

IMPORTANT NOTICE TO BUSINESSES WHO WISH TO PURCHASE DIEBOLD ATM SERVICE PARTS

Dear Customer:

Diebold makes available certain Diebold ATM service parts to professional service organizations within the United States who have entered into a Diebold ATM Parts Supply Agreement with Diebold. Diebold reserves the right to evaluate and decline to do business with any entity who may request that Diebold enter into such an agreement. **Diebold does not sell Diebold-ATM service parts to individual consumers for personal use.**

If you are a commercial enterprise that professionally services Diebold ATM banking equipment and you wish to enter into a Diebold ATM Parts Supply Agreement with Diebold, please review, complete, sign and mail two originals of the attached Diebold ATM Parts Supply Agreement and the completed Contract Application Information Form to:

Diebold, Incorporated
ATTN: Manager – Diebold Direct
3792 Boettler Oaks Drive, Suite A
Uniontown, Ohio 44685

Diebold will consider your request to enter into a business relationship in which you may purchase repair parts from Diebold under the terms specified in the Diebold ATM Parts Supply Agreement.

If Diebold agrees to enter into a business relationship with your company, Diebold will sign and return a fully signed original of the Diebold ATM Parts Supply Agreement. Diebold will also provide your company with a password that will enable you to access the features and functions of the DieboldParts.com site that allows placing orders for Diebold ATM parts. Use of the site is subject to the terms posted thereon.

Some important information about the purchase of Diebold ATM service parts is stated below. However, the terms of the signed Diebold ATM Parts Supply Agreement are definitive and control over any other information or terms that may be presented on this site or elsewhere.

Very truly yours,

DIEBOLD, INCORPORATED

All sales of parts are at Diebold's then current list price. Parts pricing is subject to change without advance notification.

Sales and use taxes will be added to each order.

Diebold reserves the right to discontinue or modify parts that are available for sale at any time without notice.

Returns are at Diebold's discretion. If returns are accepted a 25% restocking fee will normally be required.

All parts orders should have a minimum value of at least \$100 (not including freight and taxes). Diebold reserves the right to impose a handling charge on smaller orders.

Parts orders will ship subject to availability. Expedited service can often be obtained for an additional charge.

All orders are subject to credit approval by Diebold. Diebold reserves the right to require prepayment for any orders based on Diebold's credit evaluation factors.

All items are delivered F.O.B. Diebold's facility. Upon request, shipping will be arranged by Diebold and a freight handling charge added. However, any loss of the items by the carrier will be the purchaser's responsibility. In the event of lost or damaged freight, Diebold may assist the purchaser in submitting claims with the carrier.

Diebold software is not available except to end user customers who have signed appropriate license agreements. Requests to license Diebold software should be submitted to your local Diebold sales representative.

ATM PARTS SUPPLY AGREEMENT
(For Third Parties Servicing Diebold ATMs)

Effective as of the ____ day of _____, 20__, (the “Effective Date”), DIEBOLD, INCORPORATED, an Ohio corporation having its principal place of business at 5995 Mayfair Road, North Canton, Ohio 44720 (hereinafter “Diebold”) and _____, having its principal place of business at _____ (hereinafter “Servicer”) agree as follows:

Part 1 Definitions.

The following terms shall have the meanings specified when used in this Agreement.

- a) “Agreement” shall mean this Diebold ATM Parts Supply Agreement.
- b) “Equipment” shall mean Diebold brand ATMs owned by a third party or Servicer, and which are maintained by Servicer.
- c) “Parts” shall mean those parts as Diebold makes available to Servicer to service the Equipment and which parts are purchased directly from Diebold by Servicer during the term hereof.
- d) “Patent Rights” shall mean service method claims only which cover servicing the Equipment, and which are found in any of the following US patents or in any US patents subsequently issued to Diebold or a controlled subsidiary thereof.
6,010,065 5,788,348 5,850,075 6,484,380 6,766,943
6,082,616 6,328,206 6,768,975 6,793,133 6,918,483
6,945,456 7,000,830 7,004,384 7,017,819 7,032,245
7,063,254 7,063,316 7,103,958 7,104,442 7,111,776
7,152,784 7,168,613 7,175,077 7,182,329 7,195,152
7,195,237 7,204,411 7,213,747 7,229,008 7,246,743
7,261,237 7,299,977 7,309,005 7,367,493 7,370,792
7,377,424 7,416,111 7,469,823

The Patent Rights do not include any claims directed to an apparatus, to a machine or to an article.

