[TO BE PLACED ON RESELLER’S LETTERHEAD]

[Date]

[Client]

[Client Address]

Dear [Client]:

This shall confirm that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Client**”) has chosen to decline the offer by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Reseller**”) to provide Client with security awareness training (“**SAT**”), and which SAT is in addition to and supplements the software and hardware supplied to Client by Reseller. By declining such SAT, Client understands and agrees Client may increase its vulnerability to various types of cyberattacks associated with user error (all such cyberattacks being individually and collectively referred to in this letter as “**Cyberattacks**”) including, but not necessarily limited to, the following types of Cyberattacks:

(i) Malware introduction – malicious software introduced through an email link or website visit, includes ransomware and spyware, as well as other harmful software which disrupts/prevents system operations;

(ii) Phishing and Spear Phishing – fraudulent communications, usually via email, intended to obtain user id/password, credit card information, etc.; and

(iii) Man-in-the middle attack – also known as eavesdropping, whereby communications over public wi-fi are intercepted, and all messages between parties then flow through the attacker.

Under these circumstances, Client hereby irrevocably releases, waives, acquits and forever discharges Reseller, its owners, members, principals, employees, agents, affiliates and their respective successors and assigns (each individually a “**Released Party**” and collectively, the “**Released Parties**,” all of which and whom to the extent not a signatory party hereto are deemed third party beneficiaries hereof with full power to enforce the terms of this letter agreement as a Released Party herein) from any and all claims, actions, charges, complaints, and grievances of any nature whatsoever arising from, related to, or otherwise in connection with any Cyberattacks associated with user error.

IN NO EVENT SHALL RESELLER BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF ANY CYBERATTACKS; OR (II) SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER ARISING OUT OF ANY CYBERATTACKS ASSOCIATED WITH USER ERROR (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA), EVEN IF RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

Client shall indemnify, defend, and hold Reseller harmless from and against any costs, losses liabilities and expenses (including reasonable attorney’s fees) arising out of any third party claims related to any Cyberattacks associated with user error.

Sincerely,

[Name of Reseller]

UNDERSTOOD AND AGREED:

[Name of Client]

By:

Name:

Title:

Date: