

SECOND LINE MAINTENANCE SERVICES

1. GENERAL.

This exhibit describes DN's Second Line Maintenance Service (the "SLM Service") and is subject to the other terms and conditions that are referenced in the Ordering Document, including other exhibits as applicable. If SLM Service is purchased in combination with First Line Maintenance Service, a different exhibit applies. Capitalized terms used herein and not otherwise defined have the meanings listed in the Definitions section below.

2. SERVICE PREREQUISITES.

2.1. General. The parties will agree to technical requirements and supporting Customer obligations in a separately signed document if necessary. The SLM Service pricing will depend on the type of Serviced Equipment, the specific Service Plan, the Hours of Coverage, the specific geographic zones of coverage (if applicable), and any additions to the SLM Service. In the event Customer does not have all the service prerequisites, DN is not obligated to any specific performance level.

2.2. SLM Service Plans. Customer will select an SLM Service Plan (Premium, Enhanced, Core, or Basic) in the Ordering Document. Customer may only purchase the Premium SLM Service Plan in combination with DN's Monitoring and Event Management Service, the terms and conditions of which are described in a separate exhibit. The parties will specify the Hours of Coverage for Customer's chosen SLM Service Plan.

2.3. Connection. Customer will provide the remote connection to the Serviced Equipment for the designated SLM Service Plan. The connection may be: (a) Data Push Connection, a one-way connection from the Serviced Equipment to DN (minimum required for the Core Service Plan); (b) Remote Connection, a two-way connection between the Serviced Equipment and DN (required for the Premium and the Enhanced Service Plans); or (c) Basic, no connectivity, meaning no Technical Equipment Availability obligation (available for the Basic Service Plan).

3. SERVICE COMPONENTS.

3.1. General Scope. DN's maintenance service is both proactive through DN's Advanced Analytics Service Platform and reactive through DN staff to support, maintain, and restore non-functioning or poorly functioning Serviced Equipment. DN will manage: (i) an Equipment List that identifies each unit that receives the SLM Service; and (ii) a Customer list of contacts who will assist with Resolution, facility access, or scheduling. The parties will use the Support Channel to manage Tickets, communications, and Resolutions. When analyzing a Ticket, DN may use Remote Services to prequalify or determine an Incident or Error source and to decide when DN should use on-site Resolution or remote Resolution. DN's Resolution may involve Resolution of an SLM Ticket, or the closing of the Ticket subject to an alternative statement, such as:

- (a) Resolution by DN successfully running a functional or automated test and determining normal function;
- (b) Resolution by Customer's written approval;
- (c) the Incident ceases to exist;
- (d) DN has found no Error, or DN is unable to reproduce the Error indicated in the Incident;
- (e) the Error or Incident is outside the scope of the SML Service;
- (f) a DN Resolution does not reasonably exist; or
- (g) DN has identified the Incident as out of scope and external to DN, or the product of a non-equipment problem that requires out-of-scope services or a Customer resolution.

Customer shall classify Incidents accurately, in accordance with the definitions of Priority 1 Incident, Priority 2 Incident, or Priority 3 Incident, below. DN reserves the right to change Customer's erroneous priority classification accordingly. In the event Customer is consistently classifying its Incidents erroneously, DN will provide Customer with written notice of same, and the parties will work together to remedy that issue.

3.2. SLM Service. DN provides maintenance support to and resolves Incidents on or Errors with Serviced Equipment during the Hours of Coverage, within the Service Levels, either remotely or on site. DN will restore the Serviced Equipment by resolving, repairing, or replacing the technical components, by (i) using remote diagnosis to analyze the Error and resolution method; (ii) performing remote Resolution, if practical; or (iii) dispatching Parts or technician services for on-site Resolution, when necessary. DN's SLM service results in an SLM Resolution.

3.3. As Needed SLM Service. SLM Service may include: (i) field change orders, i.e. changes or updates to the DN-manufactured Serviced Equipment initiated by DN for purposes of preventing future errors and performed by DN during its next visit on-site; or (ii) performance-based preventative maintenance, consisting of the inspection of high-usage components, cleaning of the fascia, and minor routine adjustments, in each case as determined by DN during an SLM Service. DN may choose to make more specific preventative maintenance services available under a separate exhibit, as mutually agreed by DN and Customer.

