

**Standard Terms and Conditions of Purchase**

**Direct**

April 8, 2020

OTIS

1 Carrier Place, Farmington, CT 06032

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# 1. Definitions

1.1 “Affiliate” means, with respect to any entity, any other entity that directly or indirectly controls, is owned by, controlled by or under common ownership or control with such entity.

1.2 “Agreement” means any agreement that references these Terms and Conditions.

1.3 “Buyer” means OTIS or Affiliate thereof that issues an Order referencing the Agreement and/or these Terms and Conditions.

1.4 “Buyer Personal Information” shall mean any information or data provided (directly or indirectly) or made accessible to Supplier or its agents, representatives, or subcontractors in connection with the Agreement, any Order and the transactions thereunder that relate to any identified or identifiable natural person, or, to the extent of a conflict with applicable law, that is subject to any laws relating to data privacy, the protection of personal information or data, and the cross-border transfer of personal information or data.

1.5 “Buyer's Customer” means the ultimate owner, lessee, or operator of the Goods and/or Services and includes any purchaser of an end product incorporating the Goods and/or Services provided by Supplier under the Order.

1.6 “Delivery Date” means the date of delivery for Goods and/or Services as specified in an Order and/or by the Delivery System.

1.7 “Delivery System” means Buyer's delivery scheduling system and electronic data exchange billing and invoicing system, and their respective document processes.

1.8 “Goods” means goods, parts, supplies, software, technology, drawings, data, reports, manuals, other specified documentation, Services, or items that are required to be delivered pursuant to, or in connection with, an Order. For clarity, changes made by Buyer to the part numbers and/or other description of the Goods as a result of a change under the Changes clause of these Terms and Conditions will continue to be Goods.

1.9 “Intellectual Property” means all inventions, patents, software, copyrights, mask works, industrial property rights, trademarks, trade secrets, know-how, proprietary information and rights and information of a similar nature. Such information includes, without limitation, designs, processes, drawings, prints, specifications, reports, data, technical information, and instructions.

1.10 “ITC Laws” mean the customs, export control, sanctions and U.S. anti- boycott laws, regulations, and orders applicable at the time of the import, export, re-export, transfer,

disclosure, or provision of Technical Data, Goods or Services including, without limitation, the (i) Export Administration Regulations (“EAR”), 15 Code of Federal Regulations (C.F.R.) Parts 730-774; (ii) International Traffic in Arms Regulations (“ITAR”), 22 C.F.R. Parts 120-130; (iii) Foreign Assets Control Regulations and associated Executive Orders, 31 C.F.R. Parts 500-598; (iv) Internal Revenue Code, 26 U.S.C. § 999; (v) Customs regulations, 19 United States Code (U.S.C.) and Title 19 C.F.R.; and (vi) applicable customs and export laws and regulations of other countries, except to the extent they are inconsistent with the U.S. laws.

1.11 “Lead Time” means the time that Buyer and Supplier have agreed is the total time needed for Supplier to meet a Delivery Date for Goods following receipt of a requirement for such Goods, as measured based on the date of receipt of the relevant Goods at Buyer’s facility.

1.12 “Order” means a paper or electronic document sent by Buyer to Supplier, or an entry in the Delivery System, to initiate the ordering of Goods, including modifications thereto. The phrase “in connection with the Order” includes performance of the Order, performance in anticipation of the Order, and preparation of a bid or proposal for the Order. Where the context permits, the term Order includes Agreement.

1.13 “Party” or “Parties” shall mean Buyer and/or Supplier, individually or collectively, as the context requires.

1.14 “Process” means with respect to OTIS Information, to use, access, manipulate, modify, disclose, store (including backup), transmit, transfer, retain and dispose of such OTIS Information.

1.15 “Services” means Supplier’s activities ancillary to manufacture or delivery of Goods, including design, engineering, installation, repair and maintenance, even if performed prior to the effective date of an Agreement or the issuance of an Order.

