

COMPREHENSIVE SERVICES

FIRSTLINE MAINTENANCE (DIEBOLD NIXDORF NOT PROVIDING CASH HANDLING)

STANDARD FEATURES

Diebold Nixdorf technicians will perform the following First Line Services during primary hours of coverage as listed on the Equipment Schedule of the Managed Equipment and Services Agreement.

- Diebold Nixdorf will use commercially reasonable efforts to maintain a monthly aggregate average response time for First Line Maintenance within two (2) hours of Diebold Nixdorf's receipt of a call for such service by telephone to Diebold Nixdorf's call center or by means of another mutually agreed upon call initiation mechanism. Diebold Nixdorf's definition of response time is the number of hours during the primary hours of coverage that elapses between the time the Client contacts Diebold Nixdorf and requests service and the time that the Diebold Nixdorf technician arrives on site.
- While on site for another service call, replenish consumable items supplied by Client - receipt paper, printer paper, printer ribbon cartridges, envelopes and deposit slips
- While on site for another service call, clear simple machine jams (i.e. receipt printer, card, depositor, dispenser, passbook printer) caused by ATM malfunctions.
- Labor required repairing a fault caused by an action, or lack thereof, by institution personnel (i.e. poorly loaded currency, improperly loaded paper, light printing due to low ink and consumer card jams). ATMs with excessive personnel error calls will be brought to the Client's attention for immediate problem resolution and Diebold Nixdorf may charge for such calls on a Time and Material basis. Excessive is generally defined as an ATM that exceeds an average of two (2) personnel errors within a 30-60 day period of time.
- Travel required when a service call is placed but upon arrival the ATM is running properly. ATMs with excessive no problem found calls will be brought to the Client's attention for immediate problem resolution. Excessive is generally defined as an ATM that exceeds an average of two (2) no problem found errors within a 30-60 day period of time.
- Cleaning of machine sensors and exterior surfaces. Diebold Nixdorf will also police the general machine area for debris.
- Repair and replacement of Kaba Mas lock as necessary
- Exclusions of FLM Service:
 - Installation of Kaba Mas Lock to begin performing FLM
 - Changing of combination on branch mode keys.
 - Specific coverage of and/or replacement of communication devices and peripheral wiring external to the ATM (cables, modems, routers, servers, hubs, converters, etc.) or vendor access requests
 - Additional branch mode keys above and beyond the keys provided at the time of installation
 - Cash Vendor Error:
 - Leaving the site with the currency cassette/divert bin/deposit bin not fully docked
 - Receipt roll not changed
 - Not clearing, replenishing, or archiving the EDC
 - ATM left in supply mode or left with an active fault
 - ATM not brought back up to welcome screen

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REQUIREMENTS FOR UNESCORTED ACCESS TO ATMS AND CLIENT PROVIDED CASH HANDLING SERVICES

- a. Diebold Nixdorf will only perform the above referenced First Line Services without being escorted by Client personnel, if Diebold Nixdorf is either providing Cash Handling Services hereunder or if Diebold Nixdorf has approved of and entered into a shared liability agreement with Client's contracted ACC, and if no other third party will have access to the ATMs covered hereby. If the above requirements have not been satisfied, then Diebold Nixdorf may elect not to provide unescorted First Line Services at Client's ATMs hereunder and Client will be required to provide Diebold Nixdorf with an appropriate escort each time Diebold Nixdorf is to provide such First Line Services hereunder.
- b. If Client is to provide the Cash Handling Services for the ATMs covered by the Agreement and not utilize Diebold Nixdorf and its subcontracted ACC to perform Cash Handling Services pursuant to this Agreement, Client shall ensure that such Cash Handling Services are performed in accordance with industry standards, and shall use its best efforts to ensure that such services are conducted by an ACC that has been approved by Diebold Nixdorf and that has entered into a shared liability agreement with Diebold Nixdorf.
- c. Client agrees to the provisions regarding Allocation of Liability for Losses from an ATM set forth below and, in the event that Diebold Nixdorf is providing Cash handling Services to Client, to the Limitation of Liability Provisions Regarding Cash Handling set forth in this SOW. However, if Client fails to satisfy the requirements of either or both of subsections (a) and (b) above, then notwithstanding the above or any other term or requirement set forth in the Agreement or in this SOW, Diebold Nixdorf shall not be liable for any unexplained losses from an ATM hereunder even if Diebold Nixdorf has had access thereto during the balancing period in which the loss occurred, and the terms of the below shall not apply.