4. UNESCORTED ACCESS.

4.1. Conditions for Unescorted Access to Serviced Equipment. DN will access the Serviced Equipment on-site, without a Customer escort, only if Customer engages DN to provide Cash Handling Services (available under a separate exhibit) or DN has entered into a shared liability agreement with Customer's contracted CIT Vendor; and, in either case, (i) the cash or valuables within the Serviced Equipment are secured by an auditable, electronic lock; and (ii) no other third party will have access to the Serviced Equipment. Otherwise, Customer will escort DN's technician each time DN provides SLM Service. DN may refuse to perform on-site services if Customer does not meet the conditions for permitted unescorted access. Customer will be responsible for its CIT Vendor entering a shared liability agreement with DN. If Customer fails a condition for unescorted access, DN will not be liable for any unexplained cash losses even if DN had access to the Serviced Equipment during the balancing period in which the loss occurred, and DN will have no duty to investigate the cash loss, and no liability for the cash loss.

4.2. Conditions for Access to Cash. DN may access cash within the Serviced Equipment during an SLM Service, only if (i) Customer or its third-party representative (e.g. CIT Vendor) escorts DN's technician, during any time that DN must access the cash to fix the Error; or (ii) the parties otherwise mutually agree in writing, on a case-by-case basis. Otherwise, Customer will ensure that DN has no access to the cash during SLM services or for any on-site Resolution efforts. DN has no liability for any cash stored in the Service Equipment during SLM Services. DN's Cash Liability and Claims Exhibit, the allocation and limitation of liability for physical cash losses, applies even if Customer has engaged a CIT Vendor directly.

5. MISCELLANEOUS.

Customer will provide free, clear and safe access to the Serviced Equipment and a safe and suitable workspace and environment for DN to perform its services within OSHA and ADA type or local government standards, free of hazardous materials Customer will maintain a suitable operating environment in accordance with applicable law and as specified by DN or other manufacturer of the Serviced Equipment and operate the Serviced Equipment in accordance with the manufacturer's recommendations. If any Serviced Equipment has been furnished by other than DN, Customer authorizes DN to perform the SLM Service on such third-party equipment as Customer's agent. Customer shall be responsible for obtaining and providing to DN all rights and authorizations to perform the SLM Service on such third-party equipment, and will defend, indemnify, and hold DN harmless from and against any related claims that may be made against DN as a result of DN's performance of services on such third-party equipment.

6. OUT OF SCOPE.

Any request for items not listed in scope, or deviations from DN's standard offer, will be billed at DN's then-current time and materials rates. In the event Customer would like specific out-of-scope services on a recurring basis, this will require a Change Request document or separate agreement and Customer signature. Additional charges may apply and will be documented on the Change Request form.

7. SERVICE REPORTING AND KEY PERFORMANCE INDICATORS.

Any applicable Service Levels or Key Performance Indicators are specified in the Ordering Document.

8. DEFINITIONS

"Advanced Analytics Service Platform" means DN's AllConnect Data Engine ("ACDE"), which tracks Serviced Equipment metrics to assist with identifying an Error source or otherwise predicting Serviced Equipment needs. ACDE tracks flight records of technical data (referring to maintenance-relevant information from integrated electronics, sensors and actuators, e.g. switching cycles, energy consumption, etc.) collected from the Serviced Equipment via ACDE functionality and written back to DN either via Data Push Connection or Remote Connection. ACDE's flight records contain technical data, only, and no user personal information.

"Change Request" means a change requested by either party to an Ordering Document or other agreement that is in effect, for products, software or services not otherwise covered in such agreement, the documentation and negotiation of which is accomplished through DN's standard change control process. A Change Request may be required if DN reasonably deems it necessary due to unforeseen circumstances, or if Customer has made a request that increases the scope of DN's agreed-upon services.

"CIT Vendor" means the cash in transit vendor or an armored car carrier (ACC) that provides Customer's Cash Handling Services. If not otherwise stated, Customer selects and contracts with its CIT Vendor.

