

SERVICE AGREEMENT

Effective Date: 09/01/2019

University: University of North Texas

University Address: 1155 Union Circle Denton, TX 76203
[REDACTED] Associate Director, Publications

Contractor: ColorDynamics Printing Inc.

Contractor Address: 200 East Bethany Drive
Allen, TX 75407

Attn: William Ehrlich, Director of Sales

Services: The Services to be provided under this Agreement are set forth in the attached Exhibit "A".

Completion Date: 08/31/2024

Compensation: All Services to be billed in accordance with the pricing outlined in the attached Exhibit "B", for a total not to exceed \$1,914,918.00.

RECITALS

This Service Agreement is made and entered into by University and Contractor as of the Effective Date.

WHEREAS, University desires that Contractor provide the Services, and Contractor desires to provide the Services to and for the benefit of University;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Contractor agree as follows:

AGREEMENT

Provision of Services. Contractor shall provide all necessary personnel, equipment, material, supplies, and facilities in the performance of the Services. Contractor shall perform the Services with that standard of professional care, skill, and diligence customarily and ordinarily provided in the performance of similar services.

Term. Unless otherwise terminated in accordance with the provisions set forth herein or by mutual written agreement of the parties, the initial term of this agreement shall begin on the Effective Date, and continue through the Completion Date, unless otherwise extended or terminated by the parties.

Termination. University may terminate this Agreement at any time upon Sixty (60) days prior notice. Either party has the right to terminate this Agreement if the other party is in default of any obligation hereunder. Contractor shall be entitled to compensation for services rendered through the effective date of termination.

Payment of Compensation. University shall pay the Compensation to Contractor in accordance with the payment terms set forth above, provided that, if no payment terms are specified payment shall be made in accordance with Chapter 2251 of the Texas Government Code. Contractor 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 System
Business Service Center - Payment Services
1112 Dallas Drive, Suite 4000
Denton, TX 76205

No Assignment or Delegation. This Agreement, and the rights and obligations set forth herein, are for personal services and may not be assigned or delegated by either party without the express written consent of the other party.

Property Rights. University shall, at all times, retain ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature that may be produced in connection with this Agreement or the Services. Contractor agrees that such works are “works for hire” and assigns all of Contractor’s right, title, and interest to University.

FERPA. If Contractor has access to students’ educational records, Contractor shall limit its employees’ access to the records to those persons for whom access is essential to the performance of the Services. Contractor shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

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

Required Posting of Contracts on Website. Contractor acknowledges and agrees that University is required by Section 2261.253 of the Texas Government 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.

Relationship of Parties. Contractor shall, at all times, act as an independent contractor and not as a partner, employee, or agent of University. Contractor shall not act or hold himself out to third parties as a partner, employee, or agent of University in the provision of the Services. University shall not have or exercise such control over the manner in which the Services are provided as would jeopardize the status of Contractor as an independent contractor. University will not withhold federal or state income tax or Social Security tax on behalf of Contractor. In addition, Contractor shall have no claim under this Agreement or otherwise against University for vacation pay, sick leave, unemployment insurance, worker’s compensation, retirement benefits, disability benefits, or employee benefits of any kind. Contractor shall have the exclusive responsibility for the payment of all such taxes and arrangements for insurance coverage and shall discharge such responsibility fully. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Contractor, the parties hereto mutually agree that both Contractor and University shall have the right to

participate in any discussion or negotiation occurring with such agency or agencies, regardless of by whom such discussion or negotiation is initiated.

Non-Waiver. No failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

Indemnity. Contractor agrees to indemnify and hold harmless University and its regents, officers, agents, and employees, from and against any liability, losses, or damages it may suffer as a result of claims, demands, causes of action, costs, or judgments against it arising out of Contractor's arising out of any act or omission by Contractor in the provision of the Services.

