

ONLINE PROVISIONS

MESA CONTRACTUAL PROVISIONS:

The terms of this website shall apply to Diebold, Incorporated doing business as Diebold Nixdorf's Managed Equipment and Services Agreements ("MESAs") that incorporate by reference some or all of the terms hereof. For purposes of this Website, references to the term "Agreement" shall apply to the MESA.

SERVICE AND OPERATIONAL RELATED PROVISIONS (Related to Section 1 of the MESA)

The following are additional provisions that will apply to Services to be provided by Diebold Nixdorf on or with respect to the Equipment covered by the Agreement:

Inspection of Equipment. Prior to commencement of the Services under the Agreement, Diebold Nixdorf may, but shall not be obligated to, inspect each item of Equipment to determine the condition thereof and to verify that Client has maintained a suitable operating environment and has maintained and repaired the same in accordance with the manufacturer's recommendations. Based upon such inspection, Diebold Nixdorf may require that certain repairs or maintenance services ("Remedial Repairs") be completed prior to Diebold Nixdorf's performing the Services hereunder. All such Remedial Repairs shall be performed by Diebold Nixdorf and shall be paid for by Client at Diebold Nixdorf's then current time and materials rates. The Agreement shall not apply to any item of Equipment that has not received the Remedial Repairs recommended by Diebold Nixdorf hereunder.

De-installation or Modification of the Equipment. If at any time Client elects to remove, relocate or modify Equipment, Client agrees that such removal, relocation or modification will be at Client's sole cost and expense and must be approved by and performed by Diebold Nixdorf. Prior to any such de-installation, Client at its sole cost and expense shall remove and be responsible for the safe keeping of all cash, valuables or any appurtenances or components installed on or in such Equipment and in all instances Diebold Nixdorf shall have no responsibility to account or care for any cash and/or valuables, and Diebold Nixdorf shall have no liability or responsibility for any cash or valuable that is lost or removed from any ATM. If such de-installation of Equipment will include the removal of security equipment, Client shall be solely responsible for ensuring that any and all replacement security devices, products or systems are or have been installed prior to or immediately following such de-installation of security equipment hereunder, and Client hereby waives any claims against Diebold Nixdorf and agrees to defend, indemnify and hold Diebold Nixdorf harmless from and against any claims, suits, losses, liabilities and/or expenses, including but not limited to reasonable attorney's fees, arising out of any loss, damage, personal injury or other liability resulting from or related to a gap in security coverage or protection as a result of the de-installation of any security equipment hereunder. Client shall not install any addition, attachment or accessory on any Equipment (collectively "Accessories") or otherwise change or modify any item of the Equipment without first obtaining Diebold Nixdorf's prior written consent thereto.

Obsolete Equipment. At any time during the Term of the Agreement, Diebold Nixdorf may reasonably determine that Equipment being serviced thereunder is obsolete or not otherwise reasonably capable of being maintained in an operable condition as a result of age, volume of use, unavailability of necessary replacement parts or other reason or condition, which Diebold Nixdorf may identify as extraordinary. Upon receipt of written notice or such determination from Diebold Nixdorf, Client shall replace the obsolete equipment with new Diebold Nixdorf Manufactured equipment, remove the Equipment from the scope of coverage of the Agreement, or agree in writing that such Equipment will continue to be serviced hereunder by Diebold Nixdorf on a time and materials basis. In addition to the above, notwithstanding any other term or provision set forth in the Agreement, Diebold Nixdorf shall not be required to service or support any Equipment or software hereunder if and to the extent that Diebold Nixdorf has officially ceased to support or offer to the public or which has been designated by Diebold Nixdorf to be at the end of its life.

