

12/16/2020

MarkView Print Preview - AA NUMBER: S1127751 BRANCH: DALLAS DOCUMENT ID: 39495933

DocuSign Envelope ID: 68853183-F946-4C6A-9F88-25E6C0AE2396

Addendum attached hereto and incorporated herein for all purposes.

Canon		KINDER 100-1 (MFD Program Order Form) University of Texas Agreement # UTSSCA131 Page 1 of 3			
CANON SOLUTIONS AMERICA Valid until 7.1.2020		Institutional Participant _____ Salesperson: Kevin Morrow			
Canon Solutions America, Inc. ("CSA") or "Preferred Supplier"		Order #: _____ Order date: 10/28/2020			
One Canon Park, Melville, NY 11747 (800) 613-2228		Transaction Type: <input checked="" type="checkbox"/> Purchase <input checked="" type="checkbox"/> CFS FMV Lease			
Billing Information		Equipment Maintenance *Included, unless excluded below			
Institutional Participant: University of North Texas		Maintenance Billed By: <input checked="" type="checkbox"/> CSA <input checked="" type="checkbox"/> CFS			
DB# _____		<input checked="" type="checkbox"/> Included <input type="checkbox"/> Not Included			
Address: 1112 Dallas Drive, Ste. 4000		Consumables Include: <input checked="" type="checkbox"/> Toner <input checked="" type="checkbox"/> Other _____			
City: Denton County: Denton		Lease Term: 36 Months <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annual			
State: TX Zip: 76205 Phone: _____		Maintenance Coverage Plan: <input checked="" type="checkbox"/> Per Unit <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annual			
Contact: _____ Fax: _____		Base Charge Billing Cycle: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annual			
E-Mail: invoices@untsystem.edu		Per Image Charge Billing Cycle: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annual			
Check with Order: <input checked="" type="checkbox"/> PO Required <input type="checkbox"/> No <input type="checkbox"/> Annual					
Credit Card (separate form) <input type="checkbox"/> Yes <input type="checkbox"/> PO					
Item Code	Listed Items Description	Qty	Serial#	Ship to Information	Per Unit Equipment Maintenance Information
4083C016	IMAGERUNNER ADVANCE DX 8795I	1		Delivery Cont: Maia Cudhea	Alternate Meter Read Method: IWR
0117C002	STAPLE FINISHER-W1 PRO	1		Delivery Address: 607 W Sycamore St, Denton, TX	
5738B002	PUNCHER UNIT-BS1	1		Phone: 940-369-7323	Maintenance Base Charge
1972V073	ESP NEXT GEN PCS POWER FILTER (120	1		Email Address: maia.cudhea@unt.edu	Covered Images Included
3792V679	IR ADV DX 8786/95/05 INSTALL PAK	1		Meter Read Cont:	B & W Color Long Sheet
2368V118	HIGH VOLUME CONNECTIVITY OVER 800	1		Email Address:	
1618V190	IR ADVANCE IMPLEMENTATION SERVICE	1		Phone: _____ Delivery Date: _____	Start Meter Excess per Image Charge
				Elevator: <input type="checkbox"/> Yes <input type="checkbox"/> No Loading dock: <input type="checkbox"/> Yes <input type="checkbox"/> No	B & W Color B & W Color Long Sheet
				# of step Hrs of Operat	0.0031
				Special Instruct:	