INCIDENTS AND INVESTIGATIONS

If Client finds any discrepancy, Client shall use its best efforts to immediately notify Diebold Nixdorf and the ACC of the discrepancy, and shall adhere to the notification periods specified in each loss category below. Once notification has been made, the extent of the investigation shall depend on the amount of the loss, as set forth below.

Differences of One Dollar to Two Hundred Fifty Dollars (\$1 - \$250)

Differences of \$250.00 or less shall be the responsibility of Client, unless proven through clear and convincing evidence that Diebold Nixdorf or the ACC solely caused the difference.

Differences of Two Hundred Fifty-One Dollars to One Thousand Dollars (\$251 - \$1000)

Client, upon finding any such discrepancy, shall notify Diebold Nixdorf by facsimile machine, on-line computer, or telephone within five (5) business days after the discrepancy is discovered and in no event more than thirty (30) days from the last day of the balancing period during which the actual loss occurred. Diebold Nixdorf and Client will perform a preliminary investigation of the loss and determine if a complete investigation is needed. If a complete investigation is required, Diebold Nixdorf and Client will perform the steps outlined in "Losses over \$1,000." If no further investigation is required, Diebold Nixdorf will submit a written report to Client within forty-five (45) days with the results of the preliminary investigation.

Differences Over One Thousand Dollars (\$1,000)

Client, upon finding any such discrepancy, shall notify Diebold Nixdorf by facsimile machine, on-line computer or telephone within twenty-four (24) hours of the discovery of the discrepancy and in no event more than thirty (30) days from the last day of the balancing period during which the actual loss occurred. Diebold Nixdorf and Client will perform interviews within three (3) weeks. Diebold Nixdorf and Client will complete investigations of involved personnel within four (4) weeks. At Diebold Nixdorf's request Client will provide to Diebold Nixdorf for its investigation, copies of settlement sheets, outage reports, transaction reports, daily totals, ATM audit tape or electronic journal, and such other

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information or documentation that Diebold Nixdorf may request, to be used in conjunction with the investigation. Failure of Client, its employees and/or its subcontractors, to cooperate within reason in said investigation will result in Client assuming full responsibility for the loss. Diebold Nixdorf and Client will formulate resolutions or recommendations within forty-five (45) days, but Diebold Nixdorf shall have one extra day to complete its investigation and formulate a resolution for each day that Client delays its delivery of requested information to Diebold Nixdorf hereunder. Diebold Nixdorf will pay Client within thirty (30) days of this recommendation for any losses that are determined to be Diebold Nixdorf's responsibility hereunder, which payment shall in all instances be subject to the limitations set forth herein below.

ALLOCATION OF LIABILITY FOR LOSSES FROM AN ATM

Allocation of Liability for ATM Losses shall be subject to the following provisions:

- If an investigation described above or other evidence obtained by the parties proves by clear and convincing evidence that an employee of Diebold Nixdorf took the funds in question from the ATM then, solely as between Diebold Nixdorf and Client, Diebold Nixdorf shall bear such loss.
- If the investigation described in this Agreement or other evidence obtained by the parties proves by clear and convincing evidence that the loss was caused by Client or a Client employee, agent, contractor or subcontractor, then, solely as between Diebold Nixdorf and Client, Client shall bear such loss.
- If as a result of the investigation described above, liability for a loss cannot be determined, and the electronic lock audit discloses that an employee of Diebold Nixdorf and an employee, contractor, subcontractor or representative of Client accessed the chest during the balancing period when the loss occurred, then regardless of the number of times that each party may have gained access to the ATM chest during the applicable time period, as between Diebold Nixdorf and Client, Diebold Nixdorf will bear up to but not more than fifty percent (50%) of the loss. In addition, if as a result of the investigation described above, liability for a loss cannot be determined, and the electronic lock audit discloses that an employee of Diebold Nixdorf and both an employee, of Client and a contractor, subcontractor or representative of Client accessed the chest during the balancing period when the loss occurred, then regardless of the number of times that each party may have gained access to the ATM chest during the applicable time period, as between Diebold Nixdorf and Client, Diebold Nixdorf will bear up to but not more than one-third (1/3) of the loss. Notwithstanding any other term or provision contained herein, if a Diebold Nixdorf employee did not access the chest of the ATM during the balancing period, Client shall bear one hundred percent (100%) of the loss.
- Client will be responsible for any loss resulting from an ATM break-in or other unauthorized tampering with an ATM or the contents thereof, unless as set forth above, an investigation conclusively determines that a Diebold Nixdorf employee took the funds while performing the Services at the ATM hereunder. However, before recovering such a loss from Diebold Nixdorf, Client will authorize Diebold Nixdorf to release copies of settlement sheets, outage reports, transaction reports, daily totals, etc., to be used in conjunction with the investigation.
- If Diebold Nixdorf should make any payment to Client or the Funding Institution hereunder, Diebold Nixdorf shall be subrogated to any rights to recover such funds that Client or its Funding Institution may have in connection therewith, and Client and its Funding Institution shall immediately reimburse Diebold Nixdorf the full amount that Diebold Nixdorf paid hereunder if such funds are subsequently recovered by either party hereto or if it is subsequently proven that Diebold Nixdorf was not responsible for such loss.