Parts. The parts used by Diebold Nixdorf to perform maintenance and repair service under the Agreement may be new, rebuilt or refurbished. Title to parts shall pass to Client when the same are installed by Diebold Nixdorf. Title to parts that are removed and replaced by Diebold Nixdorf may, at Diebold Nixdorf's option, vest in Diebold Nixdorf at the time of removal. Client shall be on notice that Equipment and parts may not be exported or re-exported to restricted geographies. Diebold Nixdorf shall have no obligations related to the proper disposal or destruction of parts removed from Client's Equipment that may contain Client's or a consumer's confidential or nonpublic personal information. No title to any computer programs included in parts shall ever pass to Client. With respect to such parts that include computer programs, Diebold Nixdorf grants to Client a personal, nontransferable, nonexclusive right to use such computer programs in conjunction with the equipment while Client is the rightful possessor of the Equipment. Such license extends only to the use of the computer programs in conjunction with specific Equipment on which the same are installed by Diebold Nixdorf. Such computer programs are protected by the copyright and other laws of the United States. Client agrees not to copy, disclose, transfer, decompile, reverse assemble, reverse engineer, or otherwise modify such computer programs. Computer programs for which a separate charge is normally required by Diebold Nixdorf are licensed only pursuant to a separate license agreement. Diebold Nixdorf is granted the right to operate copies of Diebold Nixdorf computer programs in Client's Equipment to facilitate service activities, and Diebold Nixdorf may remove and disable such programs at any time either during or after termination of the Agreement.

SOFTWARE TERMS. (Relating to Section 3.2 of the MESA)

(a) "Software" means Diebold Nixdorf developed software products which are listed on the Equipment Schedule or identified in the Service Descriptions if applicable, in object code form only, and any associated written or electronic documentation and any updates, upgrades, modifications or later versions thereof, which are received or used at any time by the Client in connection with the Services covered hereby; (b) "Third Party Software" means third party developed software, whether or not provided by Diebold Nixdorf hereunder; and (c) "Upgrades" means any new releases of ATM resident Software (as defined above) that contain enhancements, features or capabilities that are not in the then-current version of the Software. Under no circumstances shall Client or any third party acquire title to, make any claim or assert any interest in any Software or Third Party Software provided by Diebold Nixdorf or otherwise used in connection with the Services, except for the license rights set forth herein below which shall apply to and govern Client's use and/or operation of the Software and Third Party Software provided by Diebold Nixdorf in connection with any Services under the Agreement, if any. If Third Party Software that is not provided by Diebold Nixdorf is installed, configured, or operated by Diebold Nixdorf on an item of Equipment for Client, Client appoints Diebold Nixdorf as Client's authorized agent for conducting such activities. Client further agrees that any information or documentation regarding the Software or Diebold Nixdorf Equipment, and its design and functionality shall be Diebold Nixdorf Confidential Information pursuant to the definition of Confidential Information set forth below.

(i) **LICENSE:** Subject to Client's continuing satisfaction of all of its obligations under the Agreement, and the execution of an Equipment Schedule identifying the Software to be provided by Diebold Nixdorf in connection with the Services, Diebold Nixdorf grants to Client a non-exclusive, non-transferable license to run each Software copy which has been licensed under the Agreement in the specific item of Equipment in which it was installed by Diebold Nixdorf under the terms of the Agreement and operated by Client in accordance with the terms hereof. Software does not include Third Party Software even if provided to Client by Diebold Nixdorf or listed on an Equipment Schedule. Client's use of Third Party Software provided hereunder is governed by the terms and conditions of any license included in or with such Third Party Software (including but not limited to a click on or shrink wrap agreement) or as appears on the web site www.legaltermsatm.com as of the date that the Client signs the Agreement or any amendment to the Agreement or any Equipment Schedule related thereto in order to add Equipment or Services to the coverage hereof (collectively referred to as the "Third Party Software License Terms").

(ii) **ADDITIONAL LICENSING TERMS:** If Diebold Nixdorf delivers to Client any media with the Software, such copy may be used only for backup purposes by Client. No other rights are granted to Client and all other rights in the Software are reserved by Diebold Nixdorf. The license rights granted to Client by the Agreement shall extend for as long as Client abides by all the terms of the Agreement. Client's use of the Third Party Software provided by Diebold Nixdorf hereunder shall be governed by the terms of the Agreement and the Third Party Software License Terms as of the date that Client signs the Agreement or any amendment to the Agreement or any Equipment Schedule thereto in order to add Equipment or Services to the coverage thereof. Notwithstanding the foregoing, for so long as the Agreement remains valid Client's use of the Software and the Diebold Nixdorf-provided Third Party Software pursuant to the Agreement shall be governed by the Agreement and the terms set forth on this website and not by any Master Program Product License and Version Upgrade Agreement posted at www.legaltermsatm.com, or otherwise entered into by Client. However, upon expiration or termination of the Agreement, the license rights set forth herein shall automatically terminate, without notice and without any requirement for Diebold Nixdorf or any third party to take any action to terminate the same, and at such time all Software and/or Third Party Software provided by Diebold Nixdorf, each component thereof, any data generated by the use of it, all documentation for the Software, the Third Party Software and other materials or information which relate to or reveal the Software and/or the Third Party Software and its operation shall be immediately returned to Diebold Nixdorf.