4302C002	IMAGERUNNER ADVANCE DX C5740I	1		Delivery Cont: Maia Cudhea	Alternate Meter Read Method: _____
0610C002	HIGH CAPACITY CASSETTE FEEDING UN	1		Delivery Address: 607 W Sycamore St, Denton, TX	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1		Phone: _____	Maintenance Base Charge
0614C002	BOOKLET FINISHER-Y1	1		Email Address:	Covered Images Included
0619C002	BUFFER PASS UNIT-L1	1		Meter Read Cont:	B & W Color Long Sheet
0166C007	SUPER G3 FAX BOARD-AS2	1		Email Address:	
1972V064	ESP NEXT GEN PCS POWER FILTER (120	1		Phone: _____ Delivery Date: _____	Start Meter Excess per Image Charge
3795V284	INSTALL PAK DX C5736I & C5740I	1		Elevator: <input type="checkbox"/> Yes <input type="checkbox"/> No Loading dock: <input type="checkbox"/> Yes <input type="checkbox"/> No	B & W Color B & W Color Long Sheet
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP	1		# of step Hrs of Operat	0.005 0.035
1618V190	IR ADVANCE IMPLEMENTATION SERVICE	1		Special Instruct:	
Key to Meter Read Method: ImageWARE Remote Unless noted above W = myCSA website				Total Base Maint Charge: *CSA Billed Only	
THIS ORDER FORM IS ISSUED PURSUANT TO, AND SHALL BE GOVERNED IN ALL RESPECTS BY, THE PREFERRED SUPPLIER AGREEMENT (University of Texas Agreement Number UTSSCA131) BETWEEN PREFERRED SUPPLIER AND THE UNIVERSITY OF TEXAS SYSTEM. THE INSTITUTIONAL PARTICIPATION AGREEMENT ENTERED INTO BETWEEN PREFERRED SUPPLIER AND THE INSTITUTIONAL PARTICIPANT NAMED ABOVE, AND, FOR LEASES, THE LEASE AGREEMENT ENTERED INTO BETWEEN INSTITUTIONAL PARTICIPANT AND CANON FINANCIAL SERVICES, INC. THIS ORDER DOCUMENT IS BINDING ON INSTITUTIONAL PARTICIPANT UPON SIGNING BY INSTITUTIONAL PARTICIPANT, AND IS BINDING ON PREFERRED SUPPLIER AND LESSOR UPON DELIVERY OR OTHER COMMENCEMENT OF PERFORMANCE BY PREFERRED SUPPLIER. THIS ORDER DOCUMENT IS NON-CANCELABLE BY INSTITUTIONAL PARTICIPANT. BY YOUR SIGNATURE BELOW, INSTITUTIONAL PARTICIPANT AGREES TO LEASE OR PURCHASE THE EQUIPMENT AND SOFTWARE DESCRIBED ABOVE AND, IF SELECTED ABOVE, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED ABOVE AND IN THE PREFERRED SUPPLIER AGREEMENT. INSTITUTIONAL PARTICIPANT ACKNOWLEDGES RECEIPT OF A COPY OF THIS ORDER FORM.					
Institutional Participant Authorized: _____ Date: 12/15/2020					
ACCEPTANCE CERTIFICATE					
Institutional Participant certifies that (a) the Listed Items referred to in this Order Document have been received, (b) installation has been completed, (c) the Listed Items have been examined by Institutional Participant and are in good operating order and condition and are, in all respects, satisfactory to the Institutional Participant, and (d) the Listed Items are irrevocably accepted by the Institutional Participant for all purposes under the Lease Agreement. Accordingly, Institutional Participant hereby authorizes billing under this Order Document.					
Authorized Signat: _____ Printed Name: _____ Date: _____					
For Internal Purposes: CFS Authorized Signat: _____ Date: 12/16/2020					

