



University of North Texas Copier Agreement

When we use the words you or you're in this agreement we mean you, our customer. When we use the words we, us, or 'Copynet' we mean us, CopyNet Digital Imaging Solutions

This agreement shall replace, in its entirety the agreement signed between the parties on December 20, 2017.



Customer Information

Name University of North Texas
UNT Libraries
1155 Union Circle #305190
Denton, Texas 76203-5017

Addendum attached hereto and incorporated herein for all purposes.

Equipment	Quantity	Description	Locations
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See Attached Schedule "A" for Equipment and Locations

Term and Payment Schedule	Initial Term 60	Number of Payments 60	Payment \$ 711.39	All Payments Exclude Applicable Taxes
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Insurance and Taxes: You are required to provide and maintain insurance related to the Equipment, and if applicable, pay any property, use, and other taxes related to this agreement or the Equipment. If you are tax exempt, you agree to furnish us with satisfactory evidence of your exemption.

Terms and Conditions: By signing this agreement, (a) you acknowledge that you have read and understand the terms and conditions on this page as well as the 3 additional pages of this agreement, (b) you agree that this agreement cannot be terminated or cancelled for any reason other than the provision for non appropriation of funds, you have an unconditional obligation to make all payments due under this agreement and you cannot withhold, setoff or reduce such payments for any reason, (c) you will use the equipment only for business purposes, (d) you warrant that the person signing this agreement for you has the authority to do so, (e) you agree that this agreement will be governed by the laws of the State of Texas and you consent to the exclusive jurisdiction of any local, state, or federal court located within Collin County in the State of Texas, (f) you and we expressly waive any rights to a trial by jury.



Print Name and Title

Date

Print Name and Title


Date

Non Appropriation of Funds: You intend to remit to us all Payments and other payments for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Payments and other payments due and to become due under this agreement, and there is no other legal procedure or available funds by or with which payment can be made to us, you shall have the right to return the Equipment in accordance with return guidelines set forth by CopyNet Digital Imaging Solutions and terminate this lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) you have exhausted all funds legally available to pay Lease Payments. If you terminate this Lease because of a non appropriation of funds, you may not purchase, lease, or rent, during the subsequent fiscal period, equipment of the same grade or better performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Lease. This Section shall not permit you to terminate this Lease in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

Renewal: Thirty (30) days prior to the end of the original Term of this agreement you must give CopyNet Digital Imaging Solutions notice of your intentions with the Equipment of (a) return the equipment to CopyNet Digital Imaging Solutions (b) make a final payment to own the Equipment outright, or (c) continue on a month to month basis at the same monthly rate. At the end of the term and if all payments have been made, then you have the option of owning this Equipment free and clear with one final payment in the amount of \$8,125.00. If no notice is given then this agreement will continue on a month to month basis under the same terms and conditions and same monthly rate until such notice is given.

Return of Equipment: If (a) default occurs, or (b) this agreement is terminated as a result of a non appropriation event, then you will be responsible for any reasonable charges and fees for the removal, redelivery, and restocking of the equipment back to CopyNet Digital Imaging Solutions. If the agreement is satisfied in full and all payments have been received then Copynet will, at its own expense, remove, restock, and redeliver the equipment back to its location.

Insurance: You shall, at your own expense, procure and maintain continuously in effect: (a) public liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the Equipment sufficient to protect CopyNet Digital Imaging Solutions from liability in all events, with a coverage of not less than \$1,000,000 per occurrence, and (b) insurance against such hazards as CopyNet Digital Imaging Solutions may require, including, but not limited to, all-risk casualty and property insurance, in an amount equal to the full replacement cost of the Equipment. Insurance policies shall contain a provision that 30 days prior to any change in the coverage the insurer must provide written notice to the insured parties. No insurance shall be subject to any co-insurance clause. Each insurance policy shall name CopyNet Digital Imaging Solutions as an additional insured party and loss payee. With CopyNet Digital Imaging Solutions prior consent, Lessee may self-insure the Equipment by means of an adequate insurance fund set aside and maintained for that purpose which must be fully described in a certificate delivered to CopyNet Digital Imaging Solutions in form acceptable to CopyNet Digital Imaging Solutions.


Customer: Please Initial


Liability: We are not responsible for any losses or injuries caused by the installation or use of the Equipment and you shall not make any claims against us for any such losses or injuries, except for claims resulting from our intentional acts or omissions. To the extent permitted by law, you agree to reimburse us for and to defend us against any claims for the losses or injuries caused by the Equipment. You do not waive your sovereign immunity by entering into this agreement.

