

## Release of Liability Agreement

This agreement made this \_\_\_\_ day of \_\_\_\_\_, 2019 (effective date), between:

Triton Systems of Delaware, LLC (Triton)

AND

Triton Authorized Partner \_\_\_\_\_ (Partner).

WHEREAS Triton is the service provider facilitating the terminal password reset executed by Partner in good standing with credit terms for Triton manufactured automated teller machines owned by Partner or for which Partner has legal authority to operate and alter.

WHEREAS it is Partner's intention to carry out terminal password resets for multiple Triton manufactured ATMs, and WHEREAS Partner understands and appreciates the security risk assumed by making use of the tools, data and support provided by Triton and that Triton has no control over Partner's application or use of said tools, data and support and WHEREAS Partner relies solely on his own judgment and secure handling of the tools, data and support and Partner is solely responsible for their use, **Now, Therefore**, in consideration of the covenants and conditions stated, Partner agrees to hold Triton harmless and indemnify Triton as follows:

1. Partner agrees to hold Triton harmless from, and Partner hereby assumes the entire responsibility and liability for any and all damage or losses of any kind or nature, resulting from misuse or mishandling of tools, data or support by Partner's employees, or agents, and as to all property, including Partner's own property, caused by, resulting from, arising out of, or occurring in connection with the use by Partner.
2. If any person shall make a claim for any damage, resulting from the use of tools, data and services supplied to Partner by Triton, whether based upon Triton's alleged active or passive negligence, or based upon principles of product liability, based upon any alleged breach of any statutory/contractual or common law duty or obligation Triton may have, Partner shall indemnify and save harmless Triton, its agents and employees, from and against any and all loss expense, or damage that Triton may sustain as a result of any such claim.
3. Partner will not copy or duplicate any printed Triton material without express written consent from Triton. Partner will not copy, duplicate or attempt to reverse engineer any tools or devices supplied by Triton that are protected intellectual property.

Agreement can only be executed by an authorized corporate officer

Customer number: \_\_\_\_\_

Administrators first and last name: \_\_\_\_\_

Administrators email address used to log into Triton Partner's site:  
\_\_\_\_\_

Additional authorized e-mail addresses/login and names:

_____	_____	_____
Last name	First name	e-mail address/login
_____	_____	_____
Last name	First name	e-mail address/login
_____	_____	_____
Last name	First name	e-mail address/login
_____	_____	_____
Last name	First name	e-mail address/login

**\*Email address to receive reset codes must match login and must be unique to the individual – NO generic group e-mail addresses can be used.**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

\_\_\_\_\_  
(Partner)

Triton Systems of Delaware, LLC

By: \_\_\_\_\_  
signature

By: \_\_\_\_\_

Name: \_\_\_\_\_  
printed name

Name: Brian Goff

Title: \_\_\_\_\_  
authorized corporate officer

Title: EVP, Chief Administrative Officer

Agreement can only be executed by an authorized corporate officer