

**CONTRACT MODIFICATION AGREEMENT**

Date: January 2, 2020

Contract No.: 17-ODU-02-JNH – Comprehensive Managed Print Services

Modification No.: 2

Issued By: OLD DOMINION UNIVERSITY  
Department of Procurement Services  
4401 Powhatan Avenue, Suite 111  
Norfolk, VA 23529-0308

Contractor: Konica Minolta Business Solutions U.S.A., Inc.

This Contract Modification Agreement is entered pursuant to Section 9. "Terms and Conditions", Paragraph I. "Changes to the Contract", as follows:

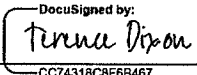
**DESCRIPTION OF MODIFICATION:**

**WHEREAS**, the parties hereto entered into the Original Agreement on or about November 1, 2017;


**NOW, THEREFORE**, the Parties hereby agree to amend the Agreement terms as expressly set forth herein:

1. The Old Dominion University Hosted Technology - Non-Regulated ODU Data Addendum to Contractor's Form and all of the provisions therein, shall be incorporated into the Original Agreement by and between Old Dominion University and Konica Minolta Business Solutions U.S.A, Inc. upon execution of this Contract Modification #2.
2. **Period of Performance:** The term of the Agreement is hereby renewed for the period of January 1, 2020 through December 31, 2020.
3. Except for the changes provided herein, all other terms and conditions of the original Agreement remain unchanged and in full force and effect, as originally submitted, negotiated and agreed to between Client and Contractor.

**CONTRACTOR:****Konica Minolta Business Solutions U.S.A., Inc.**

By:   
CC74318C8F6B467...  
Name: Terence Dixon  
Title: President, Direct Operations  
January 7, 2020  
Date: \_\_\_\_\_

**UNIVERSITY:****Old Dominion University**

By:   
Name: Greg Dubois  
Title: Vice President for Administration & Finance  
Date: 1/13/2020

**OLD DOMINION UNIVERSITY**  
***Hosted Technology Services – Non-Regulated ODU Data***  
**CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM**

**1. Data Privacy:**

- a. The Vendor will use University Data only for the purpose of fulfilling its duties under this Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this Agreement or as otherwise required by law.
- b. University Data will not be stored outside the United States without prior written consent from the University.
- c. The Vendor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under this Agreement. The Vendor will ensure that the Vendor's employees who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Agreement.

**2. Data Authenticity, Integrity and Availability:**

- a. The Vendor shall maintain a formal security program in accordance with industry standards that is designed to: (i) ensure the security and integrity of University Data; (ii) protect against threats or hazards to the security or integrity of University Data; and (iii) prevent unauthorized access to University Data.

**3. Requests for Data, Response to Legal Orders or Demands for Data:**

- a. Except as otherwise expressly prohibited by law, the Vendor will:
  - i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by the Vendor seeking University Data;
  - ii. consult with the University regarding its response;
  - iii. cooperate with the University's requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
  - iv. upon the University's request, provide the University with a copy of its response.
- b. If the University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by the Vendor, the University will promptly provide a copy to the Vendor. The Vendor will promptly supply the University with copies of data required for the University to respond, and will cooperate with the University's reasonable requests in connection with its response

- c. The University may request and obtain access to University Data and related logs at any time for any reason.

**4. Data Transfer Upon Termination or Expiration:**

- a. The Vendor's obligations shall survive termination of this Agreement until all University Data has been returned or Securely Destroyed
- b. Upon termination or expiration of this Agreement, the Vendor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service within a reasonable time. The Vendor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
- c. In the event that the University requests destruction of its data, the Vendor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Vendor might have transferred University data. The Vendor agrees to provide documentation of data destruction to the University and to complete any required Commonwealth of Virginia documentation regarding the destruction of University Data.
- d. The Vendor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data. The Vendor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Vendor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date. Vendor will charge the University no more than a reasonable charge to perform such assistance, such charges to be set forth in a quote and agreed to in writing by the parties.

**5. Compliance:**

- a. The Vendor will comply with all applicable laws and industry standards in performing services under this Agreement.
- b. The Vendor warrants that the service it will provide to the University is fully compliant with relevant requirements of all laws and, regulation, including the Americans with Disabilities Act (ADA) and Section 508 of the Rehabilitation Act via a Voluntary Product Accessibility Template (VPAT), and will make commercially reasonable efforts to ensure the service is compliant with guidance applicable to the University and/or the Vendor.