Breach of Contract Claims Against University. University is required by law to provide notice that Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving, goods, services, and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used by the Contractor to attempt to resolve all of its disputes arising under this Agreement.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas, and venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

Incorporation and Entire Agreement. This Agreement incorporates the usual and customary University purchase order and the terms, conditions, and notices contained therein are included herein for all purposes. This Agreement, including any exhibits or addenda identified and incorporated by reference herein, and the corresponding University purchase order constitute the entire agreement between the parties and contain all the agreements between the parties with respect to Contractor and the provision of the Services. The parties expressly acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others.

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

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals to be effective as of the date first written above.

UNIVERSITY OF NORTH TEXAS

[Redacted Signature]

Date: 9/22/17

ColorDynamics Printing Inc.

[Redacted Signature]

Title: President
Date: 9/30/2019

EXHIBIT "A" **SCOPE OF SERVICES**

Contractor shall provide the following Services:

Specifications/Deliverables

The scope of services includes printing The North Texan magazine up to four times a year. The vendor has listed their pricing for this task (See Exhibit "B": Pricing Worksheet) based on the following specifications:

- Magazine Specifications – All Options
 - 8.5" x 11" and 9" x 11" options for self-mailer, back cover must have knockout for addressing.
- Bindery is saddle stitch, score/trim/binding on 11" side.
- 5-color (4-color CMYK with fifth color as PMS 356 green spot).
- Roughly 90-100 images each issue (ranging in size from full bleeds at 10" x 14" to thumbnails).

Contractor must provide the following:

- First issue printing is September 2019
- Proofing
- Digital blue line (reader proof)
 - Minimum 2 rounds of loose/composite color proofs

NCOA and delivery to USPS

- Inkjet addressing and mailing per provided mailing list

Additional Options

UNT reserves the option to increase the page count and or add any of the additional options below at a base year per signature/additional options pricing that is equivalent to the signature/additional options costs to that year.

- Plus-cover option, as noted
- Soft touch cover coating option cost for each of options below:
 - Option 1—cover only
 - Option 2—entire piece
- Envelope insert option
- Poster pullout options (attached to cover, front or back; and center gate fold)

- Extra signature cost
 - 4-page addition
 - 8-page addition
 - 16-page addition

Pricing/Fees

Pricing breakdown is as listed in Exhibit "B" of this Service Agreement.