(iii) **RESTRICTIONS ON SOFTWARE USE:** Client may not make any additional copies of any portion of the Software or any Third Party Software. Client also agrees not to: (a) transfer any portion of the Software or Third Party Software to anyone other than Diebold Nixdorf; (b) lend, rent, lease or allow a third party to access any portion of the Software or Third Party Software; (c) move a copy of the Software or any Third Party Software from one item of Equipment to another; (d) make available any portion of the Software or Third Party Software in a network so that multiple computing devices may operate using a single copy of the Software or Third Party

Software; (e) disclose, reverse engineer or reverse compile the Software or Third Party Software (except as expressly authorized by applicable law without the possibility of contractual waiver); or (f) create derivative works of the Software or Third Party Software. Client acknowledges that the Software, Diebold Nixdorf-provided Third Party Software, and written documentation associated therewith, constitute valuable trade secret information and copyrighted material which is owned exclusively by Diebold Nixdorf or its suppliers, and that any threatened violation of the Agreement shall cause irreparable harm to Diebold Nixdorf. Client agrees not to disclose the Software or Third Party Software or its documentation to any other entity or use such items for any purpose not expressly authorized in the Agreement and in the applicable Third Party Software License Terms.

(iv) VERIFICATION: Client shall maintain records to establish that Client has paid all appropriate fees for all software provided by Diebold Nixdorf under the Agreement and if applicable for any software support provided by Diebold Nixdorf under the Agreement or otherwise. Such records shall be maintained in an auditable condition. Upon reasonable advance written notice, Client shall make such written records available to Diebold Nixdorf or its duly authorized representative. Not more than once per year and upon ten (10) business days advance notice, Client shall grant Diebold Nixdorf, its agent or vendor access to Client's facilities for the purpose of auditing Client's use of the software provided by Diebold Nixdorf, and Client shall provide reasonable assistance to Diebold Nixdorf. If an audit by Diebold Nixdorf uncovers any deficiency in Client's performance hereunder, Client shall immediately cure such deficiency and Client shall reimburse Diebold Nixdorf for the reasonable costs and expenses incurred in conducting such audit. Upon written request from Diebold Nixdorf, a duly authorized representative of Client shall certify in writing that all fees due to Diebold Nixdorf under the Agreement have been properly paid and that Client is using the Software and the Third Party Software in compliance with the terms of the Agreement and any applicable Third Party Software licenses.

PROFESSIONAL SERVICES TERMS. (Relating to Section 6 of the MESA)

In connection with any professional services provided under the terms of the Agreement, any software provided by Diebold Nixdorf, including any Modified Software, as defined below, shall be subject to the license terms set forth in the Agreement. For purposes of this Agreement, "Modified Software" means any derivative works of the Software developed or provided by Diebold Nixdorf during the provision of the Services, including without limitation software interfaces and extensions, and any related documentation. Notwithstanding the foregoing, in the event that Services include (i) the delivery to Client of Modified Software that is developed, modified or configured by Diebold Nixdorf in accordance with Client's requirements or specifications, or (ii) the delivery or use of any software which Client has provided, requested or specified that Diebold Nixdorf deliver or use, or (iii) delivery of software for which Client has no signed license with Diebold Nixdorf, or (iv) delivery of any Third Party Software, Diebold Nixdorf makes no warranties concerning such software or related Services, and disclaims any warranty that such software or Services can be used without infringing the rights of third parties, and Client shall defend, indemnify and hold Diebold Nixdorf harmless from any intellectual property infringement claim related to such software or Services.

