

Appendix D

CLOUD VENDOR CHECKLIST

CLOUD VENDOR INFORMATION	YES	NO	COMMENTS IF NO OR NOT APPLICABLE
1.1 Has the attorney investigated the background of the vendor?			
1.2 Is the vendor financially stable?			
1.3 Is the attorney satisfied with the vendor's business model?			
1.4 Has the attorney confirmed that the vendor utilizes security audits?			
1.5 Has the attorney requested a copy of the security audits?			
OWNERSHIP OF DATA			
2.1 Has the attorney confirmed that the law firm is the sole owner of the data and that the vendor has no rights to the data?			
2.2 Has the attorney confirmed that the vendor has no rights to access documents that may jeopardize the attorney-client privilege?			
CONFIDENTIALITY OF DATA			
3.1 Has the attorney confirmed that the vendor will assume responsibility and legal liability for the confidentiality of data?			
3.2 Has the attorney confirmed the means by which the vendor will keep the data secure (firewall, encryption, etc.)?			
3.3 Has the attorney confirmed that the vendor agrees to comply with state and federal privacy and confidentiality laws and regulations concerning document storage, including but not limited to HIPAA and the HITECH Act?			
FORMAT OF DATA			
4.1 Has the attorney confirmed that the firm will have access to raw data in the original file format (for authenticity purposes for litigators, etc.)?			
LOCATION OF DATA STORAGE			
5.1 Has the attorney confirmed the location where the data will actually be stored?			
5.2 Has the attorney reviewed the choice of law provision in the SLA?			

continued on next page

CLOUD VENDOR CHECKLIST (continued)

SYSTEM USAGE, LOGGING AND ACCESS	YES	NO	COMMENTS IF NO OR NOT APPLICABLE
6.1 Can the law firm define and control different levels of access to certain files for different employees/clients (Important for firms that have different security and access for lawyers and support staff)?			
EXIT STRATEGY: RETURN OF DATA/WIPE UPON TERMINATION			
7.1 Has the attorney confirmed that the vendor will return data to the firm in a usable format (For example, if the law firm stored Microsoft Word documents with the vendor, is the data returned in that format or another format that is unusable to the law firm)?			
7.2 Has the attorney confirmed that the vendor will ensure that once data is returned that it is permanently deleted from the vendor's servers?			
CONFIRM VENDOR'S FULL ACCEPTANCE OF LIABILITY FOR BREACH			
8.1 Has the attorney confirmed that there are no limitations on liability for the vendor?			
WHAT HAPPENS IF THE VENDOR GOES OUT OF BUSINESS?			
9.1 Has the attorney confirmed with vendor what happens to the data if the vendor goes out of business?			
WHO ARE SOME REPRESENTATIVE CLIENTS OF VENDOR?			
10.1 Has the attorney inquired as to the vendor's relationships with other corporations in data-sensitive industries and, ideally, other law firms?			



For more information, please call us at 866-262-0540 or email us at lawyersrisk@cna.com.

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