
Service Level Agreement (SLA)

Updated: October 24, 2020

Effective: December 1, 2020

You can view our previous SLAs [here](#).

This Service Level Agreement (the "SLA" or the "Agreement") sets forth the terms and conditions that govern the work performed by Brave North Technology LLC (the "Provider") for the Client.

1. **Definitions.**

- a. "Client Onboarding" is the 30-day period of time used to collect information, observation, documentation, and share process related logistics between the Provider and Client. The 30-day period begins upon signature of both parties on a Managed Services Agreement.
- b. "Confidential Information" means all information disclosed by the Client to the Provider electronically, visually, orally, or in a tangible form which is either marked as "confidential" or with a similar legend or is identified at the time of disclosure as being confidential, information pertaining to the Client donor names and giving records, personnel files, personal documents, ePHI, and financial records, business plans and processes, and all information generally considered to be confidential or should be reasonably understood to be confidential or proprietary.
- c. "Covered Resources" means any hardware, software, and technology resources, equipment, tools, or accessories documented explicitly as "Covered" by the Provider during Client Onboarding. Items falling outside of this may include, but are not limited to, software and hardware not shared with the Provider at the time of onboarding and/or new equipment purchased after the date of this SLA and/or equipment the Client knowingly or unknowingly does not consider part of their technology system and/or the scope of this Agreement.
- d. "IT Database" is the central, primary, and sole documentation system used by and between the Client and Provider for tracking of Cover Resources, Not Covered Resources, and any and all information used for technology resource access and management. The IT Database may include credential access information and other cataloging documentation.
- e. "Resolve" or "Resolution" of an issue or issues means a solution the Provider presents and, in the Provider's, best judgment is a workable fix to a Client request, such as a technical issue or problem.
- f. "Response" is defined as any form of reply or action, observable or unobservable to the Client, taken by the Provider in an attempt to resolve a Support Request from the Client.
- g. "Service Request" and "Ticket" and "Support Request" and "Request" mean a formal request initiated by the Client to the Provider requesting support, counsel, advice, or consulting regarding Services, which are billable under this Agreement. The Provider may or may not consider any call, email, text, or other request made to an agent of the Provider to be the activation of a ticket based on the agent's best professional judgment.
- h. "Technology Resource(s)" means any computers, workstations, laptops, tablets, phones, servers, switches, modems, routers, and/or any other hardware, software (local, hosted, or cloud-based, accounts, and technology equipment, tools, or accessories.
- i. "Third Party" hardware, software, or other technology resource or Covered Resource that is owned, controlled, managed, rented, or otherwise falls under or depends on, either partially or wholly, a separate company, organization, or individual apart from the Client and Provider.

- j. “Your Data” or “Client Data” means any information stored on electronic equipment including computers hard drives, whether on site, off site, or in a remote (i.e. cloud) location, and other information or knowledge, resources, applications, or data that is owned or retained by the Client.

2. Services.

- a. “Service” or “Services” includes any and all professional technology or other consulting services, including but not limited to the following examples, in the area of “IT Help Desk” and “IT Support”, including, general desktop technology support, mobile device support, routine network & system monitoring, computer software support, computer hardware support; “IT Project”, including, server & e-mail conversion, technology policy support, CTO services, computer network support; “Routine Security & Stability Maintenance”, including, back-end security and systems management; and other technology or system process support needs as outlined in this Agreement.
- b. The Provider categorizes Services under several Service categories in an effort to provide greater understanding of service delivery, issue tracking and cataloging, and technology planning. The most common Service categories are: IT Help Desk, IT Support, IT Project, Routine Security & Stability Maintenance, IT Consulting, and Project Consulting.
- c. All examples listed under service categories are for illustrative purposes only and are not intended to constitute a complete list or exact definition under each category. Every Service Request is unique and based on the specific details of an individual Service Request the Provider has sole discretion regarding the service categorization.
- d. Maintenance or repair of some problems (e.g., software glitches, poor hardware design), and with Third Party software and hardware, depends on that Third Party’s initiative or response to that particular problem. The Provider is not responsible for and cannot directly fix these issues, though the Provider will assist in finding work-around solutions for these problems as available and following Third Party agreements.
- e. **Technology Managed Services.** Services that fall under Technology Managed Services may cover some or all Services or Service categories for a set monthly fee rather than the Provider billing per hour of Services delivered on Covered Resources. The Terms and Services and Agreement with the Client will specify which Services are covered under Technology Managed Services.
- f. **IT Help Desk.** Services that fall under IT Help Desk are often unplanned, spontaneous, or urgent Support Requests that generally involve a current impact on the client’s uptime or productivity and therefore require a time-sensitive resolution.
 - i. IT Help Desk requests are spontaneous or unplanned and usually initiated by the Client or one of the Client’s automated systems, such as downtime or email breach monitors that send automated notifications to the Provider. The Provider typically does not have foreknowledge of the request and did not account for the request in the Provider’s schedule or calendar ahead of time.
 - ii. IT Help Desk requests are treated as time-sensitive by the Provider, but it is the responsibility of the Client to define and outline during the initial request the time-sensitive nature of the request.
 - iii. The Provider may separate or divide a single Service Request across multiple Service categories, including having a Service Request fall under IT Help Desk and overlapping with IT Support.
- g. **IT Support.** Services that fall under IT Support - the most common Service - involve Support Requests made by the Client or involve Services initiated by the Provider on behalf of the Client. IT Support is the most general or common Services category.
 - i. IT Support includes fixes and repairs for a technical problem on a Covered Resource to restore it to or maintain a functioning state.

1. Examples of this may include addressing errors, malware, inability to log in, restoration from data backup, recovery of hardware failure, networking problems, system access problems, etc.
 - ii. IT Support includes the replacement of Covered Resource hardware and local-user software.
 1. Examples of this may include:
 - a. The emergence of an unfixable malfunction or corruption: a device or application is beyond the point of “fixability” via any realistic repair measure.
 - b. Performance has declined to the point of impractical use.
 - c. Approaching, or having just reached, the end of its manufacturer’s or developer’s support scope: this is usually due to hardware or software being so old that it’s beyond the Third Party’s “end of life” (EOL) date for the product.
 2. The replacement, installation, or implementation of a Covered Resource, such as hardware or software, must be roughly equivalent to the Covered Resource being replaced. If the replacement Covered Resource is significantly different from, significantly more feature-rich than, more complex than a modern equivalent of what’s being replaced, then the Service may fall under a separate Service category, such as IT Project.
- h. **IT Project.** The Provider offers IT Project Service that involves any technology project that expands upon, upgrades, or significantly changes the technology infrastructure of the Client.
 - i. IT Project Services often fit a specifically defined project that may or may not overlap or interact with the Client’s regular business operations or technology infrastructure. The Provider determines when a project reaches the scope that warrants the design, scheduling, and outlining of a project plan.
 - ii. IT Project Services may be a request initiated first by the Client, or by the Provider with consent of the Client.
 - iii. The Provider attempts, when possible, and often when projects require extended hours or coordination between Provider staff, to provide an outline scope of IT Project Services that can easily be categorized under one project, or multiple projects as needed, including a list of IT Project Services provided and projected budget and timeline.
 1. Budget and timeline projections, and technical recommendations, are based on information disclosed and collected from the Client, and are based on the Client’s feedback regarding priority, strategy, and organizational workflow.
 2. While the Provider makes every attempt to outline a project plan, the Client understands an IT Project may involve unforeseen items, complications, IT Support Requests, and other billable items not explicitly outlined in an IT Project plan, estimate, or proposal. As projects nearly always require coordination between Client and Provider staff, the Provider does not guarantee timelines or budgets for IT Project Service.
- i. **Routine Security & Stability Maintenance.** Services that fall under regular, scheduled hardware or software maintenance and updates in accordance with Provider best-practices, performed for the relevant existing Covered Resources according to and prompted by the Provider set maintenance schedule.
 - i. Routine Security & Stability Maintenance Services only apply to maintenance and updates performed as part of the Provider’s maintenance scheduled routines. This category does not include ad hoc Client requests or Client-initiated maintenance service, regardless of whether it relates to what may be considered standard maintenance or security updates.
 - ii. The Provider maintains an example list of Routine Security & Stability Maintenance Services which is available at <https://www.bravenorthtech.com/rssm>. This list is subject to change without notice.