1.16 “Specifications” means all requirements with which Goods and performance hereunder must comply, as specified or referenced by Buyer in Orders, including, without limitation, its then-current successor, drawings, instructions and standards, on a Buyer web site or elsewhere, as such requirements are modified from time to time by Buyer.

1.17 “Supplier” means the legal entity providing Goods and/or Services or otherwise performing work pursuant to an Order or Agreement.

1.18 “Supplier Personnel” shall mean Supplier’s employees, agents, representatives, subcontractors, subcontractor employees, or any person used by Supplier in the performance under an Order or Agreement.

1.19 “Technical Data” means information that is necessary for the design, development, production, operation, modification or maintenance of Goods or Services as set forth in applicable ITC Laws. Technical Data includes derived Technical Data that is of non-U.S. origin, but subject to U.S. jurisdiction, which may include, but is not limited to, drawings, specifications, or operation sheets containing U.S. origin data or that were developed using U.S. origin data.

1.20 “Terms and Conditions” means these OTIS Standard Terms and Conditions of Purchase - Direct.

1.21 “ OTIS Information” means (i) any Proprietary Information and any other data, materials or information owned or managed by Buyer or Buyer’s Affiliates or which Buyer or Buyer’s Affiliates are obligated to manage and/or protect on behalf of others: (a) provided to Supplier by Buyer or Buyer’s Affiliate; or (b) that Supplier collects, Processes, generates or uses for or on behalf of or at the direction of Buyer or Buyer’s Affiliate in providing the Services to Buyer or Buyer’s Affiliate; or (c) collected, Processed, generated, or used by Supplier or Supplier Personnel in providing the Services, including in each case metadata from Buyer’s or Buyer’s Affiliates’ use of the Services and derivatives of any of the foregoing (e.g., aggregations of OTIS Information, profiles of users of the Services, or analysis of the content of Buyer or Buyer’s Affiliate data records or how Buyer or Buyer’s Affiliate uses the Services) and (ii) Buyer Personal Information.

1.22 “OTIS Supplier Site” means https://www.otis.com/en/us/contact/information-for-suppliers/, which URL may change from time to time. Any such change shall not affect the applicability of the material referenced therein.

# 2. Order Acceptance

Supplier's (i) full or partial performance under, or indication thereof, or (ii) acknowledgement of the Order, is acceptance of the Order and all terms and conditions contained in the Order, including these Terms and Conditions. Any terms and conditions proposed in Supplier's offer, acceptance, acknowledgment, invoice, or other Supplier communication that add to, vary from, or conflict with the terms herein are hereby rejected.

# 3. Specifications

Supplier shall comply with all Specifications. Supplier shall immediately notify Buyer, in writing, of any failure of Supplier and/or the Goods to comply with the Specifications.

# 4. Delivery

4.1 Supplier shall use the Delivery System as directed by Buyer.

4.2 The delivery information in the Delivery System shall establish the Delivery Dates for the Goods and Services. Supplier shall only ship in accordance with the rules established by the Delivery System, and shall make use of the bar codes and other documentation generated by the Buyer System.

4.3 Time is of the essence in Supplier's performance of an Order, and Supplier shall deliver Goods and perform Services by the Delivery Date.

4.4 Shipment shall be to the location directed by Buyer. In the absence of delivery instructions in the Delivery System or in an Order, the delivery terms for Goods shall be FCA Supplier's facility (Incoterms 2010). Title and, notwithstanding the foregoing, risk of loss shall pass to Buyer upon receipt of Goods at Buyer's facility or third party drop shipment point.

4.5 If Buyer requests delivery of Goods on a date which do not allow sufficient Lead Time (a “Need Date”), Supplier shall use all commercially reasonable efforts to meet such Need Date. If Supplier agrees in writing to meet a Need Date, such Need Date shall be considered the Delivery Date.