- e) “Secure Equipment” shall mean all automated teller machines, alarms, cameras, or any other physical or electronic security equipment designed, manufactured or distributed by or for Diebold or its subsidiary companies, in which the Parts supplied to Servicer might be used.
- f) “Customer” shall mean the owner and operator of the Equipment that Servicer services, maintains or uses any of the Parts to repair, maintain or service.
- g) “Software” shall mean the computer programs, if any, delivered by Diebold to Servicer either resident in or with the Parts, whether in the form of software, firmware or other format.
- h) “Works” shall have the meaning specified in Part 12 hereof.

Part 2 Availability of Parts.

- a) During the term hereof, Diebold shall use commercially reasonable efforts to make available to Servicer normal and reasonable quantities of Parts to service the Equipment. Servicer represents and warrants that it has full authority to use the Parts on the Equipment being serviced. Diebold shall not be obligated to maintain an inventory of Parts for Servicer. Servicer may maintain reasonable quantities of most Parts for its own use in servicing Equipment for Customers. While Diebold will use good faith efforts to fill orders with a shorter lead time, each order by Servicer for normal and reasonable quantities of Parts shall be submitted to Diebold at least one hundred twenty (120) days in advance of the requested date of shipment and Diebold shall use reasonable efforts to ship ordered Parts on or before the requested date. Due to the

extremely sensitive nature of certain Parts, Diebold may require that certain Parts removed from Equipment be returned to Diebold at Servicer’s expense or exchanged on a “one for one” basis. In the event Diebold experiences a shortage of Parts, Diebold will have the right to determine the allocation of parts among all of its users as it deems appropriate in its sole discretion.

- b) Servicer shall present all orders for Parts to Diebold on paper, by fax or through a Diebold Direct electronic order site, each of which form of order will be considered to be in writing for purposes of this Agreement. Servicer will include with each order such information as may be requested by Diebold. Servicer may use its written forms to place orders for Parts; however, no terms or conditions printed, stamped, or written upon such forms, other than Parts identification and quantity, shall apply to Servicer’s purchase of Parts. All Parts shall be deemed supplied under the provisions hereof. Nothing herein shall obligate Diebold to continue to supply Parts to Servicer for any type or model of Equipment for any period of time.
- c) Diebold reserves the right to reject, suspend or terminate, in whole or in part, any order for Parts, if Diebold determines such order is in excess of the normal and reasonable quantities required to maintain, service and repair the Equipment, or if Diebold otherwise has a reasonable basis to suspect that the Parts if supplied will be used for maintaining, servicing, or repairing any equipment other than the Equipment permitted hereunder, or if Servicer is not in full compliance with any of the provisions of this Agreement, or if Diebold has reason to believe that Servicer is violating any of Diebold’s intellectual property rights. In such case, Diebold will advise the Servicer of its decision and afford the Servicer an opportunity to show Servicer is not acquiring Parts for unauthorized purposes or violating Diebold’s rights.
- d) Anything herein to the contrary notwithstanding, Diebold shall not be required to preserve tooling not currently being used in production or to maintain an inventory of raw material, components or completed Parts for Servicer. Orders, prices and order lead times for Parts for Equipment not actively marketed by Diebold at the time Diebold receives the order shall be subject to quotation and acceptance by Diebold. Such order lead times and prices may differ significantly from normal lead times and prices.

Part 3 Payment for Parts, Delivery, Taxes.

- a) Parts for Equipment actively marketed by Diebold at the time Diebold receives the order shall be sold during the term of this Agreement at the list prices in effect at such time. Diebold reserves the right to change its list prices for Parts at any time prior to acceptance of the corresponding order. Diebold reserves the right to impose license fees or other charges for use of Diebold’s intellectual property rights, in addition to the price for the Parts.
- b) Servicer shall pay Diebold for all Parts ordered within thirty (30) days of being invoiced therefor by Diebold. Diebold

reserves the right at any time to require Servicer to pay for Parts in advance of delivery or to provide Parts only on C.O.D. terms. Sums not timely paid shall bear interest at eighteen percent (18%) per annum or at the maximum rate allowed by law, whichever is less, plus all costs of collection, including attorneys' fees.