- j. **IT Consulting.** Services that fall under IT Consulting often fit high-level technology planning, strategy development, or unique or specific technology system design, integration mapping, or system development.
 - i. IT Consulting Service may include custom recommendations regarding which or whether upgrades to Covered Resources would be fitting for the Client.
 - ii. IT Consulting Service may include the guidance on how to select which Covered Resource to purchase or migrate into or strategize regarding how best to manage the commissioning or decommissioning of users, equipment, software, hardware, or other Covered Resources.
 - iii. Staff training, group training, or individual training or counsel regarding Covered Resource utilization may fall under IT Consulting Service.
- k. **Project Consulting.** Services that fall under Project Consulting are typically high-level strategic counsel, consulting, or project management for impact system changes. The Services may involve consultation over multiple months as part of a strategic project plan.
 - i. Examples of this may include:
 - 1. The selection of a new electronic health resource system (EHR).
 - 2. Determination, vetting, and selection of a new database tool, system, or application development.
- l. **Miscellaneous Services.** Services that fall under Miscellaneous Services are not easily defined or do not readily fit into other Service categories. Services delivered that do not fit other Service categories may fall under this category as determined appropriate by the Provider. The Provider rarely uses this category.
- m. **Not Covered Resource Support.** Services that fall under Not Covered Resource Support are for service delivery on any hardware, software, tool, equipment, or other technology resource that is not covered by the Provider. The Provider maintains a complete list of Covered Resources and uses the Client "IT Database" to determine whether Services fall under Not Covered Resource Support.
- n. **Emergency IT Service.** Services that fall under Emergency IT Service are spontaneous, time-sensitive, or fall outside of the Provider's business hours as outlined in this SLA.
 - i. Emergency IT Service may apply during Provider business hours if the Client Service Request requires immediate or urgent resolution beyond the response time outlined in this SLA.
 - ii. Emergency IT Service applies for Service Requests made outside of Provider business hours or closure dates due to holidays or other events.

3. **Provider Business Hours & Closures.**

- a. Business hours are defined as Monday, Tuesday, Wednesday, Thursday and Friday, 8 a.m. – 5 p.m. CST.
 - i. During weekends (Saturday and Sunday) response time is eight hours from the start (8 a.m.) of the next business day (Monday-Friday).
 - ii. The Provider may be closed, service may be delayed, or business hours may be adjusted for the following holidays or events: Martin Luther King Jr.'s Day, President's Day, Good Friday through the Monday after Easter, Friday before Memorial Day through Memorial Day, July 3 through July 5, Friday before Labor Day through Labor Day, Veterans Day, Wednesday before Thanksgiving through the Monday after Thanksgiving, Christmas Eve Day through January 2nd. The Provider will respond to support requests within 24 hours of the next business day that the Provider is open.
 - iii. Events out of the Provider's control, such as extreme weather, power outages, acts of God, pandemic events or other localized health events, and other events that may impact Provider staff or staffing levels may result in a delay of service.

- iv. Requests made outside of business hours or requiring the Provider to provide Service outside of business hours or immediately during business hours, may fall under “Emergency IT Services” and may be billed as such.