4.6 If Supplier is unable to deliver Goods by the Need Date, Buyer may, without liability: (i) reduce or cancel its requirements for such Goods, (ii) reallocate to another Order, or reschedule, any such Goods, or (iii) waive the Need Date and accept such Goods on the Delivery Date.

4.7 In addition to any other rights and remedies that Buyer may have, in the event of Supplier's nonconformance with any of the requirements under this Section or any other delivery obligation, Supplier shall be liable for Buyer’s actual costs, expenses and damages relating to or arising from such nonconformance.

4.8 Any forecasts of quantity and schedule that are set forth in the Delivery System are estimates and are for planning purposes only.

# 5. Inspection, Acceptance and Rejection

5.1 Supplier shall only tender Goods to Buyer that have passed inspection in accordance with the applicable inspection system and that otherwise conform to all requirements of an Order.

5.2 Buyer may provide written notice of acceptance of the Goods to Supplier. However, in the absence of Buyer's written acceptance and notwithstanding (i) prior inspection of, (ii) payment for, (iii) use of, (iv) delivery of, or (v) transfer of title to or risk of loss of the Goods to Buyer, acceptance shall not be deemed to occur until 12 months following Buyer's receipt of Goods ("Inspection Period").

5.3 During the Inspection Period, Buyer may: (i) reject all or a portion of any nonconforming Goods; or (ii) accept all or a portion of such nonconforming Goods with a price reduction for the cost of repair or the diminution of value.

5.4 Within 30 days of Supplier's receipt of Buyer's notification of a nonconformity, Supplier shall, at its own cost and expense, investigate the nonconformity, deliver to Buyer a written report of its investigation and conclusions, and formulate a corrective action plan acceptable to Buyer. Once approved by Buyer, Supplier must then timely implement such corrective action plan.

5.5 With respect to nonconforming Goods rejected prior to acceptance, Buyer may at its election and at Supplier's risk and expense (i) hold nonconforming Goods for Supplier, or (ii) return nonconforming Goods to Supplier for, at Buyer's option, either (a) full credit or refund or (b) replacement Goods to be received within 24 hours of nonconformity notification. Title to such rejected Goods returned to Supplier shall transfer to Supplier upon such delivery and such Goods shall not be replaced by Supplier except upon written instructions from Buyer. Replacement Goods delivered to Buyer hereunder shall be shipped at Supplier's expense and risk of loss. Additionally, nonconforming Goods rejected prior to acceptance shall not be tendered again to Buyer for acceptance unless permitted by Buyer and applicable law, and accompanied by a disclosure of Buyer's prior rejection.

5.6 Notwithstanding any other provision, in addition to the foregoing, Supplier shall be liable for Buyer's actual costs, expenses and damages related to or arising from nonconforming Goods, including, but not limited to labor and other costs related to transportation, expediting, removal, disassembly, failure analysis, fault isolation, assembly, reinstallation, reinspection, retrofit, replacement, and any and all other such corrective action costs incurred by Buyer.

# 6. Warranty

6.1 Supplier warrants to Buyer and Buyer's successors, assigns, Buyer's Customers, and users of Goods sold by Buyer that all Goods provided under the Order shall be, upon acceptance thereof pursuant to Section 5.2 above, and thereafter continue to be: (i) merchantable; (ii) fit for the purpose intended; (iii) new; (iv) free from defects in material and workmanship; (v) free from defects in design if the design is not provided by Buyer; (vi) manufactured in strict accordance and compliance with the Specifications; (vii) free from liens or encumbrances on title; and (viii) free of viruses and other sources of network corruption (collectively, "Warranty"). If the Order requires specific Goods to perform as a system, the foregoing Warranty also shall apply to those Goods as a system. Inspection, test, acceptance or use of Goods furnished hereunder shall not affect Supplier’s obligations under this Warranty, and such Warranties shall survive inspection, test, acceptance and use.