Diebold Nixdorf SYSTEM ACCESS TERMS AND CONDITIONS. (Relating to Section 7.2 of the MESA)

Client may only access the Diebold Nixdorf System to view and input permitted information. The information which may be viewed and input by Client shall be limited exclusively to information that is directly pertinent to Client activities authorized by Diebold Nixdorf. Diebold Nixdorf may modify Client's authorization at any time with or without notice to Client. All other rights in the Diebold Nixdorf System, the use thereof and information contained therein, are reserved exclusively to Diebold Nixdorf. Client will not transfer any information, data or other content from the Diebold Nixdorf System to any third party. Only Client's regular employees who are acting on behalf of Client are authorized to access or use the Diebold Nixdorf System. Any use of the Diebold Nixdorf System that is not expressly authorized in this Agreement shall constitute an unauthorized use. Client shall not allow any unauthorized use of or access to the Diebold Nixdorf System, and any such unauthorized use or access which comes to Client's attention either during or subsequent to the Term of the Agreement shall be immediately brought to Diebold Nixdorf's attention. Client shall take all reasonable measures to limit use of the Diebold Nixdorf 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 Diebold Nixdorf System, and Client assumes liability for all consequences that may result from any unauthorized use thereof. Client agrees to indemnify Diebold Nixdorf 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 Client's access to or use of the Diebold Nixdorf System. Client acknowledges and agrees that the Diebold Nixdorf System and all data and information therein, except for Client's information which Client is expressly authorized to view and input in accordance herewith, constitutes trade secret information that is the exclusive property of Diebold Nixdorf and/or third parties, and Client shall not access or disclose, or make any use of any such trade secret information which is the property of Diebold Nixdorf and/or third parties. Diebold Nixdorf may terminate Client's access to the Diebold Nixdorf System at any time upon the termination of Services related to the information which Client is authorized to view or input through use of the Diebold Nixdorf System, or at any time as Diebold Nixdorf considers reasonably necessary to preserve the security of the Diebold Nixdorf System or the information therein. **THE Diebold Nixdorf SYSTEM AND ANY AND ALL CONTENT, INFORMATION, DATA AND OTHER ASPECTS THEREOF, ARE PROVIDED WITHOUT WARRANTY OF ANY KIND. Diebold Nixdorf DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES REGARDING THE Diebold Nixdorf 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.**

ELECTRONIC ACCESS PROVISIONS. (Relating to Sections 7.3 & 9.2 of the MESA)

With respect to ATM Equipment related services only, Client shall permit Diebold Nixdorf to electronically access System over an intranet, internet, modem, or other remote connection permitting two-way communication ("Electronic Access," "Electronically Access," or "Electronically Accessing"). As reasonably required to perform the Services in the discretion of Diebold Nixdorf, or otherwise upon the written request of Diebold Nixdorf, Client will allow Diebold Nixdorf Electronic Access to the System. Where applicable, Diebold Nixdorf may use permitted Electronic Access to retrieve diagnostic logs ("Logs") from the ATMs to monitor and analyze hardware failure status reports ("Reports") sent to Diebold Nixdorf via the Electronic Access. Such Electronic Access will typically take place using a remote control session via a proxy software agent which is designed expressly to permit remote screen control and remote file transfer for the purpose of facilitating remote diagnostic capabilities. Data will normally be protected during transmission by the use of SSL encryption technology. Audit logs from the server used to access the System ("OpteView Server") will be available to Client upon written request. In addition, Diebold Nixdorf may send hot fixes or other small software files to the ATM to correct software anomalies. Diebold Nixdorf shall not, without Client's express written consent, install any program or make any modifications to the System other than (1) changes authorized or anticipated in the Agreement, or (2) incidental changes which occur by virtue of Electronically Accessing the System. Third party owners of software installed on the System may require Client to consent to additional terms and conditions before such software can be remotely patched or upgraded. To minimize the risk of exposing the System to viruses, worms, Trojan horses, and similar threats, Diebold Nixdorf shall exercise such care as it would with respect to its own similar system, and Diebold Nixdorf will act with reasonable care.