4. Service Request Initiation.

- a. The Client shall contact the Provider to request Services via one of the following methods (in order of Provider preference).
 - i. Email: support@bravenorthtech.com
 - ii. Phone call or text: (612) 412-4606
 - iii. Onsite in-person request made directly to a Provider agent and as documented by a Provider agent
- b. The Client is responsible for including the following information in a Services Request. Failure to do so may result in a service delay or inability of the Provider to start or resolve a Service Request:
 - i. A thorough description of the technical problem.
 - ii. Specific identification of Covered Resource, including complete ID name, location of hardware or software, and any other identifying information.
 - iii. Detailed description of the symptoms observed and how long they’ve been observed, other possibly triggers to the problem.
 - iv. Troubleshooting that the user has already tried toward solving the problem.
 - v. A description of the impact of the problem (i.e., what level of productivity hindrance does this problem represent? How many people will be affected and in what way?)
 - vi. The relevant user’s name and contact information.
 - vii. Client security identification passcode.

5. Services Delivery.

- a. Upon receiving a Service Request, a Ticket will be created and assigned to a Provider agent within two business hours of initial contact from the Client as outlined under Service Request Initiation.
- b. A Resolution shall be presented within two business days of the creation of a Ticket, subject to Provider Business Hours & Closures.
- c. Resolutions may be delayed without notice to the Client in the following cases (not an exhaustive list):
 - iii. Support representative(s) cannot procure further needed information regarding the nature and symptoms of the problem, including delayed responses from the Client or a Client representative.
 - iv. The Provider’s resolution includes or otherwise depends upon the response time of a Third Party.
 - v. The Provider’s workload is unusually high.
 - vi. The particular problem features special complexity or complications.
- d. Resolution efforts may be abandoned in the following cases (not an exhaustive list):
 - vii. A problem cannot be reproduced using similar hardware or software configuration.
 - viii. The Client or Client representative cannot give enough information required to resolve the problem.
 - ix. The resolution requires custom improvements or unplanned updates.
 - x. A user carries out actions that break end user license agreements or technical requirements for installation and use of any Third Party products; exceeds the allowed number of software installations, etc.
 - xi. The Client has been shown to be in possession of or usage of unlicensed or illegal software.
 - xii. The question is beyond the Provider’s scope of Service.
 - xiii. The Client or a Client representative is nonresponsive or unable to effectively communicate the issue.

6. Client Obligations.

- a. The Client has access to the “IT Database” maintained by the Provider. The Client acknowledges the IT Database is the sole system used to list all proposed Covered Resources and the Client has comment privileges to the IT Database. The Client is responsible to fully review and recommend any changes, additions, or subtractions within the Client Onboarding period and any and all items not listed fall outside the Covered Resources and scope of this SLA, and outside the obligations and are unknown to the Provider.
- b. The Client understands and agrees to restrict and manage internal access to confidential information, including limiting and restricting access to the IT Database and access credentials. The Client establishes who has access to information and is responsible for communicating these restrictions with the Provider.
- c. The Client agrees to notify the Provider in advance of adding or removing any technology, whether hardware, software, or accessory, that interacts with the Client’s technology system, infrastructure, or Covered Resources falling under this SLA. The Client understands the Provider does not or may not support resources not disclosed to, or documented by, the Provider. The Client acknowledges the Provider is not responsible for issues that may result or may have resulted from a Not Covered Resource.
- d. While the Provider may ask and make assumptions of a Service Request’s priority, it is the sole responsibility of the Client to indicate the priority level of a Support Request.
- e. The Client is responsible for understanding agreements made with software, hardware, software-as-a-service (SAAS), and hosting providers, and any other second or Third Party providers. The Provider may offer counsel regarding how to interpret such agreements, but does not accept ownership for understanding, delivery, resolution, or fulfillment of second or Third Party agreements, including, but not limited to data backup services, data recovery services, and software up-time agreements.
- f. The Client understands that the Provider has the right to determine the expiration date of a Covered Resource due to the vendor or manufacturer’s guidance on firmware, system support, update guidance, and other conditions placed on Technology Resources that are outside the control of the Provider. The Client or the Provider may request an annual meeting to review and suggest changes to the IT Database.
- g. The Client understands the ongoing maintenance, including system security, is the Client’s sole responsibility to initiate in partnership with the Provider. While the Provider may consult what may be considered recommended, essential, standard, or required system updates, patches, and upgrades, the Client is responsible for requesting and pre-approving in writing that this work be performed. The Provider does not accept liability for incidents or actions that were a result of a system, software, or any Technology Resources that were not maintained or updated as recommended by the Technology Resource vendor.