EXHIBIT "B"
PRICING SCHEDULE

	Qty →	75,000	100,000	150,000	185,000	190,000	
Current Paper 8.5X11: 70# text Opus Dull selfcover/ mailer in NO extra weighted cover)	Page Counts 32:	N/A	N/A	N/A	N/A	N/A	
	Page Counts 36:	N/A	N/A	N/A	N/A	N/A	
	Page Counts 40:	39,200.00	46,505.00	61,950.00	72,300.00	73,800.00	
	Page Counts 48:	43,050.00	52,350.00	69,800.00	82,800.00	84,500.00	
	Page Counts 52:	N/A	N/A	N/A	N/A	N/A	
	Page Counts 60:	N/A	N/A	N/A	N/A	N/A	
	Page Counts 64:	53,825.00	64,750.00	88,000.00	103,600.00	105,900.00	
	Line Item Estimate Requirements →	Soft touch coating (cover only)	N/A	N/A	N/A	N/A	N/A
		Poster- attach to cover	12,900.00	13,875.00	15,825.00	17,200.00	18,325.00
		Poster-center gate fold	12,900.00	13,875.00	15,825.00	17,200.00	18,325.00
	Extra Sig at: 4 extra pages	8,200.00	9,605.00	12,600.00	15,600.00	15,900.00	
	Extra Sig at: 8 extra pages	8,400.00	10,000.00	13,225.00	16,500.00	16,750.00	
	Extra Sig at: 16 extra pages	13,900.00	16,900.00	22,950.00	27,200.00	27,800.00	
<hr/>							
Current Paper: 9x11: 70# text Opus Dull- selfcover mailer in NO extra weighted cover)	Page Counts 32:	N/A	N/A	N/A	N/A	N/A	
	Page Counts 36:	N/A	N/A	N/A	N/A	N/A	
	Page Counts 40:	40,330.00	47,880.00	64,100.00	74,900.00	76,450.00	
	Page Counts 48:	44,400.00	54,100.00	72,300.00	85,850.00	87,650.00	
	Page Counts 52:	N/A	N/A	N/A	N/A	N/A	
	Page Counts 60:	N/A	N/A	N/A	N/A	N/A	
	Page Counts 64:	55,600.00	67,100.00	91,300.00	101,995.00	110,000.00	
	Line Item Estimate Requirements →	Soft touch coating (cover only)	N/A	N/A	N/A	N/A	N/A
		Poster- attach to cover	12,900.00	13,875.00	15,825.00	17,200.00	18,325.00
		Poster-center gate fold	12,900.00	13,875.00	15,825.00	17,200.00	18,325.00
	Extra Sig at: 4 extra pages	8,200.00	9,605.00	12,600.00	15,600.00	15,900.00	
	Extra Sig at: 8 extra pages	8,400.00	10,000.00	13,225.00	16,500.00	16,750.00	
	Extra Sig at: 16 extra pages	13,900.00	16,900.00	22,950.00	27,200.00	27,800.00	
<hr/>							
Current Paper: 8 5x11: 70# text Opus Dull PLUS COVER 80# cover Opus Dull	Page Counts 32:	43,800.00	50,700.00	65,400.00	75,200.00	76,600.00	
	Page Counts 36:	41,800.00	49,125.00	64,800.00	75,200.00	76,650.00	
	Page Counts 40:	N/A	N/A	N/A	N/A	N/A	
	Page Counts 48:	N/A	N/A	N/A	N/A	N/A	
	Page Counts 52:	52,550.00	63,200.00	83,200.00	97,995.00	100,000.00	
	Page Counts 60:	54,510.00	71,400.00	94,825.00	110,725.00	113,000.00	
	Page Counts 64:	N/A	N/A	N/A	N/A	N/A	
	Line Item Estimate Requirements →	Soft touch coating (cover only)	250.00	1,300.00	3,900.00	5,725.00	6,000.00
		Poster- attach to cover	6,550.00	7,600.00	9,700.00	11,900.00	12,000.00
		Poster-center gate fold	12,900.00	13,875.00	15,875.00	17,200.00	18,325.00
	Extra Sig at: 4 extra pages	8,200.00	9,605.00	12,600.00	15,600.00	15,900.00	
	Extra Sig at: 8 extra pages	8,400.00	10,000.00	13,225.00	16,500.00	16,750.00	
	Extra Sig at: 16 extra pages	13,900.00	16,900.00	22,950.00	27,200.00	27,800.00	
<hr/>							
Current Paper: 9x11: 70# text Opus Dull PLUS COVER 80# cover Opus Dull	Page Counts 32:	45,020.00	52,200.00	67,550.00	77,725.00	79,200.00	
	Page Counts 36:	43,100.00	50,750.00	67,100.00	77,900.00	79,425.00	
	Page Counts 40:	N/A	N/A	N/A	N/A	N/A	
	Page Counts 48:	N/A	N/A	N/A	N/A	N/A	
	Page Counts 52:	55,075.00	65,400.00	87,100.00	101,750.00	103,900.00	
	Page Counts 60:	62,200.00	73,925.00	99,100.00	115,050.00	117,325.00	
	Page Counts 64:	N/A	N/A	N/A	N/A	N/A	
	Line Item Estimate Requirements →	Soft touch coating (cover only)	250.00	1,300.00	3,900.00	5,725.00	6,000.00
		Poster- attach to cover	6,550.00	7,600.00	9,700.00	11,900.00	12,000.00
		Poster-center gate fold	12,900.00	13,875.00	15,875.00	17,200.00	18,325.00
	Extra Sig at: 4 extra pages	8,200.00	9,605.00	12,600.00	15,600.00	15,900.00	
	Extra Sig at: 8 extra pages	8,400.00	10,000.00	13,225.00	16,500.00	16,750.00	
	Extra Sig at: 16 extra pages	13,900.00	16,900.00	22,950.00	27,200.00	27,800.00	
<hr/>							
Alternate Option: 8.5 x11: 70# text Finch Opaque Smooth PLUS COVER 65# cover Finch Opaque Smooth	Page Counts 32:	46,325.00	53,925.00	70,150.00	80,900.00	82,500.00	
	Page Counts 36:	44,500.00	52,650.00	69,995.00	81,600.00	83,300.00	
	Page Counts 40:	N/A	N/A	N/A	N/A	N/A	
	Page Counts 48:	N/A	N/A	N/A	N/A	N/A	
	Page Counts 52:	56,825.00	68,800.00	91,400.00	108,100.00	110,350.00	
	Page Counts 60:	65,400.00	78,100.00	104,600.00	122,700.00	125,300.00	
	Page Counts 64:	N/A	N/A	N/A	N/A	N/A	
	Line Item Estimate Requirements →	Soft touch coating (cover only)	250.00	1,300.00	3,900.00	5,725.00	6,000.00
		Poster- attach to cover	6,550.00	7,600.00	9,700.00	11,900.00	12,000.00
		Poster-center gate fold	12,900.00	13,875.00	15,875.00	17,200.00	18,325.00
	Extra Sig at: 4 extra pages	8,200.00	9,605.00	12,600.00	15,600.00	15,900.00	
	Extra Sig at: 8 extra pages	8,400.00	10,000.00	13,225.00	16,500.00	16,750.00	
	Extra Sig at: 16 extra pages	13,900.00	16,900.00	22,950.00	27,200.00	27,800.00	