5-2-19 Rider 100-1 (MFD Program Order Form)


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3/62

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 CANON SOLUTIONS AMERICA		RIDER 100-1 (MFD Program Order Form) University of Texas Agreement # UTSSCA131 Page 2 of 3	
Institutional Participant: _____		Salesperson: <u>Kevin Morrow</u>	
Order #: _____		Order date: <u>10/28/2020</u>	
Canon Solutions America, Inc. ("CSA") or "Preferred Supplier"		Transaction Type: <input checked="" type="checkbox"/> Purchase <input checked="" type="checkbox"/> CFS FMV Lease	
One Canon Park, Melville, NY 11747 (800) 613-2228		Equipment Maintenance *Included, unless excluded below	
Billing Information		Maintenance Billed By: <input checked="" type="checkbox"/> CSA <input checked="" type="checkbox"/> CFS	
Institutional Participant: University of North Texas		<input checked="" type="checkbox"/> Included <input type="checkbox"/> Not Included	
Address: 1112 Dallas Drive, Ste. 4000 City: Denton County: Denton State: TX Zip: 76205 Phone: _____		Consumables Include: <input checked="" type="checkbox"/> Toner <input checked="" type="checkbox"/> Other: _____	
Total Due: \$0.00 + _____ = \$0.00		Lease Term: <u>36</u> Months <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annual	
Deposit: _____		Maintenance Coverage Plan: <input checked="" type="checkbox"/> Per Unit <input type="checkbox"/> Per Image Charge	
Check with Order: <input type="checkbox"/> PO Required <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes PO		Base Charge Billing Cycle: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annual	
Credit Card (separate form) <input type="checkbox"/> Yes <input type="checkbox"/> No		Per Image Charge Billing Cycle: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annual	
E-Mail: <u>Invoices@untssystem.edu</u>		Per Unit Equipment Maintenance Information	
Item Code	Listed Items Description	Qty	Serial#
3881C003	IMAGERUNNER ADVANCE DX C357IF	1	
9579B003	CASSETTE FEEDING UNIT-AJ1	1	
1972V064	ESP NEXT GEN PCS POWER FILTER (12)	1	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP	1	
3826V922	INSTALL PAK IRA DX C357IF / C257IF	1	
1618V190	IR ADVANCE IMPLEMENTATION SERVICE	1	
Ship to Information		Alternate Meter Read Method: <u>IWR</u>	
Delivery Cont: Maia Cudhea		Maintenance Base Charge	
Delivery Address: 607 W Sycamore St, Denton, TX		Covered Images Included: B & W Color Long Sheet*	
Phone: _____		Start Meter: B & W Color	
Email Address: _____		Excess per Image Charge: B & W Color Long Sheet*	
Meter Read Cont: _____		0.0079 0.075	
Email Address: _____		Special Instructions:	
Phone: _____		Delivery Date: _____	
Elevator: <input type="checkbox"/> Yes <input type="checkbox"/> No Loading dock: <input type="checkbox"/> Yes <input type="checkbox"/> No		# of step: _____ Hrs of Operat: _____	
Special Instructions:		Key to Meter Read Method: ImageWARE Remote Unless noted above W = myCSA website	
Total Base Maint Charge:		*CSA Billed Only	
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Institutional Participant Authorized: _____ 12/15/2020			
ACCEPTANCE CERTIFICATE			
Institutional Participant certifies that (a) the Listed Items referred to in this Order Document have been received, (b) installation has been completed, (c) the Listed Items have been examined by Institutional Participant and are in good operating order and condition and are, in all respects, satisfactory to the Institutional Participant, and (d) the Listed Items are irrevocably accepted by the Institutional Participant for all purposes under the Lease Agreement. Accordingly, Institutional Participant hereby authorizes billing under this Order Document.			
Authorized Signat: _____		Printed: _____ Date: _____	
For Internal Purposes Only: CFS Authorized Signat: _____		Date: 12/16/2020	

5-2-19 Rider 100-1 (MFD Program Order Form)

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4/62

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Billing Information		Maintenance Billed By: <input checked="" type="checkbox"/> CSA <input checked="" type="checkbox"/> CFS	
Institutional Participant: University of North Texas		<input checked="" type="checkbox"/> Included <input type="checkbox"/> Not Included	
DB# _____		Consumables Include: <input checked="" type="checkbox"/> Toner <input checked="" type="checkbox"/> Other _____	
Address: 1112 Dallas Drive, Ste. 4000		Purchase Amounts Due	
City: Denton County: Denton		Subtotal _____	
State: TX Zip: 76205 Phone: _____		Lease Information	
Contact: _____ Fax: _____		CFS App# _____	
E-Mail: <u>invoices@untsystem.edu</u>		Payment ("Plus Applicable Taxes")	
Check with Order: <input type="checkbox"/> PO Required <input type="checkbox"/> Quarterly <input type="checkbox"/> Annual		Sales Tax _____	
Credit Card (separate form) <input type="checkbox"/> Yes <input type="checkbox"/> PO		Base Service Total _____	
		Total Due: \$0.00 + _____ = \$0.00	
Deposit _____		Lease Term: <u>36</u> Months <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annual	
		Maintenance Coverage Plan: <input checked="" type="checkbox"/> Per Unit <input type="checkbox"/> Per Image Charge	
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Delivery Cont: Maia Cudhea		Alternate Meter Read Method: <u>IWR</u>	
Delivery Addr: 907 W Sycamore St, Denton, TX		Maintenance Base Charge	
Phone _____		Covered Images Included	
Email Addr: _____		B & W Color Long Sheet*	
Meter Read Cont: _____			
Email Addr: _____			
Phone _____ Delivery Date _____		Start Meter	
Elevator: <input type="checkbox"/> Yes <input type="checkbox"/> No Loading dock: <input type="checkbox"/> Yes <input type="checkbox"/> No		Excess per Image Charge	
# of step _____ Hrs of Operat _____		B & W Color B & W Color Long Sheet*	
Special Instructions _____		0.0079 0.075	
Delivery Cont: _____		Alternate Meter Read Method: _____	
Delivery Addr: _____		Maintenance Base Charge	
Phone _____		Covered Images Included	
Email Addr: _____		B & W Color Long Sheet*	
Meter Read Cont: _____			
Email Addr: _____			
Phone _____ Delivery Date _____		Start Meter	
Elevator: <input type="checkbox"/> Yes <input type="checkbox"/> No Loading dock: <input type="checkbox"/> Yes <input type="checkbox"/> No		Excess per Image Charge	
# of step _____ Hrs of Operat _____		B & W Color B & W Color Long Sheet*	
Special Instructions _____			
Key to Meter Read Method: <u>ImageWARE Remote Unless noted above W = myCSA website</u>		Total Base Maint Charge: _____ *CSA Billed Only	
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5/62

