**WAIVER OF LIABILITY AND INDEMNIFICATION**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (print name), the duly authorized individual executing this Waiver and Indemnification on behalf of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Business, hereinafter “Company”) hereby acknowledge that

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Reseller”)

has advised the Company that the Windows XP Operating System, developed by Microsoft, is no longer being supported by Microsoft. This lack of developer support means that “patches” and “updates” will no longer be provided by Microsoft and may render Company’s Point-Of-Sale System vulnerable to security breaches and a lack of compliance with the Payment Card Industry Payment Application Data Security Standards (“PCU PA-DSS”) requirements.

Company acknowledges that Reseller makes no warranties, expressed or implied, of merchantability, fitness for a particular purpose, performance, condition, capacity, or otherwise in regard to Company’s POS System. Reseller shall not liable for incidental or consequential damages, monetary loss, loss of sales, loss of business, fines or penalties resulting in whole or in part from continued use of the Windows XP Operating System

By my signature and authorization of this document, **Company understands that it holds Reseller harmless from and indemnifies Reseller from any liability including attorneys fees and costs** if, for any reason, Company’s Point-Of-Sale system is compromised, or found to be “non-compliant” by any member of the Payment Card Industry Council, Bank, Processor or any legal agency, governmental body or court; resulting in any fines, fees, levies, penalties or requests for reimbursement of any kind as a result of the Company’s failure to meet “Full Compliancy” of the established standards as of this date including upgrading from Windows XP.

Signed this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(Signature and title of authorized representative of the company.)