

DIEBOLD DOCUMENT DIRECTSM SYSTEM ACCESS AGREEMENT

Part 1. Grant of License to Access System

Diebold, Incorporated including its agents, employees, affiliates, subsidiaries and authorized representatives (hereinafter collectively and individually "Diebold") hereby grants to the Supplier identified below (hereinafter "Supplier") the right to access and use the System and Software (each as defined in Part 2 hereof) in accordance with the terms and conditions of this Agreement. By signing this Agreement or by accessing the System, Supplier agrees to all of the terms and conditions in this Agreement, as well as any additional terms which may be posted on the System by Diebold from time to time.

Part 2. System

For purposes of this Agreement "System" means Diebold's Document DirectSM information system, any information or data pertaining to Diebold's parts, components, equipment and facilities in such system and any passwords or other information or devices which are provided to Supplier by Diebold to allow Supplier to gain access to such system or information therein.

Part 3. Authorization to Access the System

A. While this Agreement has effect, Supplier may access the System to view and input permitted information. The information which is permitted to be viewed and input by Supplier shall be limited exclusively to information concerning Diebold's parts, components, equipment, and facilities which Supplier is authorized by Diebold to manufacture, service or support. All rights in the System, the use thereof and information contained therein, are reserved exclusively to Diebold.

B. Supplier shall access the System for Diebold's sole and exclusive benefit. Supplier shall not attempt to access or input any information to the System, other than information which Supplier is expressly authorized to view and input in accordance with Part 3A above. Supplier will not transfer any information, data or other content from the System to any third party. Only Supplier's regular employees who are acting on behalf of Supplier are authorized to access or use the System.

C. Any use of the System that is not expressly authorized in this Agreement shall constitute an unauthorized use. Supplier shall not allow any unauthorized use of or access to the System, and any such unauthorized use or access which comes to Supplier's attention either during or subsequent to this Agreement shall be immediately brought to Diebold's attention. Supplier shall take all reasonable measures to limit use of the System to authorized use, including but not limited to, strictly controlling access to passwords, digital certificates and other information or devices which may be used to access the System, and Supplier assumes liability for all consequences that may result from any unauthorized use thereof. Supplier agrees to indemnify Diebold including its suppliers and other customers, from any and all claims, liability, damages, losses, costs or expenses, including but not limited to reasonable attorney's fees, arising out of or relating to Supplier's access to or use of the System.

D. Supplier acknowledges and agrees that the System and all data and information therein, constitutes trade secret information that is the exclusive property of Diebold and its other suppliers, and Supplier shall not access or disclose, transfer to any third party, or make any use of any such trade secret information which

is the property of Diebold or its other suppliers, without the express prior written consent of Diebold.

Part 4. Term of Agreement

A. This Agreement will commence on the date that this Agreement is accepted by Diebold, and unless terminated earlier in accordance with the provisions of this Part 4, will continue in force for a period of one (1) year thereafter. Unless terminated earlier this Agreement will thereafter renew for consecutive renewal terms of one (1) year each.

B. If either party commits a material default of this Agreement, the nondefaulting party shall give the defaulting party written notice of such default. If such default is not cured within thirty (30) days of the defaulting party's receipt of such written notice, the nondefaulting party may thereafter terminate further performance of this Agreement subject to any provisions that survive termination, and obtain legal recourse in accordance with the terms of this Agreement.

C. Notwithstanding the foregoing, Diebold may terminate this Agreement at any time upon the discontinuance of the provision by Supplier of goods or services to Diebold, or at any time as Diebold considers reasonably necessary to preserve the security of the System or the information therein.

D. Upon expiration or termination of this Agreement Supplier shall discontinue all access or use of the System, and shall deliver to Diebold all tangible media bearing any portion of the System. Supplier will certify to Diebold in writing that all electronic forms of the System and data derived therefrom, have been deleted from computers which are owned by or subject to the control of Supplier.

E. The provisions of Parts 3(C), 3(D), 4(D), 4(E), 5, 6, 7, 8 and 10 shall survive any expiration or termination of this Agreement.