7. Confidentiality.

In the course of performing Services, the parties recognize that the Provider may come in contact with or become familiar with Confidential Information. The Client is responsible for defining and documenting in writing a complete description or list of Confidential Information. The Provider agrees to keep all such Confidential Information confidential and not to discuss or divulge it to anyone other than appropriate internal Client personnel and authorized Provider staff who need to know such Confidential Information. The Client agrees and understands that confidentiality may be waived without notice to comply with certain State and Federal laws, such as laws regarding the discovery of suspected criminal acts such as, but not limited to, child pornography, and if discovered may be reported to appropriate law enforcement agencies.

The Provider acknowledges that all non-public information disclosed by the Client to Provider for the purposes of performing its obligations under this Agreement constitutes a valuable asset of, and is proprietary to the Client. The Provider also acknowledges that the Client has a responsibility to its employees to keep their records strictly

confidential. The Provider shall not disclose said information or knowingly permit its employees, officers, agents, or contractors to disclose said information to any person outside of its company or to any person within its company not having a specific “need to know” in performance of their work in connection with the Services provided to the Client hereunder. The Provider shall take reasonable steps to ensure fulfillment of this obligation, including instructing its employees and contractors not to sell, lease, assign, transfer, or reveal any information related to this Agreement without the Client’s prior consent.

In the event that a subpoena or other legal process in any way concerning information disclosed by the Client to the Provider is served upon the Provider, the Provider agrees to notify the Client immediately upon receipt of such subpoena or other legal process unless otherwise provided by law and to cooperate with the Client, at the Client’s expense, in any lawful effort by the Client’s contest the legal validity of such subpoena or other legal process; provided nothing herein shall be interpreted to mean that the Provider will not comply with any lawful requirement of any federal or state court or agency with respect to disclosure of confidential information of the Client. In addition, this provision will in now way limit the Provider’s ability to satisfy any governmentally required disclosure of its relationship with, or confidential information of the Client. The data or information held by, or maintained by, the Provider, will be made available for inspection by the Client’s supervisory authorities, or, if authorized by the Client in writing, other designated person(s). The Provider’s obligations under this Section are subject to and limited by the any provisions of Agreement termination allowing the Provider to dispose of materials and/or information of the Client upon termination of the Agreement.

8. **Changes to this SLA.**

The Provider may revise this SLA from time to time. The most current version of the SLA will govern the service delivery and work between the Provider and Client and will always be at <https://www.bravenorthtech.com/sla>. If the Provider makes a change to this SLA that, in the Provider’s sole discretion, is material, the Provider will notify the Client via an email to the Client’s primary business contact email address on file with the Provider. By continuing to access or use Services after those changes become effective, the Client agrees to be bound by the revised SLA.

9. **Notice.**

Any notice or communication permitted or required by this SLA to the Provider, beyond that of Services, shall be permitted through email directly to the Provider primary business contact, Joel Barker, joel@bravenorthtech.com or first-class mail to Brave North Technology LLC, Attn: Joel Barker, 5115 Excelsior Blvd Ste 413, Minneapolis, MN 55416.

10. **Warranties and Disclaimer.**

All Services will be performed in a professional manner in accordance with industry standards. If a Service has been improperly performed, the Client must notify the Provider in writing within thirty (30) days of the occurrence of the problem, and the Provider will reperform the Service at no charge, if requested. The foregoing provides the Client the sole remedy for Resolution for Services that do not comply with the foregoing promise.