- c) The Parts and any associated Software shall be delivered to Servicer F.O.B. Diebold's designated facility. The fees payable to Diebold for Parts do not include federal, state or local taxes, duties or other charges which may be levied on the Parts. Servicer agrees to pay any applicable taxes, duties and other charges, or to reimburse Diebold therefor on receipt of invoice, excluding only those taxes that are based upon the income of Diebold.

Part 4 Term.

- a) Unless terminated earlier due to default by a party hereto, this Agreement shall be effective for one (1) year from the date this Agreement is accepted by Diebold. Thereafter, this Agreement will continue until terminated by either party upon thirty (30) days written notice. Diebold may modify any of the terms hereof by giving Servicer at least thirty (30) days written notice; provided however that if Diebold does so, Servicer may during such notice period terminate this Agreement if it wishes to not accept such revised terms. Provided Servicer is in compliance with its obligations, Diebold shall provide and Servicer shall pay for Parts ordered prior to termination.
- b) In the event either party is in default of any provision of this Agreement, the non-defaulting party may give the defaulting party written notice of default. If the default is not cured within fifteen (15) days after the defaulting party has received such written notice, the non-defaulting party may terminate this Agreement and seek any other remedy to which it may be entitled in accordance with the terms of this Agreement.

Part 5 Encrypting PIN Pads.

- a) Notwithstanding any other provision of this Agreement, Parts which comprise Encrypting PIN Pads ("EPPs") are provided AS-IS AND WITHOUT WARRANTY; and Servicer covenants that Diebold shall have no liability of any type or nature whatsoever as a result of Servicer's or any Customer's receipt, possession, installation, operation, use, tracking, distribution or disposal or other disposition of any EPPs.
- b) Diebold shall be under no obligation to provide, or to continue to provide EPPs to Servicer, unless Servicer maintains and follows documented practices for the handling, installation, tracking and disposal of EPPs which comply with ISO 13491-1, PCI-DSS and any other applicable public or private standard. Servicer shall provide documentation and information regarding its practices regarding EPPs. Servicer agrees to adhere to the practices related to EPPs that are disclosed to Diebold.
- c) For the term hereof and for 10 years thereafter, Servicer will in all cases notify Diebold in writing of all installations and removals of EPPs made by Servicer to any Diebold brand ATMs within five (5) business days of such installation and/or removal, and will provide such information as Diebold may reasonably request, including without limitation information related to:
- i) EPP Serial No.
 - ii) ATM type, serial no., Diebold software installed including rev. level
 - iii) ATM owner and contact address

iv) date and location of installation or removal

v) date and disposition of removed EPP

Servicer acknowledges and agrees that EPPs contain Software and Diebold proprietary information, that their operation is covered by U.S. Patent Nos. 7,418,592; 7,415,609; 7,366,903; 7,159,114; 7,110,986; 6,854,645; 6,705,517; and 6,672,505 and that any use of an EPP other than as expressly authorized by Diebold may constitute infringement of such patents and violations of other intellectual property rights.

Part 6 No Training; Respect for Intellectual Property; Service Problem Responsibility.

- a) Servicer acknowledges that this Agreement does not obligate Diebold to provide any training or manuals whatsoever. Servicer represents and warrants that it is not now violating, and will not in the future violate, Diebold's intellectual property rights, whether embodied or reflected in Diebold software, service manuals or other items. Servicer agrees that it has not installed and does not possess or have control over, any unlicensed copies of Diebold software, including but not limited to Diebold Agilis, TCS+ or TCS software. Servicer further agrees that it will use its best efforts to not service any Diebold brand ATM, either for itself or for any third party, unless Servicer has used reasonable efforts to assure that such ATM has properly licensed copies of Diebold software, including but not limited to Diebold Agilis, TCS+ or TCS software, installed thereon.
- b) Diebold, its subsidiaries, officers, directors, employees, suppliers and agents shall not be liable for any damage arising from the Servicer's or any Customer's use of the Software, Patent Rights and/or Parts. Servicer agrees to release, hold harmless, defend and indemnify Diebold, its subsidiaries, officers, directors, employees, suppliers and agents from all claims for loss, injury or damage caused by failure of any Equipment or Secure Equipment that Servicer services (whether or not such service is authorized hereunder), except to the extent that Diebold has liability pursuant to the express provisions hereof.

