

IMPORTANT NOTICE TO BUSINESSES WHO WISH TO PURCHASE NON-ATM SERVICE PARTS

Dear Customer:

Diebold makes available Non-ATM service parts to professional service organizations within the United States who have entered into a Non-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 Non-ATM service parts to individual consumers for personal use.**

If you are a commercial enterprise that professionally services Non-ATM banking equipment and you wish to enter into a Non-ATM Parts Supply Agreement with Diebold, please review, complete, sign and mail two originals of the attached Non-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 Non-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 Non-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. Use of the site is subject to the terms posted thereon.

Some important information about the purchase of Diebold Non-ATM service parts is stated below. However, the terms of the Non-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.

NON-ATM PARTS SUPPLY AGREEMENT

This Non-ATM Parts Agreement (the “Agreement”) is 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 Availability of Parts.

a) During the term hereof, Diebold shall use commercially reasonable efforts to provide parts (“Parts”) requested by Servicer to service Diebold-brand non-ATM equipment owned by Servicer or a Customer of Servicer (“Equipment”). Diebold may modify or discontinue Parts at any time. Parts have a 120-day lead time; however, Diebold shall use reasonable efforts to ship Parts on or before the date requested by Servicer. Parts for Equipment actively marketed shall be sold at then-current list prices, but Diebold may change its list prices at any time prior to accepting an order.

b) Orders for Parts shall be submitted to Diebold by fax or at www.DieboldDirect.com, each of which will be deemed to be in writing for purposes of this Agreement. Orders will include all information that Diebold requests. Servicer may use its own forms to order Parts; however, any terms on such forms will not apply to the provision of Parts hereunder. The supply of Parts hereunder is governed exclusively by this Agreement.

c) Diebold reserves the right to reject or suspend or terminate, in whole or in part, any order, if Diebold reasonably suspects that: (1) any order is in excess of reasonable quantities required to service the Equipment, (2) the Parts will be used for maintaining, servicing, or repairing equipment other than the Equipment, (3) Servicer is not in compliance with the terms of this Agreement, or (4) Servicer is violating Diebold’s intellectual property rights or another agreement with Diebold. Diebold will advise Servicer of its decision and permit Servicer to show that the above circumstances do not apply.

d) If circumstances beyond Diebold’s control, including without limitation, accidents, acts of God, strikes or other labor disputes, unavailability of materials or resources, laws, rules or regulations of any government agency, occur that delay or make Diebold’s performance of its obligations hereunder impossible, such obligations will be postponed for such time as necessary or canceled if performance is impossible.

Part 2 Payment for Parts, Delivery, Taxes.

Diebold may require Servicer to pay for Parts in advance of delivery or on C.O.D. terms. Otherwise, Servicer shall pay Diebold within thirty (30) days of Diebold’s invoice. Late payment is subject to interest of the lesser of eighteen percent (18%) per annum or the maximum rate allowed by law, plus all costs of collection, including attorney fees. The list fees for Parts do not include federal, state or local taxes, duties or other charges levied on the Parts. Servicer shall pay all applicable taxes, duties and other charges, or reimburse Diebold therefor on receipt of invoice, except for taxes based upon Diebold’s income. The Parts shall be delivered to Servicer F.O.B. Diebold’s facility.

Part 3 Term.

a) Unless terminated earlier due to default, this Agreement shall be effective for one (1) year from the date Diebold accepts this Agreement. This Agreement will continue until either party terminates it upon thirty (30) days written notice. Diebold may

modify the terms hereof by giving Servicer thirty (30) days written notice; Servicer may terminate this Agreement if it does not accept such terms. If Servicer is not in breach, both parties shall honor orders placed prior to termination.

b) If either party is in default 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 receipt of notice, the non-defaulting party may terminate this Agreement and seek other remedies to which it is entitled.

Part 4 Servicer’s Representations.

a) Servicer acknowledges that this Agreement does not obligate Diebold to provide any training or manuals whatsoever.

b) Servicer represents and warrants that it is not now violating, and will not violate, Diebold’s intellectual property rights. Servicer represents and warrants that it has full authority to use the Parts on the Equipment being serviced.

c) SERVICER AGREES TO RELEASE, HOLD HARMLESS, DEFEND AND INDEMNIFY DIEBOLD, ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, SUPPLIERS, AND AGENTS FROM ALL CLAIMS FOR LOSS, INJURY OR DAMAGE CAUSED BY FAILURE OF ANY EQUIPMENT IN WHICH THE PARTS ARE USED. SERVICER ALSO AGREES TO RELEASE, HOLD HARMLESS, DEFEND AND INDEMNIFY DIEBOLD, ITS SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS AND AGENTS FROM ANY AND ALL CLAIMS RESULTING FROM SELLER’S OR ITS CUSTOMER’S DISCLOSURE, SALE, USE AND/OR FAILURE TO PROTECT THE SECURITY OF PARTS, REGARDLESS OF WHO THE CLAIMANT MAY BE.

Part 5 Limited Warranty.

a) Diebold warrants that, at the time of delivery, each Part shall be free from defects in material and workmanship that cause such Part to not conform to Diebold’s written specifications. If Servicer notifies Diebold in writing of a claimed defect within at least seven (7) days of receipt of the Part, Diebold shall at its option either repair the defective Part (at Diebold’s facility) or replace it. Supplier shall obtain from Diebold a Returned Goods Authorization (“RGA”); no Parts may be returned without an RGA. Supplier shall return such Parts covered by this warranty, and required warranty notices postage and insurance prepaid, to the address designated with the RGA.

b) Notwithstanding the foregoing, the following are excluded from any warranty: 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 instructions, or malfunction of non-Diebold provided equipment. If Diebold does not find a defect covered by the warranty in a returned Part, Diebold will repair or replace such Part at Diebold’s then current rates.

c) EXCEPT AS EXPRESSLY PROVIDED ABOVE, DIEBOLD AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS

OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER CONCERNING THE PARTS AND DIEBOLD SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. PARTS MAY BE NEW, USED, REPAIRED, REWORKED OR REFURBISHED.

Part 6 Limitation of Liability.

a) DIEBOLD, ITS SUBSIDIARIES AND SUPPLIERS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF FORESEEABLE AND 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 PARTS; NOR FOR DAMAGES OR LOSSES, RESULTING FROM MALFUNCTION, BURGLARY, THEFT, FRAUD, ROBBERY, INTRUSION, OR FIRE, HOWEVER CHARACTERIZED. SERVICER'S REMEDY IN ANY ACTION CONCERNING, RELATED TO OR ARISING OUT OF SERVICER'S USE OF ANY PARTS, THE ACTS OR OMISSIONS OF DIEBOLD IN PROVIDING SUPPORT OR OTHER SERVICES CONCERNING, RELATED TO OR ARISING OUT OF THE PARTS, OR FOR ANY ALLEGED BREACH OF THIS AGREEMENT, IS LIMITED TO THE AMOUNT PAID BY SERVICER TO DIEBOLD FOR THE PART ALLEGED TO GIVE RISE TO THE CLAIM.

b) Diebold shall have no obligation to defend, indemnify or reimburse Servicer or its Customers for any damages, losses or amounts that Servicer or its Customers may be required to pay resulting from any claim, lawsuit, action, judgment or liability, concerning, related to or arising out of use of the Parts, and/or the acts or omissions of any person's providing services concerning, related to or arising out of the Parts.

Part 7 Confidentiality: Trade Secrets

Servicer shall treat as secret and confidential all trade secrets of Diebold, its subsidiaries and suppliers, Diebold software, Equipment, specifications, drawings concerning the Parts, and all other material not generally known to the public at the time of Servicer's receipt thereof in connection with this Agreement or Servicer's use of the Parts. Servicer shall provide trade secrets only to Servicer's employees requiring such trade secrets to service Equipment, except with the advance express written consent of an officer of Diebold. Notwithstanding the foregoing, Servicer shall not be liable for disclosure of information which Servicer establishes by dated documentation, (i) was generally known publicly at the time it was first received by Servicer; or (ii) was independently developed by Servicer without access to the trade secrets of Diebold, its subsidiaries or suppliers; or (iii) was rightfully received by Servicer from a third party not under any obligation of secrecy to Diebold, its subsidiaries or suppliers.

Part 8 Assignment & Transfer, Notice.

a) Servicer may not make any assignment, transfer, or delegation of any right or duty under this Agreement without the express prior written consent of Diebold. Any unauthorized assignment shall be null and void. Notwithstanding the foregoing, Servicer may install Parts with software resident therein into an item of Equipment for an authorized Customer.

b) Any notification to Diebold required by this Agreement shall be effective only when 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 as Diebold designates by written notice.

Part 9 Remedies.

a) If Servicer violates the terms hereof or any other agreement with Diebold, or violates Diebold intellectual property rights, Diebold may terminate this Agreement, obtain equitable relief, and recover damages, costs and attorney fees. Servicer acknowledges that a breach of this Agreement by Servicer will result in immediate and irreparable injury, loss and harm to Diebold. If a breach hereof is threatened or occurs, Servicer consents to a temporary restraining order and a preliminary injunction without bond or other security.

b) If Diebold is required to bring suit to enforce its rights hereunder or to retain investigators or attorneys due to Servicer's breach of this Agreement, Servicer shall be liable for any attorney fees, costs and expenses incurred by Diebold therefor and shall repay Diebold upon request.

Part 10 Governing Law, Survival.

This Agreement is binding on Diebold when signed by a duly authorized representative of Diebold. This Agreement is binding on Servicer when signed or by Servicer's retention of any Parts for more than ten (10) days, at any time after this Agreement is given to Servicer. This Agreement is deemed to have been made and accepted in Akron, Summit County, Ohio. This Agreement shall be interpreted and governed by the laws of the U.S. (including without limitation export laws and regulations) and the State of Ohio without regard to its conflicts of laws provisions.

The parties agree that any action related to, or arising out of or in connection with this Agreement, shall be commenced only in Akron, Ohio, USA. The parties 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 to obtain a temporary restraining order or preliminary, interim, interlocutory or permanent injunctions. Parts 2 through 11 shall survive expiration or termination of this Agreement.

Parts are subject to U.S. export laws and regulations; Servicer shall not transfer or export Parts to any prohibited person, entity or country, or violate any export laws, regulations, and treaties.

Part 11 Entire Agreement/Modifications.

This Agreement states the entire agreement between the parties concerning the provision of Parts as herein defined and supersedes all prior proposals, communications, or agreements, oral or written, regarding the subject matter hereof. No waiver or modification of this Agreement shall be binding except in writing signed by duly authorized representatives of both parties. Diebold field personnel are not authorized to modify this document. No written waiver, alteration, or modification shall have effect unless it expressly incorporates this Agreement by reference.

Part 12 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 banking 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 Non-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 used, 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 Non-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 Non-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!