

DIEBOLD® 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 participant identified below (hereinafter "Participant") the right to access and use the System (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, Participant 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 information systems, any information or data in such systems and any passwords or other information or devices which are provided to Participant by Diebold to allow Participant to gain access to such system or information therein.

Part 3. Authorization to Access the System

A. While this Agreement has effect, Participant may access the System to view and input permitted information. The information which is permitted to be viewed and input by Participant shall be limited exclusively to information that is directly pertinent to Participant activities authorized by Diebold. Diebold may modify Participant's authorization at any time with or without notice to Participant. All other rights in the System, the use thereof and information contained therein, are reserved exclusively to Diebold.

B. Participant shall not attempt to access or input any information to the System, other than information which Participant is expressly authorized to view and input in accordance with Part 3A above. Participant will not transfer any information, data or other content from the System to any third party. Only Participant's regular employees who are acting on behalf of Participant 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. Participant shall not allow any unauthorized use of or access to the System, and any such unauthorized use or access which comes to Participant's attention either during or subsequent to this Agreement shall be immediately brought to Diebold's attention. Participant 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 Participant assumes liability for all consequences that may result from any unauthorized use thereof. Participant agrees to indemnify Diebold including its suppliers and other participants, 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 Participant's access to or use of the System.

D. Participant acknowledges and agrees that the System and all data and information therein, except for Participant's information which Participant is expressly authorized to view and input in accordance with Part 3A hereof, constitutes trade secret information that is the exclusive property of Diebold and its other participants, and Participant shall not access or disclose, or make any use of any such trade secret information which is the property of Diebold or its other participants.

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 services from Diebold related to the information which Participant is authorized to view or input through use of the System, 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 Participant shall discontinue all access or use of the System, and shall deliver to Diebold all tangible media bearing any portion of the System. Participant will certify to Diebold in writing that all electronic forms of the System have been deleted from computers which are owned by or subject to the control of Participant.

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 AND ANY AND ALL CONTENT, INFORMATION, DATA AND OTHER ASPECTS THEREOF, ARE PROVIDED WITHOUT WARRANTY OF ANY KIND. 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 SUPPLIER THERETO SHALL BE LIABLE FOR ANY BURGLARY, ROBBERY, LOSS OF FUNDS, LOSS OF PROPERTY, 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, Participant agrees that notwithstanding the foregoing limitations, if Diebold has any liability whatsoever, such liability shall not exceed a cumulative total of \$10,000. 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 to Participant 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 Cleveland, Ohio or such other location as may be mutually agreed by Diebold, Participant 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.

Any attempted assignment by Participant shall result in immediate termination of all rights of Participant pursuant to this Agreement. In the event of a sale or other transfer of all of Participant's business to a third party, Diebold shall not unreasonably withhold its consent to an assignment of Participant'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

Participant 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. Participant 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. Participant agrees to abide by all laws and regulations which are applicable to the use of the System.

Participant 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 _____

Part 9. Participant Contact

Prior to being provided with the information or items necessary for Participant to access the System, Participant will notify Diebold regarding the individual who will serve as Participant's duly authorized representative for purposes of receiving such items and information, and any notices related to this Agreement. Participant may submit a request for change of the designated Participant Contact via the Diebold service operations agent in their local area.

Participant Contact is responsible for submission of all requests for individual user account access authorization, existing individual user account information changes, and for requests to terminate individual user accounts when they are no longer required or when an individual with a user access account is no longer in the employ of the Participant. In the event that an individual with a user access account is no longer in the employ of the Participant, the account termination notice must be submitted to Diebold immediately. Participant is responsible for all access and usage of accounts by its individual users until Diebold receives a termination request.

All requests for individual user account access authorization, user account information changes, and user account terminations must be submitted in writing to the Diebold service operations agent in the Participant's local area. Diebold may require that each individual user sign an agreement or other document referring to and binding the individual user to comply with this Agreement. The System may, at logon or other times, require the individual user to indicate his or her agreement with the provisions hereof or other terms as a condition to obtaining access to the System or data, and such indication shall constitute a legally binding commitment of the user and Participant.

Part 10. Entire Agreement

This Agreement including the provisions incorporated herein, constitutes the entire agreement between Diebold and Participant 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 Participant and Diebold.

AGREED TO BY PARTICIPANT

Participant's Name _____

By _____

Signature/Date _____

Name/Title _____