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.

Delivery. Delivery shall be FOB Destination.

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. The requirements of Subject J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to UNT records retention requirements; (2) to promptly provide contracting information to UNT when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to UNT or to preserve all contracting information according to UNT's records retention requirements.

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. If the Agreement is subject 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.


Canon Solutions America, Inc.

VEND

~~Canon Financial Services, Inc.~~

By:
Name:
Title:
Date:



Contract Number: [1000.136C](#) 

Organization: The University of Texas System

Contracting Entity: The University of Texas System

Preferred Supplier: [Canon Solutions America, Inc.](#)

Secondary (Other Parties): (None Selected)

Contract Type: Preferred Supplier Agreement

Sites: [Alamo Colleges District](#); [Angeles State University](#); [Baylor College of Medicine](#); [Baylor University](#); [Rice University](#); [Stephen F. Austin State University](#); [Texas A&M University - AgriLife Research](#); [Texas A&M University-Commerce](#); [Texas State Technical College](#); [Texas Tech University](#); [Texas Tech University Health Science Center](#); [Texas Tech University Health Sciences Center - El Paso](#); [Texas Woman's University](#); [Tyler Junior College](#); [University of North Texas](#); [University of Tennessee Chattanooga](#); [University of Tennessee Health Science Center](#); [University of Tennessee Martin](#); [University of Tennessee System](#); [UT Arlington](#); [UT Austin](#); [UT Dallas](#); [UT El Paso](#); [UT Health Science Center Houston](#); [UT Health Science Center San Antonio](#); [UT Health Science Center Tyler](#); [UT MD Anderson Cancer Center](#); [UT Medical Branch](#); [UT Permian Basin](#); [UT Rio Grande Valley](#); [UT San Antonio](#); [UT Southwestern Medical Center](#); [UT System](#); [UT Tyler](#)

Category: Administration

Contract Expires In: **1293 Days**

[Documents Containing Electronic Data](#)

Cover Sheet	Contract/Attachments	Critical Dates	Assets	Compliance	Custom Fields	
Effective Date:		5/1/2019			Responsible Party:	Name/Title:
Expiration Date:		4/30/2024			Sourcing Specialist/Analyst:	Martinez, Nancy
Auto Renewal:		No			Contract Manager:	Scott, Kevin
					Responsible Party, Tertiary:	
Action List:		Off			PO Number:	
					Est. Monthly Value:	\$0.00
					Est. Annual Value:	\$0.00
					Est. Total Value:	\$0.00
Optional Renewals Remaining:		4			Value Escalates:	No
					Partial Year (Months):	12
Signatory Name:		Kelley, Scott			Other Signatory Name:	
Signatory Title:		Executive Vice Chancellor, Business Affairs			Other Signatory Title:	
					UTSSCA Contract Number:	UTSSCA1318
					Brief Description:	Multi-function devices and other managed print products
					Commodity:	
					Business Reviews Scheduled:	
Original Term		5 years				

The term of this Agreement will begin on the Effective Date and expire April 30, 2024, unless earlier terminated in accordance with the provisions of this Agreement. UT System will have the option to extend the term of this Agreement for an additional [/Contracts/viewxpo.aspx/name=\(All\)](#) time given to Preferred Supplier at least 90 days in advance of the extended term.