

License Agreement MoniPlus2 Security Updates

Background

WHEREAS, the customer identified below (“**Customer**”) has licensed MoniPlus2 ATM software (“**Software**”) from Nautilus Hyosung America, Inc. or one of its subsidiaries (“**NHA**”) and the Software includes and has been provided to Customer with Microsoft® Windows® 10 Embedded operating system software (“**MS OS**”),

WHEREAS, Microsoft Corporation (“**MS**”) has provided NHA with security and other updates for the MS OS which NHA has combined with additional code to enable installation on NHA ATMs (“**Updates**”),

WHEREAS, Customer wishes to receive the Updates and NHA is willing to provide such Updates to Customer at no charge pursuant to the terms set forth in this License Agreement (“**Agreement**”),

NOW THEREFORE, for good and valuable consideration, the receipt of which by each party is acknowledged, NHA and Customer agree as follows:

1. **License.** Customer is granted a non-exclusive, nontransferable, royalty free license to install and operate the Updates only on NHA

Monimax ATMs currently operating the Microsoft® Windows® 10

Embedded MS OS. Updates may be provided to Customer by NHA by either making a download available or by the delivery of media. Customer’s use and operation of the Updates shall be governed exclusively by the Microsoft Software License Terms applicable to the MS OS (“**MS EULA**”). Customer acknowledges that it has reviewed and agrees to be bound by the terms of the MS EULA. Customer further acknowledges that if it is unable to locate its copy of the MS EULA, NHA will provide Customer with a copy upon Customer’s request.

2. **Responsibilities.** The Updates are provided AS-IS AND WITHOUT WARRANTY by Microsoft and NHA. Neither NHA nor Microsoft shall have any liability in excess of that stated in the Liability Limitations set forth in the MS EULA for any alleged defects or

deficiencies in the Software as modified through the installation of the Updates. Customer is responsible for installation of the Updates,

assuring that the Updates are properly installed and operated in its

ATM and systems environment, for any network or similar certifications that may be impacted or required due to installation of the Updates, and for maintaining all security and performance requirements in connection with Customer’s ATMs and systems.

3. **Entire Agreement.** Except as expressly modified by this Agreement, Customer’s license agreement with NHA and Microsoft related to the Software (including, without limitation, the MS EULA) remains in full force and effect. Use or installation of Updates constitutes Customer’s agreement to the terms of this Agreement. The terms set forth in this Agreement can only be modified through an amendment signed with actual original signatures of both parties.

Customer and NHA having agreed to abide by the terms of this Agreement signify their intention to be bound thereby through the signatures of their duly authorized representatives set forth below. A facsimile signature of a party’s representative that is applied to a copy of this Agreement and transmitted electronically to the other party shall constitute the legally binding signature of such party.

Agreed to by:

NAUTILUS HYOSUNG AMERICA, INC.

By: _____

Name/Title:

Date: _____

Agreed to by:

CUSTOMER NAME

Name/Title: (printed or typed)

(Street Address)

(City, State, Zip)

(Contact Name)

(Contact E-mail)

(Contact Phone Number)

Date: _____