MINNESOTA IT SERVICES

Liability Release, Waiver, and Agreement for Application Security Assessment

In exchange for Minnesota IT Services ("MNIT") providing endpoint detection and response platform using CrowdStrike ("Scanning"), Governmental Unit represents that:

The Governmental Unit UNDERSTANDS THE NATURE OF THE SCANNING, and that MNIT will be deploying automated and/or manual endpoint detection tools to assist the Governmental Unit in detecting, hunting, and responding to cyber threats, risks, and vulnerabilities within the agency's/Governmental Unit's data environment. The Governmental Unit acknowledges that after MNIT's deployment of the tools, MNIT with assistance from the Governmental Unit Security Team will access the sites/resources provided by the Governmental Unit through automated and/or manual processes to review threats provided by the tool. During the assessment, MNIT along with the Governmental Unit Security Team may access protected content within the specific systems in scope for this assessment. The Governmental Unit understands that MNIT is only providing the security assessment and it is the responsibility of the Governmental Unit to carry out the investigation for and remediation of vulnerabilities identified within the Governmental Unit's data environment. Should The Governmental Unit request additional assistance, MNIT is also able to assist with the assessment of the scanning results and advising on the impact that the vulnerabilities may have on the system. Further, the Governmental Unit acknowledges that the use of MNIT's CrowdStrike tool involves a risk to the Governmental Unit's IT equipment and could also cause an impact to the Governmental Unit services, though the likelihood of being impacted is remote. Finally, the Governmental Unit is aware that certain Scanning services could potentially damage software, applications, and/or data installed on its IT equipment. This is to be expected and may require the re-installation of the Governmental Unit's operating system, applications, programs, and data. The likelihood of potential damage from using Scanning services is remote.

The Governmental Unit UNDERSTANDS THE POTENTIAL LOSS OF DATA due to the scanning process in the detection of malware infections; data may get damaged, deleted, or at worst a data incident may occur. MNIT must inform the Governmental Unit of this possibility in using MNIT's tool. The Governmental Unit understands that MNIT will not accept liability for any loss of data as a result of the Governmental Unit's use or misuse of MNIT's tool. The Governmental Unit is responsible for backing up its own data.

The Governmental Unit UNDERSTANDS MNIT'S PRIVACY OBLIGATION, and that MNIT will not browse through the Governmental Unit data while assisting in the deployment of the Scanning tools or assessment of the results. However, as part of its incident response investigation, MNIT may be engaging in analysis of the data stored within the Governmental Unit's data environment that would require MNIT to review, examine, study, or separate the data. The Governmental Unit acknowledges its responsibility to protect any personal or private information. Additionally, MNIT may be required to report illegal content such as images or videos to law enforcement agencies, if discovered.

The Governmental Unit FULLY ACCEPTS AND ASSUMES ALL SUCH RISKS AND ALL RESPONSIBILITY for losses, costs, and damages the Governmental Unit incurs as a result of the Governmental Unit's participation and use, and the Governmental Unit's potential misuse of MNIT's tool.

The Governmental Unit HEREBY RELEASES AND DISCHARGES MNIT, the deployer of the scanning tools and the entity performing the security assessment, from all liability, claims, demands, losses, or damages that the Governmental Unit suffers which are caused or alleged to be caused in whole or in part by the Governmental Unit's use of MNIT's tool and the requested security assessment.

MY SIGNATURE BELOW CONFIRMS I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS

Name of Governmental Unit Representative

Signature of Governmental Unit Representative

Date