"Consumables" means a component of the Serviced Equipment that is used up or permanently altered in the process of using the Serviced Equipment, such as printer paper, ink or other wear parts specified in the applicable operations manual. Customer provides the Consumables unless specified in an Ordering Document. Consumables does not include Parts or media cassettes.

"Data Push Connection" means the singular (one-way) transmission of data from the Serviced Equipment to DN's advanced analytics service platform to enable DN to perform remote analytic and diagnostic services, such as status messages, error codes and other information regarding the Serviced Equipment's operating status.

"Equipment List" means a list of the Serviced Equipment that specifies each item of such equipment by type, location, and services that apply, along with term, price for the monthly fees, and any special notes for the Serviced Equipment.

"Error" means the Serviced Equipment becomes inoperative or shows abnormal conditions to materially conform to the applicable specifications.

"First Line Maintenance Service" or "FLM" means DN's repair or replacement of the non-technical components of the Serviced Equipment by resolving minor malfunctions that (i) rely on the information or guidance on the operator panel or the operator manual (removal of paper jams, foreign material, etc.); or (ii) require no tools (reboot, reset, removal of jams or foreign material, etc.). FLM is not covered under this exhibit.

"Hours of Coverage" means the days and times that DN is required to provide services, as agreed upon in the Ordering Document. If such hours are not specifically listed in the Ordering Document, the Hours of Coverage will be from 9am to 5pm local time, Monday through Friday (excluding holidays). For DN's work performed outside the Hours of Coverage, DN may charge its then-current billed work rates.

"Incident" means an unplanned interruption to the Serviced Equipment or reduction in the quality of the performance or operability of the Serviced Equipment communicated to DN through the Support Channel.

"Ordering Document" means the document executed by Customer that identifies the specific quantities, charges and other applicable terms and conditions (including other exhibits) of Customer's order of DN products, software and/or services, as they relate to this exhibit.

"Parts" means items such as spare parts and wear parts that can be bought separately to replace old or broken parts in Serviced Equipment. Parts does not include Consumables. Parts may be new parts or refurbished parts (as new) both of like quality to return the Serviced Equipment to proper operating condition. Customer will automatically become the owner of all Parts being installed during the services, while DN will be the owner of unused or removed Parts during the services.

"Priority 1 Incident" means that, due to this Incident, the Serviced Equipment's primary function is not available. For example, an ATM cannot receive deposits or dispense cash. For clarity also, it is not a Priority 1 Incident if the ATM is not dispensing receipts but is otherwise fulfilling its primary function.

"Priority 2 Incident" means that, due to this Incident, Serviced Equipment is degraded where some functions are not available. For example, if a full function ATM cannot receive deposits, but can dispense cash.

"Priority 3 Incident" means that, due to this Incident, the Serviced Equipment's primary function is available, but has only minor restrictions and/or the Error can be worked around with reasonable efforts. For example, an ATM could be vandalized with only cosmetic damage, but is still able to perform its primary function(s).

"Remote Connection" means the bidirectional (two-way) transmission of data between the Serviced Equipment and DN's services platform used to remotely identify Error source, resolve Incidents, and monitor the health of the Serviced Equipment.

"Remote Services" means DN's distant activities conducted via an electronic connection between DN and Customer to analyze the cause of a Ticket and return Serviced Equipment to a normal state of operation without an on-site service call.

"Resolution" means a conclusion to an SLM Ticket, either remotely or on-site, or a final DN determination that otherwise closes the Ticket.

"Second Line Maintenance Service" ("SLM") is as described in Section 3.2, subject to the other terms and conditions herein.

"Service Level" means the performance target corresponding to the Service Plan selected by Customer.

"Serviced Equipment" means equipment that is under contract for SLM Services and listed on an Equipment List.

"Service Plan" means the specific plan for SLM Service selected by the Customer pursuant to Section 2.2.

“Support Channel” means the channel that a Customer uses to log Tickets and track Tickets to Resolution. DN offers e-mail, phone, and a web-service (Diebold Nixdorf Portal) as Support Channels. Upon request, DN may offer the option to interface with the DN incident management system.

“Ticket” means a distinct record for an Incident in DN's Incident Management System.