6.2 Supplier warrants to Buyer and Buyer’s successors and assigns that all Services provided under or in connection with an Order: (i) have been, if applicable, and will be performed in a professional and workmanlike manner and in accordance with current, sound and highest generally accepted industry standards and practices by appropriately licensed, trained, supervised personnel who are experienced in the appropriate fields; and (ii) do, if applicable, and will conform to and be in compliance with all applicable Specifications, performance requirements and other requirements contained in the Order (the "Additional Service Warranty").

6.3 Buyer may require Supplier to promptly (i) repair or replace, at Buyer's option, any Goods which breach the Warranty and (ii) re-perform or correct any Services which breach the Additional Service Warranty. Goods returned to Buyer hereunder shall be shipped at Supplier's expense and risk of loss and shall be accompanied by notice stating whether they are new replacements or repaired originals, and shall continue to be covered under this Warranty. Supplier shall conduct intake, review, analysis and any other activity required to evaluate whether the returned Goods are covered by the Warranty at no expense to Buyer.

6.4 Notwithstanding any other provision, in addition to the foregoing, Supplier shall be liable for Buyer's actual costs, expenses and damages related to or arising from Goods and/or Services not conforming to the Warranty or the Additional Service Warranty, as applicable, including but not limited to labor and other costs related to transportation, expediting, removal, disassembly, failure analysis, fault isolation, assembly, reinstallation, reinspection, retrofit, replacement, and any and all other such corrective action costs incurred by Buyer.

6.5 Supplier warrants to Buyer that all documentation and certifications by Supplier or Supplier’s subcontractors or business partners related to the Goods, Services and Order, as applicable, are current, complete, truthful, and accurate and have been signed or stamped, as applicable, by individuals authorized and qualified to sign or stamp such documentation and certifications.

# 7. Indemnification

Supplier shall indemnify and hold harmless Buyer, Buyer's Customers, insurers, Affiliates and their employees, agents, officers and directors from and against all suits, claims, judgments, awards, losses, damages, costs or expenses (including attorneys' fees) relating to, arising out of, or caused by (i) the performance hereunder, (ii) any act or omission of Supplier or (iii) any Goods or Services. Supplier's indemnification obligation hereunder covers, without limitation, injuries, sickness, diseases (including occupational disease whenever occurring), or death of Supplier employees.

# 8. Product Support Obligation

Supplier shall maintain the ability to provide, and shall provide, at no additional cost to Buyer, product support for the Goods, which shall include, without limitation, assuring that subcomponents and materials are available, maintaining tooling and other production capability and re-engineering components or systems to address obsolescence until the later of 25 years after the last Order is placed by Buyer for Goods or fewer than 5 end products incorporating Goods are in operation anywhere in the world, and as more specifically set forth in an Agreement, a product support agreement, or an Order.

# 9. Taxes

9.1 Unless otherwise stated in this Agreement or the Order, all payments or prices are exclusive of any transactional taxes, including sales and use, value-added, goods and services, or any other taxes, fees or duties ("Taxes") levied in regard to any of the transactions covered by this Agreement or the Order. Buyer is not responsible for any tax based on Supplier’s income, payroll or gross receipts. When invoicing, Supplier shall separately state any Taxes that Supplier is required to collect from Buyer.

9.2 Solely to the extent Buyer is required by law to withhold an amount on account of taxes for which Supplier is responsible, Buyer shall deduct any such withholding from payment to Supplier and provide sufficient supporting documentation to Supplier.

9.3 Supplier shall, upon receipt from any tax authority of any levy, notice, assessment, or withholding of any Taxes for which Buyer may be obligated, notify Buyer in writing at its stipulated address, directed to: Director, Indirect Tax. The Parties shall cooperate in the resolution of disputes pertaining to any Taxes. If Buyer may directly contest any Taxes, then it may do so and, to the extent permitted by law, withhold payment during contest pendency. If Buyer is not so permitted, Supplier shall contest the Taxes as requested by the Buyer.