Alternate Option: 9 x11: 70# text Finch Opaque Smooth PLUS COVER 65# cover Finch Opaque Smooth	Page Counts 32:	47,750.00	55,625.00	72,550.00	83,850.00	85,500.00
	Page Counts 36:	45,950.00	54,500.00	72,600.00	84,800.00	86,500.00
	Page Counts 40:	N/A	N/A	N/A	N/A	N/A
	Page Counts 48:	N/A	N/A	N/A	N/A	N/A
	Page Counts 52:	58,805.00	71,300.00	95,000.00	112,500.00	114,900.00
	Page Counts 60:	67,700.00	80,975.00	108,775.00	127,800.00	130,400.00
	Page Counts 64:	N/A	N/A	N/A	N/A	N/A
Line Item Estimate Requirements →	Soft touch coating (cover only)	250.00	1,300.00	3,900.00	5,725.00	6,000.00
	Poster- attach to cover	6,550.00	7,600.00	9,700.00	11,900.00	12,000.00
	Poster-center gate fold	12,900.00	13,875.00	15,875.00	17,200.00	18,325.00
	Extra Sig at: 4 extra pages	8,200.00	9,605.00	12,600.00	15,600.00	15,900.00
	Extra Sig at: 8 extra pages	8,400.00	10,000.00	13,225.00	16,500.00	16,750.00
	Extra Sig at: 16 extra pages	13,900.00	16,900.00	22,950.00	27,200.00	27,800.00
<hr/>						
Alternative Paper: 8.5x11: 60# text Finch Opaque Smooth PLUS COVER 100# cover Finch Opaque Smooth	Page Counts 32:	44,900.00	51,900.00	63,750.00	73,300.00	74,800.00
	Page Counts 36:	42,850.00	50,375.00	63,300.00	73,400.00	74,925.00
	Page Counts 40:	N/A	N/A	N/A	N/A	N/A
	Page Counts 48:	N/A	N/A	N/A	N/A	N/A
	Page Counts 52:	54,375.00	65,700.00	74,925.00	95,950.00	98,900.00
	Page Counts 60:	61,800.00	74,400.00	93,100.00	109,550.00	112,100.00
	Page Counts 64:	N/A	N/A	N/A	N/A	N/A
Line Item Estimate Requirements →	Soft touch coating (cover only)	250.00	1,300.00	3,900.00	5,725.00	6,000.00
	Poster- attach to cover	6,550.00	7,600.00	9,700.00	11,900.00	12,000.00
	Poster-center gate fold	12,900.00	13,875.00	15,875.00	17,200.00	18,325.00
	Extra Sig at: 4 extra pages	8,200.00	9,605.00	12,600.00	15,600.00	15,900.00
	Extra Sig at: 8 extra pages	8,400.00	10,000.00	13,225.00	16,500.00	16,750.00
	Extra Sig at: 16 extra pages	13,900.00	16,900.00	22,950.00	27,200.00	27,800.00
<hr/>						
Alternative Paper: 9x11: 60# text Finch Opaque Smooth PLUS COVER 100# text Finch Opaque Smooth	Page Counts 32:	43,850.00	47,125.00	64,000.00	73,450.00	74,825.00
	Page Counts 36:	38,900.00	48,100.00	64,150.00	73,500.00	75,000.00
	Page Counts 40:	N/A	N/A	N/A	N/A	N/A
	Page Counts 48:	N/A	N/A	N/A	N/A	N/A
	Page Counts 52:	51,650.00	62,500.00	82,500.00	96,100.00	98,800.00
	Page Counts 60:	58,800.00	70,900.00	93,300.00	110,200.00	112,300.00
	Page Counts 64:	N/A	N/A	N/A	N/A	N/A
Line Item Estimate Requirements →	Soft touch coating (cover only)	250.00	1,300.00	3,900.00	5,725.00	6,000.00
	Poster- attach to cover	6,550.00	7,600.00	9,700.00	11,900.00	12,000.00
	Poster-center gate fold	12,900.00	13,875.00	15,875.00	17,200.00	18,325.00
	Extra Sig at: 4 extra pages	8,200.00	9,605.00	12,600.00	15,600.00	15,900.00
	Extra Sig at: 8 extra pages	8,400.00	10,000.00	13,225.00	16,500.00	16,750.00
	Extra Sig at: 16 extra pages	13,900.00	16,900.00	22,950.00	27,200.00	27,800.00
<hr/>						
Alternative Paper: 8.5x11: 60# text Accent Opaque PLUS COVER 100# text Accent Opaque	Page Counts 32:	42,500.00	49,200.00	63,500.00	72,900.00	74,250.00
	Page Counts 36:	40,550.00	47,600.00	62,900.00	72,950.00	74,500.00
	Page Counts 40:	N/A	N/A	N/A	N/A	N/A
	Page Counts 48:	N/A	N/A	N/A	N/A	N/A
	Page Counts 52:	51,500.00	61,950.00	81,700.00	95,450.00	98,200.00
	Page Counts 60:	58,400.00	70,300.00	92,700.00	109,200.00	111,400.00
	Page Counts 64:	N/A	N/A	N/A	N/A	N/A
Line Item Estimate Requirements →	Soft touch coating (cover only)	250.00	1,300.00	3,900.00	5,725.00	6,000.00
	Poster- attach to cover	6,550.00	7,600.00	9,700.00	11,900.00	12,000.00
	Poster-center gate fold	12,900.00	13,875.00	15,875.00	17,200.00	18,325.00
	Extra Sig at: 4 extra pages	8,200.00	9,605.00	12,600.00	15,600.00	15,900.00
	Extra Sig at: 8 extra pages	8,400.00	10,000.00	13,225.00	16,500.00	16,750.00
	Extra Sig at: 16 extra pages	13,900.00	16,900.00	22,950.00	27,200.00	27,800.00
<hr/>						
Alternative Paper: 9x11: 60# text Accent Opaque PLUS COVER 100# text Accent Opaque	Page Counts 32:	43,700.00	50,550.00	65,400.00	75,300.00	76,700.00
	Page Counts 36:	41,700.00	49,200.00	64,950.00	75,500.00	77,100.00
	Page Counts 40:	N/A	N/A	N/A	N/A	N/A
	Page Counts 48:	N/A	N/A	N/A	N/A	N/A
	Page Counts 52:	53,100.00	63,995.00	84,550.00	99,900.00	101,900.00
	Page Counts 60:	60,300.00	72,600.00	96,100.00	113,300.00	115,700.00
	Page Counts 64:	N/A	N/A	N/A	N/A	N/A
Line Item Estimate Requirements →	Soft touch coating (cover only)	250.00	1,300.00	3,900.00	5,725.00	6,000.00
	Poster- attach to cover	6,550.00	7,600.00	9,700.00	11,900.00	12,000.00
	Poster-center gate fold	12,900.00	13,875.00	15,875.00	17,200.00	18,325.00
	Extra Sig at: 4 extra pages	8,200.00	9,605.00	12,600.00	15,600.00	15,900.00
	Extra Sig at: 8 extra pages	8,400.00	10,000.00	13,225.00	16,500.00	16,750.00
	Extra Sig at: 16 extra pages	13,900.00	16,900.00	22,950.00	27,200.00	27,800.00