Disclaimer. BRAVE NORTH TECHNOLOGY LLC EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW, AND FURTHER BRAVE NORTH TECHNOLOGY LLC EXPRESSLY EXCLUDES ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY.

11. **Ownership.**

The Client owns the Client data, and all Confidential Information and any user data, access information, including passwords, and other electronic data that the Client may provide to the Provider ("Your Data"). In order for the Provider to deliver Services, the Client grants to the Provider and its contractor's permission to use, reproduce, store, and modify Client Data for the sole and exclusive purposes of providing Services to or on behalf of the Client.

The Provider acknowledges that the Client owns the information contained within the IT Database. Upon formal, authorized, and verified request from the Client, the Provider will provide complete access to and export of all information contained within the IT Database.

12. **Limited Liability.**

The Provider shall not be liable to the Client or any Third Parties for the acts or omissions of the Provider pursuant to this SLA. The Provider does not guarantee results, included but not limited to, IT Support Service results, network "up time", file, network, or information security, HIPAA compliance, Client industry technology requirements, restoration of backed up data, protections from ransomware, viruses, or malicious software, or results regarding Third Party hardware, Third Party software, or online tools. The Client agrees, to the fullest extent permitted by law, to limit the liability of the Provider and the Provider's officers, directors, partners, employees, contractors, and consultants, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs, damages, including attorneys' fees and costs or claims, liability, expense, damage, penalty or expense of any kind which the Client may sustain, incur, pay or have asserted against it, by reason of the performance or nonperformance of any Services to be rendered hereunder, any negligence or willful act of the Provider, or the participation of the Provider.

With regard to Third Party products provided to the Client, or recommended by the Provider, the Provider specifically disclaims any and all warranties, expressed or implied, including but not limited to any implied warranties or with regard to any such products. The Provider shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential damages, and does not warrant the merchantability or fitness for a particular purpose, or is liable for damages incurred by Client related to such third party products. The Provider is not responsible for refund of any returned hardware or software to the manufacturer or retail outlet or store, physical or online, from which it was purchased.

13. **Policy and Documentation Management.**

The Client is solely responsible for the approval, or non-approval, implementation, management, dissemination, and training regarding Client policies. The Provider may support or provide as a Service the development, consulting, advising, or drafting of policy documents for general or specific use by the Client; however, the final determination, language, and effectiveness of policies is solely at the discretion of the Client. The information, templates, forms, tips, and tools provided by and through the Provider or representatives of the Provider are not legal advice. The Provider is not a law firm. The Provider's employees, contractors, and representatives are not attorneys. The employees and contractors (including attorneys, if any,) of the Provider are not acting as your attorneys, and none of them are a substitute for the advice of your own attorney or law firm licensed to practice law in your state. The employees or contractors of the Provider who wrote or modified any policy document, form, template, tip, or tool are NOT providing legal advice or legal counsel, and are not creating or entering into an Attorney-Client relationship. The Provider will take every reasonable effort to attempt to make sure information,

documents, and templates are accurate, up-to-date, and useful, the Client understands they should consult an attorney licensed to practice law in their state to receive professional assurance that any and all materials, documents, templates, and the Client's interpretation of it or them, and the information and input that the Provider or Client provides, is appropriate to the Client's particular situation. Provider created documents, templates, tools, and information are not guaranteed to be correct, complete or up-to-date.

14. **Advice Disclaimer and Reporting.**

The Provider's tools and templates where you provide information or make choices, even if based upon suggestions or tips provided by the Provider, and resulting in a document where that information or the outcome of your choices, does not and is not intended to represent the advice of the Provider, or the practice of law. The Provider is not permitted to engage in the practice of law. The Provider is prohibited from providing any kind of advice, explanation, opinion, or recommendation to a consumer about possible legal rights, remedies, defenses, options, selection or completion of forms or strategies.