9.4 Supplier shall deliver electronically by way of the Internet all software of any type, including manuals. Supplier shall separately itemize the prices of electronically delivered software, licenses, fees and Services on invoices. Invoices shall clearly indicate the manner of software delivery by inclusion of the phrase, "software delivered electronically to the customer via the internet."

# 10. Inspection and Audit Rights

10.1 Supplier (which, for the purposes of this Section, includes Supplier and its suppliers, subcontractors and business partners) shall at any time, and after reasonable notice by Buyer, (i) grant to Buyer, Buyer’s authorized representatives, Buyer's Customers and to any competent regulatory authority, unrestricted access to (or if requested by Buyer, provide to Buyer copies of) Supplier's books, records and documentation (including, without limitation, those pertaining to quality, legal and regulatory compliance, inspection and testing of Goods and Services, physical and network security and data protection procedures and controls, ethics and compliance programs, and any other requirement or obligation under the Order) wherever such books and records may be located (including third-party repositories and at facilities of Supplier’s suppliers, subcontractors, and business partners used in connection with the Order), and (ii) provide Buyer, Buyer’s authorized representatives, Buyer's Customers and any competent regulatory authority the right to access Supplier’s premises, and to perform any type of inspection, test, audit or investigation with respect to Supplier's premises and network, including, without limitation, manufacturing and test locations used in connection with the Order, for the purpose of enabling Buyer to verify compliance with the requirements set forth in the Order or for any other purpose indicated by Buyer's Customers and/or said authority in connection with the design, development, certification, manufacture, sale, use and/or support of the Goods and/or Services. Supplier and its suppliers, subcontractors and business partners shall cooperate with Buyer, Buyer’s authorized representatives, Buyer’s Customers and/or any such authority to furnish all reasonable facilities for and assistance with the safe performance of inspections, tests, audits and/or investigations in connection with any Order and Goods and/or Services thereunder.

10.2 Supplier shall maintain such complete books, records and documentation for all Goods and/or Services, which shall be available to Buyer during performance of an Order and until the later of: (i) 4 years after final payment, (ii) final resolution of any dispute involving the Goods and/or Services delivered hereunder, (iii) the latest time required by an Order, (iv) the latest time required by applicable laws and regulation, or (v) as otherwise directed by Buyer.

10.3 Any corrective action requested by Buyer, Buyer's Customers and/or any said authority following any such inspection, test, audit or investigation shall be implemented by Supplier at Supplier’s cost.

# 11. Buyer-Furnished and Buyer-Funded Items

11.1 All material, including information, furnished by Buyer to Supplier under the Order ("Buyer Furnished Items") shall be delivered as specified in the Order or, if not specified, in sufficient time to enable Supplier's timely performance. Buyer shall have no liability to Supplier for any delays or failures in the delivery of Buyer Furnished Items. If Buyer Furnished Items are not delivered to Supplier in sufficient time to enable Supplier to meet Delivery Dates, Supplier may notify Buyer of the delay and shall be entitled to an extension of such schedule equal to the period of the delay. Such adjustment shall be Supplier's sole and exclusive remedy. Title to Buyer Furnished Items shall remain with Buyer.

11.2 Title to all tooling, test equipment, and material identified as a separate line item under an Order, or referred to in any agreement between Buyer and Supplier, and fabricated or acquired by Supplier ("Buyer Funded Items") shall vest in Buyer. Buyer shall have the right to have Supplier convey possession of Buyer Funded Items to Buyer promptly upon written request.

11.3 Buyer Furnished Items and Buyer Funded Items (collectively, "Buyer Items") shall be used only for the purposes of the Order. Supplier shall, at its own expense: (i) furnish Buyer with drawings and documentation describing such Buyer Items, (ii) mark and identify the Buyer Items as directed by Buyer, (iii) periodically (upon Buyer’s request) audit the physical location and condition of such Buyer Items, and (iv) keep such Buyer Items in good condition, normal wear and tear excepted. In addition, with respect to Buyer Items: (I) Buyer shall pay shipping, duty and taxes as applicable; (II) the Parties will jointly establish a maintenance schedule, which shall be comparable to the maintenance schedule currently maintained by Buyer (if applicable); and (III) Supplier shall absorb the labor costs associated with implementing the maintenance schedule.

