Marketplace facilitates buying and selling between E&I contract suppliers and Members.

**“Catalog(s)”** means a listing of detailed product information, manufacturer part numbers and services descriptions relating to the Supplier Goods/Services to be offered to Members that is maintained either as a Punch-Out Catalog, a Hosted Catalog or in a combination of Punch-Out, and Hosted catalog formats.

1. Right to Use. E&I grants to Supplier the right to sell goods to the Member through the Marketplace. Enablement of Supplier is at the sole discretion of E&I.
2. Termination of Marketplace Participation. Suppliers are expected to participate in the Marketplace for the term of the Agreement, including any renewal periods. Supplier shall notify E&I in writing no less than 180 days in advance of any request to terminate participation in the Marketplace. E&I reserves the right to terminate Supplier access to the Marketplace at any time.
3. E&I Responsibilities and Warranties:
  - 3.1 E&I does not warrant that access to the Marketplace will be uninterrupted or that any EqualLevel-managed integration points between the Marketplace and the Supplier site will be error-free.
  - 3.2 The Marketplace is offered without charge to participating Suppliers under contract with E&I. All changes and modifications will take place at the sole discretion of E&I with written notice to Supplier and EqualLevel when appropriate. E&I will not be liable for any additional charges not previously agreed to between the Supplier and EqualLevel.
4. Supplier Responsibilities and Warranties:
  - 4.1 Supplier will provide applicable Catalog(s) and/or Requests for Quote to E&I Members in compliance with this Amendment and consistent with the Agreement pricing. Catalog(s) will be updated in accordance with the Agreement. Supplier will correct any errors in a timely manner, not to exceed two (2) business days. Any changes to pricing shall be communicated to E&I in accordance with the Agreement.
  - 4.2 Supplier shall only provide E&I Agreement pricing, or E&I Member-specific pricing as agreed to by the Members, to Members in the Marketplace. Suppliers are not permitted to provide visibility to alternate pricing or contracts within the Marketplace.
  - 4.3 Supplier shall be Responsive to the EqualLevel Business Partner Enablement Team, to E&I, and to Members for all applicable implementations, orders, requests for quotes, and other related matters.



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- 4.4 Supplier shall ensure all purchases from the Marketplace will be included in the Report of Sales and be subject to the Contract Administrative Fee (CAF), in accordance with Section V of the Agreement. All purchases made by Members through the Marketplace are excluded from requirements regarding an E&I Letter of Participation.
- 4.5 Suppliers shall encourage Members to purchase through the Marketplace.
- 4.6 Suppliers shall fulfill orders submitted through the Marketplace timely and in accordance with the Agreement.
- 4.7 The Supplier agrees, where applicable, to ensure the Catalog or Request for Quotes are accurate and in accordance with the Agreement.
5. Supplier acknowledges that the Marketplace is open to multiple E&I Suppliers. Nothing in this Amendment will be construed to prevent E&I from entering into Amendments or Agreements with current or future E&I Suppliers.
6. The parties agree to review Marketplace performance annually and reserve the right to negotiate pricing and CAF where applicable.
7. Except as provided in this Amendment, all other terms and conditions of the Agreement, as amended, remain unchanged and in full force and effect. This Amendment becomes binding when signed by both parties.
8. Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Amendment or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

**SIGNATURE PAGE TO FOLLOW**



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**BETWEEN  
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.  
AND  
MITY LITE, INC.**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of October 24, 2022.

**MITY LITE, INC.**

**E&I COOPERATIVE SERVICES, INC.**

DocuSigned by:  
Jeff Scott  
3234D655BE89427...  
Signature

DocuSigned by:  
Gary D. Link  
81C8F65B6DAC440...  
Signature

Jeff Scott  
Printed Name

Gary D. Link, C.P.M.  
Printed Name

VP of Sales  
Title

Chief Solutions Officer  
Title

11/18/2022 | 2:37 PM PST  
Date

11/18/2022 | 6:06 PM EST  
Date



**AMENDMENT NUMBER 3  
TO MASTER AGREEMENT CNR01449**

**BETWEEN  
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.  
AND  
MITY LITE, INC.**

This **AMENDMENT NUMBER THREE** (“Amendment”) is made between **Educational & Institutional Cooperative Services, Inc.**, 2 Jericho Plaza, Suite 309, Jericho, New York 11753 (“E&I”) and **MITY LITE, INC., 1301 W 400 N, Orem, UT 84057** (“Supplier”).

**WHEREAS**, E&I and Supplier are parties to an Agreement for Mobile/Portable Event Furniture, dated January 1, 2018 (“Agreement”); and

**WHEREAS**, the Parties wish to amend said Agreement under the following terms and conditions; and

**NOW THEREFORE**, the Parties do hereby mutually agree as follows:

1. E&I and Supplier agree to exercise the five (5) year renewal option of this Master Agreement as noted in Section II, Term of the Agreement. The new expiration date of this Master Agreement shall be December 31, 2027.
2. Section V. Contract Administrative Fee (CAF) shall be replaced in its entirety and modified as follows:

**VI. Contract Administrative Fee (CAF)**

The Supplier will provide E&I a tiered Contract Administrative and Marketing Fee (CAF) as denoted within Table 1 below. The CAF will be a percent of total invoice price (net delivered price, excluding taxes, freight, storage, special handling fees, and credits) for all orders placed by E&I Members, including those Institutions that are not Members of E&I, existing customers if they switch to the E&I contract, as well as K-12 school districts that choose to utilize the E&I contract for all products and services. The CAF shall be calculated monthly and, include all sales invoiced during the prior month. The CAF rate shall remain constant regardless of any and all pricing methods utilized by the member, special quotes pricing, all services including value added services and/or use of Supplier Diversity programs.

***Table 1, Sales and CAF Structure***

CAF %	Sales Volume
3.75%	\$0 - \$3,500,000
3.0%	\$3,500,000 - \$6,000,000
2.0%	\$6,000,000+

The CAF shall be transmitted via EFT to E&I on a monthly basis no later than ten (10) days following Month End. Failure to submit the CAF as specified shall result an interest charge of 1½% per month levied upon Supplier until the CAF is paid in full. Supplier’s failure to submit the CAF and/or Report of Sales when due shall constitute grounds for E&I’s termination of the Agreement.

As per the Holdover Clause described in Section IV of the Master Agreement, Supplier shall continue to submit the CAF and supporting Report of Sales for the duration of the holdover period.

3. Except as provided in this Amendment, all other terms and conditions of the Agreement, as amended, remain unchanged and in full force and effect. This Amendment becomes binding when signed by both parties.

**SIGNATURE PAGE TO FOLLOW**



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4. Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Amendment or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of September 15, 2022.

Mity Lite, Inc.  
Supplier

E&I Cooperative Services, Inc

DocuSigned by:

Jeff Scott

Signature

DocuSigned by:

Gary D. Link

Signature

Gary D. Link, C.P.M.  
Printed Name

Printed Name

Chief Solutions Officer  
Title

Title

8:30 AM PDT 9/29/2022 | 11:39 AM EDT  
Date Date