The Provider may create, generate, or otherwise produce Service reports or documents that illustrate Service delivery. Reports illustrating confidence ratings or percentages are for illustrative purposes only and do not represent a guarantee.

INFORMATION IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF INTELLECTUAL PROPERTY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL BRAVE NORTH TECHNOLOGY, LLC, OR ITS AGENTS, SHAREHOLDERS, OFFICERS OR ATTORNEYS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, LOSS OF DATA OR ACCESS TO DATA) ARISING OUT OF THE USE OF OR INABILITY TO USE THE INFORMATION, EVEN IF BRAVE NORTH TECHNOLOGY LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Communications between you and the Provider are protected by the Provider's Privacy Policy (<https://www.bravenorthtech.com/privacypolicy>) but are NOT protected by the attorney-client privilege or work product doctrine since the Provider is not a law firm and is not providing legal advice. Please also note that your relationship with the Provider is subject to additional terms of service.

The Provider does not provide legal guidance, the Client must determine the response necessary based on the advice of their legal counsel and internal policies, contracts, regulations, and local, state, and federal laws.

15. **Data Breach or Loss of Your Data.**

The Client understands the Provider does not directly host the Client's data. The Provider will make every attempt to counsel and advise the Client regarding data maintenance, continuity, and security measures and recommendations. The Provider is not responsible for the actions or inactions of the data host selected by the Provider, or Client decisions that may result or may have resulted in the loss of data or loss of access to data or other Covered Resources or technology resources, such as database base systems.

16. **Release of Client Data.**

The Provider takes the privacy and security of the Client's Data seriously. The Client is responsible for establishing internal policies and procedures for limiting the disclosure of, or access to, all data, including sensitive, private, or confidential data. The Client is also responsible for sharing policies and procedures, including any updates or changes, with the Provider. The Provider has established internal policies and procedures for data disclosure that may support the protection of some data, however, it is the sole responsibility of the Client to adopt these policies and procedures, or to determine how they may fit within or contradict internal Client policies and procedures. The Client assumes all responsibility for updating and changing authorization as necessary.

17. **Software and Hardware.**

The Provider is not a vendor or reseller of software, hardware, or technology resources. Through the course of providing Services, the Provider may make recommendations or provide counsel or direct consultation Services regarding the selection of software, hardware, or other technology Covered Resources. The Provider is not responsible for the impact of the selected software, hardware, or other technology Covered Resource. The Client owns all software, hardware, and other technology Covered Resources and should review and understand all risks, warranties, disclosures, or other disclaimers provided by or available through the software, hardware, or retail vendor.

The Provider will select a Third Party software tool or tools for use with providing Services. The selected software tool(s) will be from a reputable source meeting industry standards and best practices as vetted and determined by the Provider. The Client agrees the Provider is permitted to select the software tool(s) and the Client permits the Provider to install this software on Client Covered Resources for the purpose of delivering Services. The Client understands the Provider is not liable or responsible for any negative impact as a result of the software, including downtime, security breaches, or negative impact on Provider Service delivery.

18. **Security and Cybersecurity.**

The Provider may consult and advise the Client regarding information and technology security and cybersecurity, including network security, workstation security, mobile device security, security policies, and other information and technology security topics and issues. The Client understands the Provider does not directly provide software tools or other tools that provide system security. The Provider is not responsible for the actions or inactions that result in a security breach. Upon request from the Client, the Provider may consult regarding security policies, best practices, and security software selection. The Provider is not responsible for the implementation of security policies, procedures, security software, and security hardware. The Provider is not responsible for the Client sustaining a security breach, including but not limited to ransomware, hacking, or otherwise unauthorized access or malicious activities in the Client's data or systems.

The Client understands some logistical information, contact information, technology access information, equipment inventory, and other information relevant to the Services performed by the Provider may be retained within the Provider's secure documentation system. The Provider agrees to maintain this information in a secure environment.