11.4 Supplier shall account to Buyer for the proceeds from the sale of scrap or other high cost material "off fall" generated during the performance of the Order by the processing of Buyer Items unless Supplier reimburses Buyer at Buyer's current prices for any Buyer Items used by Supplier.

11.5 Buyer Items, excluding U.S. Government property, shall be held by Supplier as bailee thereof. Supplier shall be the bailee of such Buyer Items until the expiration or termination of the Order or Buyer requires Supplier to return such Buyer Items, whichever occurs first. As bailee, Supplier shall maintain property casualty insurance coverage for such Buyer Items in an amount specified by Buyer, pay any reasonable expenses associated with the storage and maintenance of such Buyer Items, and retain possession of such Buyer Items throughout performance of the Order, unless written permission to move such Buyer Items is obtained from Buyer. Supplier covenants and warrants to Buyer that it will not permit any third party to assert any liens against the bailed Buyer Items by any agreement, nor use the bailed Buyer Items as collateral in any secured transaction, nor perfect any security interest in or otherwise encumber the bailed Buyer Items. Buyer and its agents shall not be liable for any claims, including claims for bodily injury or property damage, arising from Supplier’s use of the bailed Buyer Items. Buyer, in order to protect its interests, may require Supplier to execute documents that are related to Buyer Items, including, Uniform Commercial Code financing statements or any similar documents. Supplier shall plainly mark and adequately identify Buyer Items as being Buyer's property. Supplier shall not substitute any property for or modify Buyer Items.

11.6 Upon Buyer's request, Supplier shall provide an annual written inventory of Buyers Items, including certification of compliance with this Section and proof of adequate insurance covering full replacement cost of Buyer Items.

11.7 Supplier shall, upon discovery, provide notification to Buyer if any Buyer Items are lost, damaged or destroyed. Upon completion or termination of the Order, or at any time upon Buyer's request, Supplier shall, at its own expense, dispose of Buyer Items in accordance with Buyer's instructions.

# 12. Changes

12.1 Buyer's authorized procurement representative (which does not include Buyer's engineering and technical personnel) may unilaterally make changes within the general scope of the Order, including changes in whole or part to: (i) shipping, waste reduction or packing instructions, (ii) place of delivery, (iii) any designs, Specifications and drawings, (iv) the statement of work, (v) the method or manner of performance, (vi) Buyer Items, facilities, equipment, or materials, (vii) flowdown requirements from contracts between Buyer and Buyer’s Customer, and/or (vii) quality requirements (collectively "Change(s)"). Supplier shall perform any Changes ordered by Buyer. Any Order terms that incorporate flexibility for variations or modifications shall not be considered Changes within the meaning of this Section.

12.2 Except as set forth herein, or as otherwise agreed, if any Change under this Section causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in price or delivery schedule or both ("Adjustment Claim"), and Buyer shall modify the Order accordingly. If the cost of property or material made obsolete or excess as a result of a Change is included in the Adjustment Claim, Buyer may direct the disposition of such property or material. For Supplier-initiated requests, Supplier must submit an Adjustment Claim in writing in the form of a complete change proposal, fully supported by factual information, to Buyer's procurement representative no later than 15 days after Supplier's receipt of the Change. Supplier acknowledges and agrees that changes in delivery/performance schedule are normal and anticipated in the course of the program. Supplier further agrees that the cost of such changes is included in the prices provided under the Order, and that any such change does not constitute a Change under this Section. Notwithstanding any pending Adjustment Claims, Supplier shall diligently proceed with the performance of the Order, as directed by Buyer.