Alternative Paper: 8.5x11: 70# text Accent Opaque -self cover/mailer. (As in NO extra weighted cover.)	Page Counts 32:	N/A	N/A	N/A	N/A	N/A	
	Page Counts 36:	N/A	N/A	N/A	N/A	N/A	
	Page Counts 40:	42,700.00	51,000.00	68,500.00	80,200.00	81,900.00	
	Page Counts 48:	48,100.00	58,750.00	77,950.00	93,850.00	95,900.00	
	Page Counts 52:	N/A	N/A	N/A	N/A	N/A	
	Page Counts 60:	N/A	N/A	N/A	N/A	N/A	
	Page Counts 64:	60,400.00	73,200.00	100,100.00	118,325.00	120,950.00	
	Line Item Estimate Requirements →	Soft touch coating (cover only)	N/A	N/A	N/A	N/A	N/A
		Poster- attach to cover	12,900.00	13,875.00	15,825.00	17,200.00	18,325.00
		Poster-center gate fold	12,900.00	13,875.00	15,825.00	17,200.00	18,325.00
	Extra Sig at: 4 extra pages	8,200.00	9,605.00	12,600.00	15,600.00	15,900.00	
	Extra Sig at: 8 extra pages	8,400.00	10,000.00	13,225.00	16,500.00	16,750.00	
	Extra Sig at: 16 extra pages	13,900.00	16,900.00	22,950.00	27,200.00	27,800.00	