Part 7 Patent License; License of Software.

- a) Servicer is granted a limited, non-exclusive, non-transferable license under the Patent Rights during the term of this Agreement to perform service methods on the Equipment only to the extent necessary to install Parts which Servicer has purchased from Diebold on the Equipment. No other license or rights are granted to Servicer under the Patent Rights to perform any other activities, and Servicer covenants and agrees that Servicer shall not claim, have or possess any rights to the Patent Rights other than as expressly granted by this Agreement or other express written license with Diebold. No rights under any other Diebold patents are granted by this Agreement.
- b) The Software delivered by Diebold to Servicer in or with the Parts, if any, regardless of whether in software, firmware or other format, is not sold hereunder. Diebold grants to the Customer on whose Equipment the Part is installed, a personal, non-exclusive temporary license to operate the Software in conjunction with the Parts in which it is delivered, with no right to sublicense, for the sole and exclusive purpose of enabling the Parts and Equipment to operate. Servicer is granted only a temporary non-exclusive license to install the respective Part with the Software therein in the Equipment for a Customer. Servicer agrees not to copy, reverse engineer,

transfer, or reverse compile any Software, and agrees not to attempt to circumvent any measures which limit access to or operation of any Software. Servicer's and Customer's licenses to the Software are each discontinued when Servicer and Customer are respectively no longer a rightful possessor or owner of the specific Part or Equipment into which the Software has been authorized to be incorporated pursuant to this Agreement. In the event that Servicer fails to comply with any provision of this Agreement or any provision of any other agreement with Diebold or its affiliated companies, or violates any copyright, trade secret, patent, or trademark or intellectual property right of Diebold or its affiliated companies, Diebold may, at its option, terminate the Servicer's license to any Software described herein, as well as this Agreement.

- c) No license is granted to Servicer to possess or use any Diebold ATM operating software, with the sole exceptions being that (i) to the extent necessary to install and test the operation of the Parts installed on the Equipment by Servicer, Servicer is authorized to operate readily accessible features of copies of Diebold ATM operating software such as Agilis, TCS+ and TCS, that have been licensed pursuant to the Customer's Master Program Product License and Version Upgrade Agreement or other written license agreement with Diebold, and (ii) Servicer is authorized to install on a Customer's Opteva ATMs which already have a licensed copy of Diebold Agilis software operating thereon, copies of the Diebold OSD+ software upgrade that have been licensed from Diebold by such Customer. Servicer is granted no rights to install or use Diebold TCS, TCS+, Agilis, or other Diebold software except as is expressly authorized in this Agreement or as may be subsequently expressly authorized by Diebold in writing. Servicer acknowledges and agrees that any unauthorized installation, possession, use, reproduction, backup, restoration, display or operation of Diebold software is unauthorized and strictly prohibited. Diebold will have no obligation to provide Servicer with access to any ATM or software features not expressly licensed by this Agreement. No Parts, Software, Works or Patent Rights may be used by Servicer to service any Equipment which includes a copy of any Diebold Agilis, TCS+ or TCS software unless such software copy was properly licensed to the ATM operator by Diebold pursuant to a signed license agreement. Diebold will promptly respond to inquiries by Servicer concerning whether its records reflect that the software operating on a particular Customer ATM has been properly licensed.

Part 8 Security of Parts and Software.

- a) Servicer agrees that Software and Parts provided by Diebold hereunder are highly sensitive and that strict control must be maintained over them by Servicer for the protection of Servicer's Customers and other users of Secure Equipment. Servicer agrees that the Software and Parts will be made available only to its employees on a restricted, need-to-know only basis. Certain Parts may have legal, regulatory or contractual requirements to track the use of the same; and Servicer agrees to fully cooperate with Diebold in Diebold's efforts to so track such Parts.
- b) Servicer hereby agrees to release, hold harmless, defend and indemnify Diebold, its subsidiaries, officers, directors, employees, suppliers and agents from any and all claims that may result from the disclosure, sale, use and/or failure to protect the security of the Software and Parts furnished to Servicer, regardless of who may be the claimant, including but

not limited to other customers of Diebold using Secure Equipment, who incur losses either directly or indirectly due to the breach of this Agreement by Servicer or its employees.

Part 9 Export, Compliance with Law.

Servicer agrees that Software and Parts delivered to Servicer are subject to US export laws and regulations, and shall not be transferred, transshipped or exported to any other person, entity or country whatsoever in violation of U.S. export laws or regulations. Servicer agrees to be solely responsible for compliance with any and all laws, regulations, treaties and other requirements applicable to the Software and Parts.

Part 10 Limited Warranty.

- a) Subject to the exceptions in Part 5 of this Agreement, Diebold warrants that each Part obtained by Servicer hereunder shall at the time of delivery be free from defects in material and workmanship that result in such Part not conforming to Diebold's written specifications. Provided that Diebold is notified by Servicer in writing of any claimed defect promptly upon discovery and in no event later than seven (7) days from receipt of the Part, Diebold shall at its option either repair or replace (at Diebold's designated facility) such defective Part. All Parts claimed by Servicer to be defective and covered by this warranty shall be returned, and all warranty notices required hereunder shall be returned, and all warranty notices required hereunder shall be sent, postage and insurance prepaid, to such address as Diebold may designate at the time the Servicer obtains a Returned Goods Authorization ("RGA") from Diebold. No Parts shall be returned without an RGA.
- b) Notwithstanding the foregoing, consumable items (including but not limited to printer cartridges, paper, film, audit tapes, light fixtures, customer account cards, and envelopes) and Parts that fail due to abuse, misuse, electrical storms, power failure or fluctuations, failure to follow user maintenance and operating instructions, or malfunction of interconnected equipment not supplied by Diebold, are specifically excluded from coverage under any warranty. If inspection by Diebold of any such returned Part does not disclose any defect covered by the limited warranty set forth in this Part 10, such Part shall be repaired or replaced at Diebold's then current charges and prices.
- c) OTHER THAN AS EXPRESSLY PROVIDED ABOVE, DIEBOLD AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER CONCERNING THE SOFTWARE, PATENT RIGHTS AND/OR PARTS, AND DIEBOLD SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SERVICER UNDERSTANDS THAT PARTS FURNISHED HEREUNDER MAY BE NEW, USED, REPAIRED, REWORKED OR REFURBISHED.

Part 11 Limitation of Liability.

- a) DIEBOLD AND ITS SUBSIDIARIES AND SUPPLIERS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, EVEN IF DIEBOLD, ITS SUBSIDIARIES OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, RESULTING FROM OR IN ANY WAY CONNECTED

WITH USE OF THE PATENT RIGHTS, SOFTWARE, AND/OR PARTS; NOR FOR DAMAGES OR LOSSES, RESULTING FROM BURGLARY, THEFT, FRAUD, ROBBERY, MALFUNCTION, INTRUSION, OR FIRE, HOWEVER CHARACTERIZED. SERVICER'S REMEDY IN ANY ACTION CONCERNING, RELATED TO OR ARISING OUT OF SERVICER'S USE OF ANY PATENT RIGHTS, SOFTWARE, AND/OR PARTS, THE ACTS OR OMISSIONS OF DIEBOLD IN PROVIDING SUPPORT OR OTHER SERVICES CONCERNING, RELATED TO OR ARISING OUT OF THE SOFTWARE AND/OR PARTS, OR FOR ANY ALLEGED BREACH OF THIS AGREEMENT, SHALL BE LIMITED EXCLUSIVELY TO MONETARY DAMAGES IN AN AMOUNT NOT TO EXCEED THE PRICE PAID BY SERVICER TO DIEBOLD FOR THE PART ALLEGED TO GIVE RISE TO THE CLAIM.

- b) Except as otherwise specifically provided in Part 13, Diebold shall have no obligation to defend, indemnify or reimburse Servicer for any damages, losses or amounts that Servicer may be required to pay as a result of any claim, lawsuit, action, judgment or liability, concerning, related to or arising out of Servicer's installation or use of the Patent Rights, Software, and/or Parts, and/or the acts or omissions of any persons providing support or other services concerning, related to or arising out of the Software and/or Parts.

Part 12 Copyrights: Trade Secrets

- a) Except as expressly licensed by this Agreement, Diebold or its applicable supplier retains all title and interest in the Software and any other copyrightable materials (individually and collectively "Works") distributed or created by Diebold and regardless of the length of time this Agreement remains in effect and regardless of the manner in which the Software or Works were acquired by Servicer.
- b) The Software and Works are protected under the Copyright Law as unpublished works and are also maintained as trade secrets. Servicer acknowledges that Diebold (or third party licensors from whom Diebold may have acquired rights to the Software or Works) claims ownership of the copyright in the Software and/or the Works, and has the following exclusive rights with regard to the Software and Works: to reproduce the Software and Works in any and all forms; to adapt, transform, or rearrange the Software and Works; to prepare other products derivative of the Software or Works; and to control the distribution of the Software and Works. Servicer agrees and shall have its employees agree not to act in contravention of any of Diebold's or its supplier's rights nor to assist or aid others in doing so. Servicer agrees and shall have its employees agree to preserve all copyright and other notices in the Software and Works. Servicer's right to possess, use or operate Software and to possess or use any Works shall cease upon expiration or termination of this Agreement, and all tangible forms thereof shall be returned to Diebold.
- c) Servicer shall treat as secret and confidential all trade secrets of Diebold, its subsidiaries and suppliers. For purposes of this Agreement, the term "trade secrets" shall include the terms of this Agreement, the Software, the Works, Diebold operating software, Equipment, specifications, drawings concerning the Parts, and all other material which is not generally known to the public at the time of Servicer's receipt thereof and which comes into the possession or knowledge of Servicer in connection with this Agreement or in connection with Servicer's use of the Software, Works and/or Parts. Servicer

agrees to hold Diebold's trade secrets in strictest confidence, not to make use of such trade secrets other than in compliance with the terms and conditions of this Agreement, to provide such trade secrets only to Servicer's employees requiring such trade secrets for servicing Equipment, and not to release or disclose such trade secrets to any other person without the advance express written consent of an officer of Diebold. Notwithstanding the foregoing, Servicer shall not be liable for disclosure of information which Servicer can and does clearly establish by dated documentation:

- (i) was generally known publicly at the time it was first disclosed to or received by Servicer; or
- (ii) was independently developed by employees of Servicer without access to the trade secrets of Diebold, its subsidiaries or suppliers; or
- (iii) was rightfully received by Servicer from a third party under neither a direct nor indirect obligation of secrecy to Diebold, its subsidiaries or suppliers.

Part 13 Intellectual Property Rights Indemnity.

- a) Diebold shall defend or settle, at its own expense, any claims brought against Servicer by a third party to the extent such claims allege that the sale by Diebold of any Parts hereunder or the installation thereof in the designated Equipment by Servicer, infringes (i) any United States patent, or (ii) any copyright, or (iii) any trademark or (iv) any trade secret rights. Diebold shall pay all damages and costs finally awarded against Servicer in any such suit or proceeding to the extent the same result from such infringement. Servicer shall provide Diebold with prompt written notice of each such claim, and Diebold shall have Servicer's full and complete authority, information, cooperation and assistance with respect to the defense and settlement of the same. Diebold shall have complete control over the defense against such claims (including, but not limited to, the selection of defense counsel), and Diebold shall not be bound in any manner by a compromise or settlement of any such claim to which it has not expressly agreed in writing.
- b) If in any such suit or proceeding Servicer's continued right to possess or to install of any of the Parts is enjoined, or if by reason of any actual or potential claim of infringement Diebold deems it advisable to do so, Diebold, at its sole expense, will either (i) procure for Servicer the right to continue to use, possess or to install such Parts; (ii) modify or replace any Parts to make them noninfringing, provided that as so modified or replaced they are generally functionally equivalent to the original Parts delivered hereunder; or (iii) require Servicer to return such Parts to Diebold, and refund all payments made by Servicer to Diebold therefor, less a reasonable monthly charge equal to one-sixtieth (1/60) of the amount Servicer paid for each Part for each month, or part thereof, since the date of delivery to Servicer to the date of return to Diebold.
- c) Notwithstanding anything to the contrary in this Agreement, Diebold shall not be obligated to defend or settle any claim or legal proceeding, and shall not otherwise be liable in connection with any actual or alleged patent infringement, to the extent such alleged infringement is based upon or arises from (i) use of any Parts by Servicer or any Servicer's Customer in combination with equipment, parts, software, systems or data not supplied to such Customer by Diebold, or (ii) use of any material by Servicer or any Servicer's Customer in a manner not recommended by Diebold or for which such material was not designed, or (iii) any modification of any

Parts by anyone other than Diebold's personnel, or (iv) use of any Part to carry out a method that is not fully executed through operation of the Part itself.

- d) This Part 13 is an exclusive statement of Diebold's liability and states Servicer's sole and exclusive remedy, with respect to claims alleging infringement or any other violation of a third party's intellectual property rights, or any damages or losses Servicer sustains as a result of any such claims.

Part 14 Assignment & Transfer, Notice.

- a) No assignment, transfer, or delegation of any right or duty under this Agreement may be made by Servicer without the express prior written consent of Diebold, which may be withheld in Diebold's sole discretion. Any unauthorized assignment shall be null and void.
- b) Notwithstanding the foregoing, Servicer is authorized to install Parts with Software resident therein into an item of Equipment for an authorized Customer. However, Servicer acknowledges that before such Equipment is sold by a Customer, all Software (other than Software that is only resident in unchangeable firmware which may be transferred by the Customer with a bona fide sale of the item of Equipment) and all Diebold provided operating software such as Agilis, TCS+ and TCS, is required to be erased from electronic and/or magnetic memory in the Equipment. Servicer shall report to Diebold any instances it is aware of or has reason to believe, that Equipment or other Diebold brand ATMs or parts thereof, have been transferred without the Software or Diebold provided operating software, having first been erased.
- c) Any notification which is required to be given to Diebold pursuant to the provisions of this Agreement shall not be effective unless delivered by Certified Mail, Return Receipt Requested, to Vice President, North American Sales and Service, Diebold, Incorporated, P.O. Box 8230, Canton, Ohio 44711-8230, or to such other officer of Diebold or address as Diebold may hereafter designate by written notice.

Part 15 Remedies.

- a) In the event that Servicer fails to comply with any provision of this Agreement, or any provision of any other agreement with Diebold, or violates any copyright, trade secret, patent, trademark or other intellectual property right of Diebold, Diebold may, at its option, terminate this Agreement, obtain appropriate equitable relief, and, in addition, recover damages, court costs and attorney fees.
- b) In the event that Servicer has failed to comply with any provision of this Agreement or has violated any copyright, trade secret, patent, trademark or other intellectual property right of Diebold, or Diebold reasonably believes such a failure or violation has occurred, Diebold may, at its option, in addition to and without prejudice to Diebold's right to seek the remedies set forth above, suspend Servicer's right to receive Parts.
- c) Servicer acknowledges that immediate and irreparable injury, loss and damage will result to Diebold in the event of a breach of this Agreement by Servicer. Servicer hereby consents to the issuance of a temporary restraining order and a preliminary injunction in the event of a breach or threatened breach hereof without the necessity of posting bond or other security.
- d) Should Diebold be required to bring suit to enforce its rights hereunder or otherwise retain or employ investigators or attorneys in conjunction with a breach of this Agreement by Servicer, Servicer shall be liable for any attorneys' fees, and

costs and expenses of pursuing such claim or suit that may be incurred by Diebold and shall pay the same to Diebold on request.

Part 16 Governing Law, Survival.

This Agreement shall not be binding on Diebold until accepted by Diebold as evidenced by the handwritten signature of Diebold's duly authorized representative. Servicer shall be bound to the provisions hereof by either of its signature hereon or the acceptance and retention for more than ten (10) days of any Parts received by Servicer from Diebold, commencing on the date this Agreement is first presented to Servicer. This Agreement shall be deemed to have been made and accepted in Summit County, Ohio. This Agreement shall be interpreted, and all rights and liabilities of the parties hereto shall be determined and governed as to validity, interpretation, enforcement and effect, in accordance with the laws of the U.S. and the State of Ohio without regard to its provisions regarding conflicts of laws. The parties agree that any action related to, or arising out of or in connection with this Agreement, shall be commenced only in Summit County, Ohio. Diebold and Servicer consent to the exercise of personal jurisdiction by such courts and waive any objection as to venue. Notwithstanding the above, the parties agree that Diebold may bring a suit in any court having jurisdiction for the purpose of obtaining a temporary restraining order or preliminary or permanent injunction. The provisions of Parts 1, 3 through 12 inclusive, and 14 through 18 inclusive, shall survive and continue to have effect after any expiration or termination of this Agreement.

Part 17 Force Majeure.

Should any circumstance beyond the control of Diebold (hereinafter "Events of Force Majeure") occur that delay or render impossible performance of an obligation of Diebold to Servicer under the provisions of this Agreement, such obligation will be postponed for such time as necessary or canceled if performance has been rendered impossible thereby. Events of Force Majeure shall include without limitation, accidents, acts of God, strikes or other labor disputes, unavailability of materials or resources, obsolescence of components, acts, laws, rules or regulations of any government or government agency or other events beyond the control of Diebold.

Part 18 Entire Agreement/Modifications.

This Agreement states the entire agreement between the parties concerning the provision of Parts and the licensing of Software and Patent Rights and supersedes all prior proposals, communications, or agreements, whether oral or written, with regard to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of both Diebold and Servicer. Diebold field personnel are not authorized to modify this document. Any written waiver, alteration, or modification made in accordance with the provisions hereof shall be of no effect unless this Agreement is expressly incorporated in such writing by reference.

Part 19 Electronic Signature

This Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and the parties agree that application of a cursive or facsimile signature and transmittal of an electronic copy of this Agreement shall be sufficient to bind

each party to the terms of this Agreement, and that an electronic reproduction of this Agreement shall be given the same legal effect as a written document signed by a party. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

SERVICER AND DIEBOLD HAVING AGREED TO ABIDE BY AND PERFORM ACCORDING TO THE PROVISIONS SET FORTH HEREINABOVE SIGNIFY THAT THEY ARE LEGALLY BOUND BY THIS AGREEMENT THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES SET FORTH BELOW.

Accepted for Servicer Named Above

Accepted for Diebold

(Authorized Signature)

(Authorized Signature)

(Title and Printed Name)

(Title and Printed Name)

(Date)

(Date)



Contract Application Information Form

IMPORTANT NOTICE: Only commercial enterprises that professionally service Diebold ATM equipment will be considered. Individual consumers shall not apply.

Please complete the following and return two signed originals of this form and two signed originals of the Diebold ATM Parts Supply Agreement.

Business Name _____

Contact Name _____ Title _____

President/Owner Name _____

Purchasing Contact Name _____

Business Organization Type (corporation, partnership, sole proprietor, etc.):

Primary Business Activity _____

Number of Years in Business _____ Number of Employees _____

Address _____

City _____ State _____ Zip _____

Contact E-mail Address _____

E-mail Address for Placing Orders _____

Phone _____ Fax _____

Web site _____

DUNS Number _____

Acknowledgement. The entity submitting this request agrees that if a password to access the DieboldParts.com site is issued, any use of the password will constitute a binding legal agreement to the Terms of Password Use delivered with the password as well as any additional terms posted on the DieboldParts.com site.

I certify on behalf of the above-identified business entity that the information provided herein is accurate and that the undersigned authorized representative has read and understood the Diebold ATM Parts Supply Agreement and the Acknowledgement above.

Signature _____ Date _____

Name and Title (printed or typed) _____

Diebold will review your information and consider your request to enter into a business relationship in which you may purchase repair parts from Diebold under the terms specified in the Diebold ATM Parts Supply Agreement. Please keep in mind that it may take a few weeks for us to respond to your request.

Thank you very much!