Use, Maintenance, and Installation: You are responsible for protecting the Equipment from damage except for ordinary wear and tear and from any other kind of loss while you have the Equipment. If the Equipment is damaged or lost, you agree to continue to pay the monthly amount due under this agreement. You will not move the Equipment from the Equipment location without our advance written consent. You will give us reasonable access to the Equipment location so that we can check the Equipment's existence, condition, and proper maintenance. You will use the equipment in the manner for which it was intended, as required by all applicable manuals, and instructions and keep it eligible for any manufacturer's certification and/or standard, full service maintenance contract. At your own cost and expense, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs will become a permanent part of the equipment. You will not make any permanent alterations to the Equipment.

Title and Security Interest: During the agreement Term, ownership and legal title of all Equipment and all replacements, substitutions, repairs and modifications shall reside with you. You hereby grant to CopyNet Digital Imaging Solutions a continuing, first priority security interest in and to the Equipment, all repairs, replacements, substitutions and modifications thereto and all proceeds thereof in order to secure your payment of all Payments and the performance of all other obligations. You hereby authorize CopyNet Digital Imaging Solutions to file such financing statements or other documents necessary to give notice of Copynet's interest.

Default: Each of the following is an "Event of Default" under this agreement (a) you fail to pay any Payment or any other payment within 20 days of its due date and this failure continues for 20 days after you have received notice from us that we have not received payment, (b) you do not perform any of your other obligations under this agreement and this failure continues for 20 days after you have received notice from us of the failure, (c) you become insolvent, you dissolve or are dissolved, or you assign your assets for the benefit of your creditors, or enter (voluntary or involuntarily) any bankruptcy or reorganization in proceeding.

Remedies: Upon the occurrence of any Event of Default, Copynet shall have the right, at its option and without any further demand or notice to one or more or all of the following remedies: (a) Copynet, with or without terminating this Lease, may declare all Payments immediately due and payable by you to the extent such amount is appropriated, (b) Copynet, with or without terminating this Lease, may repossess any or all of the Equipment by giving you written notice to deliver such Equipment to a location designated by Copynet at your expense, or in the event Lessee fails to do so within 10 days after receipt of such notice, we may enter upon your premises and take possession of such Equipment (You hereby expressly waiving any damages occasioned by such repossession), and (c) Copynet may take any other remedy available, at law or in equity. You shall pay the reasonable attorneys' fees and expenses incurred by us in enforcing any remedy hereunder. Each of the foregoing remedies is cumulative and may be enforced separately or concurrently.


Customer: Please Initial

Other Conditions: (a) Late Charges – For any payment which is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$25.00 (not to exceed the maximum amount permitted by law) as reasonable collection costs. (b) Payments not made within 30 days of when due shall accrue interest at a rate of 1.5% per month from such 30th day until paid in full.


Notice: Any notice required to be sent under this agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to Copynet, to:

CopyNet Digital Imaging Solutions
Attn: Accounting Dept.
2805 E. Plano Parkway #100
Plano, Texas 75074

If to Customer, to:

University of North Texas
UNT Libraries
1155 Union Circle #305190
Denton, Texas 76203-5017


Customer: Please Initial



Customer Name: University of North Texas (UNT Libraries)

Schedule A of Equipment

Make / Model	Location	Serial #	Equipment ID #	Monthly Lease Amount
Copystar 6052ci	Discovery Park - 3940 N. Elm			161.09
Copystar 6052ci	Willis - 1506 Highland			161.09
Copystar 6052ci	Willis - 1506 Highland			161.09
Copystar 5002i	Willis1506 Highland			114.06
Copystar 5002i	Annex - 941 Precision			114.06
Total Monthly Lease:				\$711.39

Serial and Equipment ID #'s to be filled in upon delivery completion

4/2018

Date

Title

Print Name



2805 E. Plano Parkway #100 Plano, Texas 75074

MFP Maintenance Agreement

University of North Texas (UNT Libraries)

Customer Name

1155 Union Circle #35190

Address

Denton TX 76203

City

State

Zip

[Redacted]

Contact Person

[Redacted]

Phone Number

Fax Number

[Redacted]

Email Address

Make / Model	Serial #	Equipment ID	Beginning Meter
See Attached Schedule of Equipment			

Base Amount	Prints Included		Usages	Billing Cycle	Start Date
Cost Per Page Usage Only	B&W:	0	see schedule	Monthly	Upon Delivery
	Color:	0	see schedule		
	Term:	60 Months			

- *Sentry Onsite Software must be loaded and operational during contract period for accurate reporting of equipment status and meter reporting. Sentry Onsite Local Beacon will be loaded for local print device reporting. Only models that are reporting to Sentry Onsite will be covered.*
- *Maintenance agreement includes all supplies, toner, maintenance kits, developer, drums, parts, labor, calls, checks, transportation, and preventative maintenance kits.*
- *Maintenance agreement excludes paper, staples, misuse and abuse.*
- *Network support related to printing, scanning, and network faxing is not covered under this agreement after the initial installation. Any connectivity support from the Network Server / Computer side will be done on a billable basis.*

(All other Terms and Conditions on Reverse Side)

Accepted by Copynet Office Systems, Inc

Date Received _____ Entered by: _____

(office use only)

[Redacted Signature]

Title

As faxed or scanned copy of this agreement with or without the reverse side is considered a binding agreement.

1. GENERAL SCOPE OF COVERAGE

11. NO WARRANTY

Other than the obligation set forth herein, COPYNET DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OF FITNESS FOR A PARTICULAR PURPOSE. DEALER SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT.

12. MISCELLANEOUS

It is the customer's responsibility to order supplies before running out. Copynet will deliver supplies within 5 to 7 business days from the time of order. Customer agre



1301 AVE. K • PLANO, TEXAS 75074 • www.copierfax.com

Equipment Schedule

Univeristy of North Texas (UNT Libraries)

Customer Name

Make / Model	Serial # / ID #	CPP Rate		Beginning Meter	
Copystar 6052ci Discovery Park - 3940 N. Elm		B&W	0.0077	B&W	
		Color	0.0455	Color	
Make / Model	Serial # / ID #	CPP Rate		Beginning Meter	
Copystar 6052ci Willis - 1506 Highland		B&W	0.0077	B&W	
		Color	0.0455	Color	
Make / Model	Serial # / ID #	CPP Rate		Beginning Meter	
Copystar 6052ci Willis - 1506 Highland		B&W	0.0077	B&W	
		Color	0.0455	Color	
Make / Model	Serial # / ID #	CPP Rate		Beginning Meter	
Copystar 5002i Willis - 1506 Highland		B&W	0.0070	B&W	
		Color	NA	Color	
Make / Model	Serial # / ID #	CPP Rate		Beginning Meter	
Copystar 5002i Annex - 941 Precision		B&W	0.0070	B&W	
		Color	NA	Color	
Make / Model	Serial # / ID #	CPP Rate		Beginning Meter	
		B&W		B&W	
		Color		Color	
Make / Model	Serial # / ID #	CPP Rate		Beginning Meter	
		B&W		B&W	
		Color		Color	
Make / Model	Serial # / ID #	CPP Rate		Beginning Meter	
		B&W		B&W	
		Color		Color	
Make / Model	Serial # / ID #	CPP Rate		Beginning Meter	
		B&W		B&W	
		Color		Color	
Make / Model	Serial # / ID #	CPP Rate		Beginning Meter	
		B&W		B&W	
		Color		Color	
Make / Model	Serial # / ID #	CPP Rate		Beginning Meter	
		B&W		B&W	
		Color		Color	

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System and the University of North Texas (collectively, "UNT") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNT; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNT is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims Against UNT. Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNT that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Denton County, Texas, and venue for any suit filed against UNT shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNT's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNT shall issue written notice to Vendor that UNT may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

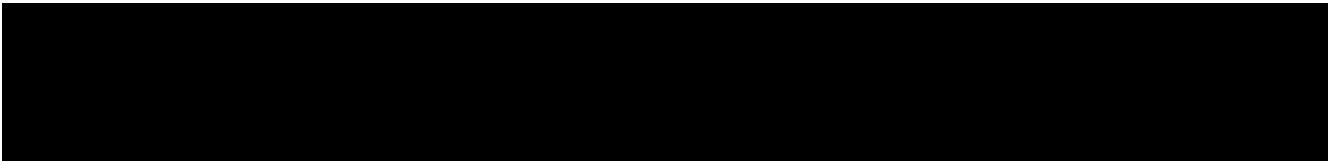
Insurance. UNT, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNT shall, without further requirement, satisfy all insurance obligations of UNT under the Agreement.

Public Information. UNT shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNT in an electronic format.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNT is required by Section 2261.253 of the Texas Gov't Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Israel Non-Boycott Verification. Pursuant to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNT is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNT property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNT, except to the extent not prohibited by the Constitution and the laws of the State of Texas.



erations

Date: 2/15/2018

Date: _____