Part 5. Disclaimer/Liability

THE SYSTEM, THE SOFTWARE AND ANY AND ALL CONTENT, INFORMATION, DATA AND OTHER ASPECTS THEREOF, ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. DIEBOLD DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES REGARDING THE SYSTEM, AS WELL AS INFORMATION OR RESULTS THAT MAY BE OBTAINED THEREFROM, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NEITHER DIEBOLD NOR ANY OTHER SUPPLIER THERETO SHALL BE LIABLE FOR ANY LOSS OF DATA, INTERRUPTION OF BUSINESS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OF ANY TYPE OR NATURE WHATSOEVER, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RELATING TO ANY USE OF THE SYSTEM, OR ANY INFORMATION, DATA, CONTENT OR RESULTS OBTAINED THEREFROM.

As a material consideration for Diebold entering into this Agreement, Supplier agrees that notwithstanding the foregoing limitations, if Diebold has any liability whatsoever, such liability shall not exceed a cumulative total of \$1,000. Such liability shall

be exclusive and shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance by Diebold, of any obligations or duties arising under this Agreement, or from the System, whether arising in contract, tort, strict liability or other form of action. The level of charges by Diebold and Supplier reflects this allocation of risk.

Part 6. Resolution of Disputes

The parties agree that any disputes which are alleged to arise from the System, or any alleged breach of this Agreement, including allegations related to inducement to enter into this Agreement, shall be finally resolved through an arbitration proceeding conducted in accordance with Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award of the Arbitrator may be entered in any court having jurisdiction thereof. The parties agree that any arbitration shall be conducted by a single arbitrator having expertise in the field of computer software in North Canton, Ohio or such other location as may be mutually agreed by Diebold, Supplier and the arbitrator. If any term or provision of this Agreement is held to be invalid or unenforceable, all other provisions shall remain in effect and such invalid or unenforceable provision shall be reformed to achieve to the extent legally permissible the intent of the parties as expressed in this Agreement. The authority of the arbitrator shall be limited to the award of monetary damages. Notwithstanding the foregoing arbitration provision, either party may have resort to a court of competent jurisdiction for purposes of obtaining a provisional remedy only including without limitation, an injunction. A party's resort to a court proceeding for purposes of obtaining a provisional remedy shall not waive the party's obligation to resolve all other disputes through arbitration in accordance with this Part 6.

Part 7. Assignment

Neither party shall have any authority to assign any of its obligations or delegate any of its duties or responsibilities which such party has pursuant to this Agreement. Any prohibited assignment or delegation shall be null and void for all purposes.

Supplier and Diebold having agreed to abide by and perform in accordance with the terms and conditions of this Agreement, signify their intention to be bound thereby through the signatures of their duly authorized representatives set forth below.

ACCEPTED BY DIEBOLD

By _____

Signature/Date _____

Name/Title _____

Any attempted assignment by Supplier shall result in immediate termination of all rights of Supplier pursuant to this Agreement. In the event of a sale or other transfer of all of Supplier's business to a third party, Diebold shall not unreasonably withhold its consent to an assignment of Supplier's rights and obligations under this Agreement to such third party, provided that such assignment is not to a competitor of Diebold.

Part 8. Applicability of Export and Other Laws and Regulations

Supplier acknowledges and agrees that the provisions of this Agreement, as well as the System, are subject to the laws of the United States including export laws and regulations. Supplier further acknowledges and agrees that unauthorized use and disclosure of the System is prohibited by Chapter 12 of Title 17 of the United States Code as well as Sections 1831, 1832, 2314, 2318 and 2319 of Title 18 of the United States Code, as well as other laws and regulations. Supplier agrees to abide by all laws and regulations which are applicable to the use of the Software and the System.

Part 9. Supplier Contact

Prior to being provided with the information or items necessary for Supplier to access the System, Supplier will notify Diebold regarding the individual who will serve as Supplier's duly authorized representative for purposes of receiving such items and information, and any notices related to this Agreement. Supplier may change the designated Supplier contact by delivering written notice by certified mail to Vice President, Purchasing, Diebold, Incorporated, P.O. Box 3077, North Canton, Ohio 44720-1597.

Part 10. Entire Agreement

This Agreement including the provisions incorporated herein, constitute the entire agreement between Diebold and Supplier concerning the subject matter hereof. Any modification to or amendment of the terms or provisions in this Agreement shall not be effective unless reduced to a writing that is signed by the duly authorized representatives of both Supplier and Diebold.

AGREED TO BY Supplier

Supplier's Name _____

By _____

Signature/Date _____

Name/Title _____