Diebold Nixdorf will be responsible for any costs associated with restoring in the System any damaged or erased data, which data shall be restored from the archives, backup copies of software or files, or other similar System redundancies which are to be maintained by Client, to the extent the data was damaged or erased because Diebold Nixdorf's Electronic Access to the System exceeded the Electronic Access permitted herein or because Diebold Nixdorf failed to comply with the above provisions of this Section relating to Electronic Access. Any such liability shall be limited to the lesser of (1) a cumulative total of seventy five thousand dollars (\$75,000.00) for any and all claims or (2) the costs associated with restoring damaged or erased data (which data will be restored from archives, backup copies of software or files, or other similar System redundancies which are maintained by Client), but in all instances excluding any portion of such costs that are attributable to Client's failure to implement and follow prudent industry practices with respect to the performance of regular backups, the use of firewalls, data segregation, controlled access, the use of anti-virus software, and other such similar procedures. Any claim under this provision shall be brought within sixty (60) days after the event serving as the basis for the claim or the same shall be deemed waived.

Client is hereby required to and represents and warrants that it has implemented, and continues to undertake, reasonable measures to protect its System from viruses, worms, Trojan horses, and similar threats. Client shall be responsible for any costs associated with restoring any data in Diebold Nixdorf's computer devices, including the OpteView Server, used to Electronically Access the System which devices are damaged or erased because of the breach by Client of its obligations and the representation and warranty made in this Section. Any such liability shall be limited to the lesser of (1) a cumulative total of seventy five thousand dollars (\$75,000.00) or (2) the costs associated with restoring damaged or erased data (which data will be restored from archives, backup copies of software or files, or other similar System redundancies which are maintained by Diebold Nixdorf) but excluding any portion of such costs that are attributable to Diebold Nixdorf's failure to implement and follow prudent industry practices with respect to the performance of regular backups, the use of firewalls, data segregation, controlled access, the use of anti-virus software, and other such similar procedures. Any claim under this provision shall be brought within sixty (60) days after the event serving as the basis for the claim or the same shall be deemed waived.

INSURANCE COVERAGE REQUIREMENTS (Relating to Section 9.1 of the MESA) – check all font/spacing

Diebold Nixdorf's Insurance Obligations. At all times during the Term of the Agreement, Diebold Nixdorf will maintain the following insurance coverage: (a) Workers' Compensation Insurance coverage required by Law; (b) comprehensive general liability insurance and umbrella liability, for minimum combined bodily injury and property damage coverage limits of not less than \$2,000,000 per occurrence; (c) comprehensive automobile liability Insurance with combined bodily injury and property damage

coverage limits, per occurrence, of not less than \$1,000,000; and (d) crime insurance covering all of Diebold Nixdorf's employees and officers with a limit of not less than \$2,000,000 per occurrence. At Client's request, Diebold Nixdorf will furnish certificates of insurance evidencing such required insurance coverage, and with respect to the liability insurance set forth above, will list Client as an additional insured. The provisions of this Section shall survive the termination of the Agreement for a period of two years.

Client's Insurance Obligations. Client will obtain liability insurance coverage for personal injury and property damage which may be caused by the Equipment deployed hereunder and/or by Client in an amount that is at least equal to \$2,000,000.00 per occurrence and at least \$3,000,000.00 aggregate, or such other amount as Diebold Nixdorf may reasonably determine from time to time during the Term of the Agreement. Client shall obtain insurance on all cash deposited or to be deposited (vaulted or in transit) into the Equipment hereunder in an amount which is at all times adequate to cover the total amount of cash deposited or to be deposited (vaulted or in transit) into the Equipment. Client shall also procure and maintain all risk fire and casualty insurance coverage on all of Client's real property upon which the Equipment is located, upon the Equipment, and upon Client's personal property at the Location where the Equipment is located, which coverage shall be for the full replacement value thereof, shall include a waiver of subrogation clause whereby both Client and Client's insurer agree to waive any claim against Diebold Nixdorf for or in connection with any property damage or loss thereof that is covered by such insurance. The provisions of this Section shall survive the termination of the Agreement for a period of two years.