The parties hereto agree and acknowledge that the provisions set forth above relate only to loss of Client or third party funds from an ATM after the same have been properly installed therein and the ATM vault/chest has been properly closed and locked. Notwithstanding any other term or provision set forth above or otherwise in the Agreement, Diebold Nixdorf's maximum liability

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for the loss of the cash contents or other valuables contained in any Client ATM, whether arising under contract, tort or other form of action, shall not exceed \$150,000 per ATM per occurrence, including any legal fees and court costs incurred by Client.

CLIENT RESPONSIBILITIES

Client will provide Diebold Nixdorf such ATM fault information as may be reasonably necessary to Diebold Nixdorf to perform pursuant to the terms of this Agreement.

- a. Client agrees to provide at no cost to Diebold Nixdorf eight (8) sets of keys, combinations, access cards or any other items required by Diebold Nixdorf to perform the obligations under the terms of this Agreement, including free and clear access to the equipment. Diebold Nixdorf agrees to maintain such keys, combinations, and other security devices in confidence and will take such steps to reasonably ensure that such information and items are maintained in a secure and confidential manner.
- b. Client shall provide Diebold Nixdorf with procedures to be followed relative to access and security of the ATMs. Such procedures shall be identical to those followed by Client employees in the performance of similar functions. The procedures can be reviewed with the Diebold Nixdorf Account Performance Manager upon notification of new service.
- c. Client will make available at its sole expense all consumable and expendable items reasonably required by Diebold Nixdorf to perform FirstLine Services under this Agreement. These supplies shall be available at the Client branch office responsible for the ATM and given to Diebold Nixdorf for necessary replenishment in the ATM. Client will order additional supplies when necessary. All supplies for off-site locations should be kept at the ATM where applicable. Diebold Nixdorf will replenish customer provided supplies at no cost on a service call. If Diebold Nixdorf supplies are necessary to replenish the ATM, this will result in a billable situation for the supplies only. This will include but is not limited to receipt paper, printer paper, printer ribbon cartridges, floppy diskettes, envelopes, and deposit slips.
- d. Client, to the best of their ability, will provide ATM fit currency is used at each ATM covered hereby, and at branch locations serviced by Diebold Nixdorf hereunder, Client, to the best of their ability, check the ATM consumables while on site servicing ATM.
- e. Client, to the best of their ability, no excess currency will be stored in any ATM covered hereby. It is requested Diebold Nixdorf will report any excess cash stored in the ATM to APM with pictures if possible.
- f. Client is willing to assist that any and all of Client's employees and contractors, including but not limited to Client's armored carrier contractor (the "ACC") cooperate with Diebold Nixdorf and participate in any and all investigations of any ATM loss or cash shortage occurrence as agreed in the Shared Liability Document

Client shall at all times provide free, clear and safe access to the equipment and a safe and suitable work space and environment for Diebold Nixdorf to perform its Services hereunder with OSHA and ADA type standards, free of hazardous materials with free clearance. Client shall also at all times maintain a suitable operating environment as specified by the manufacturer of the equipment and operate the equipment in accordance with the manufacturer's recommendations. If any equipment covered by an equipment schedule has been furnished by other than Diebold Nixdorf, Client hereby authorizes Diebold Nixdorf to perform the FirstLine Services on such equipment as Client's agent, and Client shall have the ultimate responsibility for obtaining and providing to Diebold Nixdorf any and all rights and authorization to perform the first line Services on such equipment and shall defend, indemnify and hold Diebold Nixdorf harmless from and against claims that may be made against Diebold Nixdorf as a result of Diebold Nixdorf's performance of the Services hereunder on such third party equipment.