Alternative Paper: 9x11: 70# text Accent Opaque -self cover/mailer. (As in NO extra weighted cover.)	Page Counts 32:	N/A	N/A	N/A	N/A	N/A	
	Page Counts 36:	N/A	N/A	N/A	N/A	N/A	
	Page Counts 40:	44,500.00	53,200.00	68,500.00	80,200.00	81,900.00	
	Page Counts 48:	49,700.00	60,800.00	77,950.00	93,850.00	95,900.00	
	Page Counts 52:	N/A	N/A	N/A	N/A	N/A	
	Page Counts 60:	N/A	N/A	N/A	N/A	N/A	
	Page Counts 64:	63,100.00	76,500.00	100,100.00	118,325.00	120,950.00	
		Soft touch coating (cover only)	N/A	N/A	N/A	N/A	N/A
		Poster- attach to cover	12,900.00	13,875.00	15,825.00	17,200.00	18,325.00
		Poster-center gate fold	12,900.00	13,875.00	15,825.00	17,200.00	18,325.00
	Extra Sig at: 4 extra pages	8,200.00	9,605.00	12,600.00	15,600.00	15,900.00	
	Extra Sig at: 8 extra pages	8,400.00	10,000.00	13,225.00	16,500.00	16,750.00	
	Extra Sig at: 16 extra pages	13,900.00	16,900.00	22,950.00	27,200.00	27,800.00	