



LOG-IN CREDENTIALS DISCLAIMER

Customer acknowledges and agrees as follows:

- Customer has been advised that for security purposes, MICROS will no longer retain log-in credentials, including but not limited to access codes and passwords, and other related information provided by Customer for remote access by MICROS to Customer's network. MICROS recommends that any log-in credentials be provided only on an as-needed basis and disabled immediately upon the conclusion of the necessary access.
- Customer has been advised that its request for MICROS to retain log-in credentials provided by Customer for access to Customer's network is against MICROS' recommendation.
- Customer has been advised that allowing MICROS to retain the log-in credentials for access to Customer's network could result in legal claims against Customer, including significant fines and penalties.
- MICROS disclaims any and all warranties, express or implied, including, but not limited to, those concerning merchantability and fitness for a particular purpose or use, and Customer assumes the entire risk as to MICROS' retention of any log-in credentials provided by Customer for remote access to Customer's network.
- MICROS disclaims any and all direct, consequential, incidental, indirect or special damages, including lost profits, business interruption, fines, penalties, or other incidental, punitive, or economic damages, arising from MICROS' retention of any log-in credentials provided by Customer for remote access to Customer's network.
- Customer agrees that it will indemnify, defend and hold harmless MICROS, its officers, directors, employees, affiliates and agents from any and all losses, claims, damages, expenses, other liabilities and causes of action of every nature whatsoever, including attorneys' fees, which arise, directly or indirectly, in connection with MICROS' retention of any log-in credentials provided by Customer for remote access to Customer's network.

Signature

Company ("Customer")

Name

Date

Title