

DIEBOLD NIXDORF DOCUMENTATION LICENSE AGREEMENT

This Documentation License Agreement ("Agreement") is made and entered into as of the date of your electronic acceptance thereof, by and between Diebold Nixdorf, Incorporated, having an address at 350 Orchard Ave NE, North Canton, Ohio 44720 USA and its controlled affiliates ("Diebold Nixdorf") and the financial or other institution represented by the user, and all entities controlled thereby or under common control therewith ("Licensee" or "You").

1. LICENSE

a. The Licensee is granted a non-exclusive, non-transferable license without the right of sublicense, to possess, copy, and internally review the Diebold Nixdorf documentation ("Documentation") for the sole purpose of operating equipment purchased directly or indirectly from Diebold Nixdorf (the "Purpose").

2. RESTRICTIONS

a. The Documentation is licensed to Licensee solely and exclusively to carry out the Purpose, and for no other activities. Licensee further agrees to maintain the Documentation as the copyrighted, confidential and/or trade secret information of Diebold Nixdorf, as set forth on the notice and disclaimer on the Documentation. Licensee shall not reproduce, copy, perform, distribute or disclose to any third party, or prepare derivative works of the Documentation except as expressly authorized in this Agreement.

b. The rights and licenses granted to Licensee under this Agreement are not transferable or assignable in whole or in part without the express prior written consent of Diebold Nixdorf, which may be withheld in its sole discretion; and any unauthorized assignment or transfer shall be null and void for all purposes. No other or implied licenses are granted under or to the Documentation, or to any of Diebold Nixdorf's rights subsisting therein, and Licensee's license rights are limited solely to Licensee's activities related to the Purpose and do not extend to any other entity or activity.

3. NO WARRANTY

a. THE DOCUMENTATION AND THE RIGHTS GRANTED TO THE INFORMATION CONTAINED IN THE DOCUMENTATION, AS WELL AS ANY TANGIBLE MEDIA, GOODS, OR SERVICES THAT DIEBOLD NIXDORF MAY PROVIDE OR DELIVER TO YOU IN CONNECTION THEREWITH, ARE PROVIDED BY DIEBOLD NIXDORF AS IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY TYPE OR NATURE.

4. TERM OF AGREEMENT

a. This Agreement and the rights granted hereunder shall extend for as long as this Agreement remains in effect. This Agreement may be terminated:

- i. by a party hereto if the other party is in default of any provision of this Agreement and such default continues ten (10) days after the defaulting party receives written notice of the default from the non-defaulting party; or

- ii. by either party at any time, with or without cause, by giving the other party at least thirty (30) days advance written notice; or,
 - iii. for any specific Documentation, automatically when the Purpose for sharing the Documentation is concluded, abandoned, or otherwise ceases to exist.
- b. Upon termination of this Agreement as a whole or with respect to a specific Documentation, Licensee will cease use of the Documentation and will destroy or return all copies of the Documentation to Diebold Nixdorf. Sections 2 through 5 hereof shall survive termination of the Agreement.

5. Miscellaneous Provisions

- a. Notices under this Agreement shall be given in writing and delivered by overnight courier or other method that provides proof of receipt. Notices will be effective when delivered to the Diebold Nixdorf address set forth above and Licensee's address on file with Diebold Nixdorf. Either party may change its address for the purpose of giving notice by providing notice in the manner stated herein.
- b. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio, U.S.A. without regard to any conflicts of laws' provisions thereof and shall be deemed to be made and entered into and the Documentation delivered to Licensee in Summit County, Ohio.
- c. If any provision of this Agreement is declared null, void or voidable for any reason, all rights granted to Licensee in any and all Documentation and any information therein, shall immediately terminate and all Documentation and copies thereof shall be returned to Diebold Nixdorf.
- d. This Agreement states the entire understanding of the parties concerning the subject matter hereof, and supersedes all prior agreements concerning such subject matter, whether oral or written. This Agreement may be modified only in a written document that is signed by the duly authorized representatives of both parties, and which expressly indicates that it amends this Agreement.

LICENSEE ACKNOWLEDGES AND AGREES TO THE TERMS OF THIS AGREEMENT BY DOWNLOADING DOCUMENTATION FROM A DIEBOLD NIXDORF WEBSITE, OR BY VIEWING OR STORING THE DOCUMENTATION.