ADDITIONAL CONFIDENTIALITY TERMS. (Relating to Section 12.6 of the MESA)

For purposes of the Agreement, "Confidential Information" shall mean all information that is disclosed by either party in connection with the Agreement that is clearly marked as "confidential," which the disclosing party has otherwise exercised commercially reasonable efforts to identify as confidential in nature at the time of disclosure, or which is of such a nature as to be reasonably identified as confidential in nature at the time of disclosure; provided that any Customer Information, as defined below need not be marked to be deemed Confidential Information hereunder. In addition, all Diebold Nixdorf supplied Software and written documentation associated therewith and all manuals and other documentation regarding the use and operation of the Diebold Nixdorf manufactured Equipment are confidential and trade secret information that is the exclusive property of Diebold Nixdorf, and Client agrees not to disclose the Software or its documentation to any other entity or use such items for any purpose. Client also agrees not to use, copy, modify, transfer, rent, reverse engineer, decompile or disassemble any Software or documentation. Confidential Information shall not include information that the receiving party can prove: (a) was generally available to the public at the time it received the information from the disclosing party or later becomes generally available to the public through no fault of the receiving party and without breach of the Agreement, (b) was known to it, without any restriction or obligation of confidentiality, prior to disclosure by the disclosing party, (c) is disclosed with the prior written approval of the disclosing party, (d) was independently developed by the receiving party without any use of the Confidential Information of the disclosing party, or (e) becomes known to the receiving party, without restriction, from a source other than the disclosing party, which has the right to disclose such information and not having any obligation of confidentiality with respect thereto.

Each party hereto further agrees that to the extent applicable thereto, it will comply with the terms of Title V of the Gramm-Leach-Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1338) and its implementing regulations, and the "Interagency Guidelines Establishing Standards for Safeguarding Customer Information" (Exhibit B to 12 CFR Part 364) (the "Interagency Guidelines"). For the purpose hereof, "Customer Information" means personal financial information relating to one or more of Client's, Diebold Nixdorf's and/or any of Diebold Nixdorf's subcontractor's or supplier's customers or any party using any of the Equipment hereunder, and includes information about any person who obtains or seeks to obtain a financial product or service from an ATM deployed and or serviced hereunder.

Either party may disclose Confidential Information in response to an order or requirement of a court, administrative agency, or other governmental body or pursuant to the rules of any applicable securities market or exchange; provided, however, that (i) the receiving party must use reasonable efforts to provide prompt advance notice to the disclosing party of the proposed disclosure and reasonably cooperate to limit and quash any such disclosure, and (ii) any Confidential Information so disclosed shall otherwise remain subject to the provisions of this Section.

Following completion or termination of this Agreement or at any time upon the request of a disclosing party, the receiving party will immediately return to the disclosing party the originals and all copies of any Confidential Information of the disclosing party. Notwithstanding any other terms contained herein, the terms of this Section shall survive termination of the Agreement for a period of two (2) years, except with respect to the confidentiality obligations related to Customer Information and Diebold Nixdorf supplied Software and written documentation associated therewith and all manuals and other documentation regarding the use and operation of the Equipment which shall continue indefinitely after the termination of the Agreement.

Use of Trademarks. Each party agrees not to use the trade names, registered or unregistered trademarks, logos or any other proprietary marks or designations of the other party or the other party's affiliates, agents or subcontractors for any purpose or in any medium (including, without limitation, internet or other means of electronic or wireless communications) without the prior written consent of the other party or the holder of the trademark or logo rights. Likewise, Client may not use a trademark, service mark, name or logo of a network organization in any manner that is not expressly authorized by such organization and Client shall defend, indemnify and hold Diebold Nixdorf and its employees, agents, subcontractors and suppliers harmless from and against any claim that may be made against Diebold Nixdorf by any network.

ADDITIONAL MISCELLANEOUS PROVISIONS. (Relating to Section 12.10 of the MESA.)

Force Majeure. No failure or omission of either party, other than failure to make payments when due under the Agreement, shall be deemed to be a breach of the Agreement, to the extent that, and for so long as, performance thereof is delayed or prevented by any cause, except financial, reasonably beyond its control, including without limitation: fire, explosion, riot, strike, labor dispute, order, regulation, requirement of any governmental authority or person purporting to act thereunder, acts of God, and/or acts of war, terrorism or of public enemy. A party affected by such an event shall make commercially reasonable efforts to remove the source of the delay and to mitigate the effects thereof; provided, however, that it shall not be required to settle strikes or lockouts or government claims by acceding to any demands when, in its sole discretion, it would be inappropriate to do so.

No Partnership Franchise or Joint Venture. The parties to the Agreement are not partners or joint venturers and they are not in an employer/employee relationship or franchisor/franchisee relationship with each other, and nothing herein contained shall be construed to place the parties in a relationship of franchisor/franchisee, partners, joint venturers, employer to employee, or as principal and agent.