12.3 Notwithstanding the foregoing, if any Change is the result of a requirement by Buyer's Customer, Supplier is entitled to an equitable adjustment only to the extent that Buyer receives such an adjustment from Buyer’s Customer.

# 13. Insurance

13.1 Without limiting Supplier's duty to hold harmless and indemnify hereunder, Supplier agrees to secure and carry as a minimum the following insurance with respect to all work to be performed and Goods to be produced under the Agreement and any Order for the duration of the Agreement and any Order: (i) Workers' Compensation Insurance, inclusive of an alternate employer endorsement, in an amount sufficient by virtue of the laws of the U.S., foreign country, state, or other governmental subdivision in which the work or any portion of the work is performed and Employer's Liability Insurance in the minimum amount of $1,000,000 for any one occurrence; (ii) Commercial General Liability Insurance and Umbrella Liability Insurance, including Premises Liability and Contractual Liability, in which the limit of liability for property damage and bodily injuries, including accidental death, shall be at a minimum, a combined single limit of $5,000,000 for any one occurrence; (iii) if Supplier vehicles are used on Buyer's premises and/or used to accomplish work under the Agreement and any Order or otherwise on behalf of Buyer, Automobile Liability Insurance and Umbrella Liability Insurance in which the limit of liability for property damage and bodily injuries, including accidental death, shall be a minimum combined single limit of $2,000,000 for any one accident; (iv) if Supplier or its subcontractors have Buyer's materials or equipment in its care, custody or control, Supplier shall have and maintain All-Risk Property Insurance in an amount sufficient to meet or exceed the value of such material; (v) if Supplier is performing professional services on behalf of Buyer, Supplier shall maintain Professional Liability Insurance with a limit of no less than $5,000,000 per claim; (vi) if Supplier is rendering computer, coding or information technology services and/or technology products on behalf of Buyer, Technology Errors and Omissions Liability Insurance with a limit of not less than $25,000,000 per claim, which insurance shall include, at a minimum, coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render such services and products, computer or information technology services and technology products covering the acts of Supplier and its subcontractors; and (vii) if Supplier is providing any software, code or algorithms (other than standardized off-the-shelf, non-customized software), has access to Buyer’s or Buyer’s Customers’ computer systems and databases, or Process any OTIS Information on Supplier’s systems, Privacy and Network Security (Cyber) insurance, in an amount not less than $25,000,000 per claim, which insurance shall include, at a minimum, protection for privacy breach, system breach, denial or loss of service, introduction, implantation, or spread of malicious software code, and unauthorized access to or use of computer systems covering the acts of the Supplier and its subcontractors.

13.2 All such insurance shall be issued by companies authorized or permitted to do business under the laws of the State or jurisdiction in which all or part of the Services are to be performed, and must have an AM Best financial rating of A- or better or an equivalent rating as produced by another rating agency acceptable to Buyer.

13.3 The insurance coverages described above shall be in form satisfactory to Buyer, and shall contain a provision prohibiting cancellation or material change except upon at least 30 days' (7 days’ in the case of War Risks Insurance) prior notice to Buyer. All such insurance policies or self-insurance will be primary in the event of a loss arising out of Supplier's performance of work and shall provide that where there is more than one insured the policy will operate, except for the limits of liability, as if there were a separate policy covering each insured and shall operate without right of contribution from any other insurance carried by Buyer. Certificates evidencing such insurance and endorsements naming OTIS and Buyer as an additional insured under the Commercial General Liability and Umbrella Liability insurance or, in the case of All Risk Property Insurance, naming OTIS and Buyer as a loss payee, shall be filed with Buyer upon execution of the Agreement or any Order and before commencement of any work hereunder, and within 30 days after any renewals or changes to such policies are issued. To the extent permitted by law, Supplier and its insurer(s) agree that subrogation rights against OTIS and Buyer are hereby waived under the Commercial General Liability, Umbrella Liability, Auto Liability and Workers Compensation insurance; such waiver shall be reflected on the insurance policies. Supplier shall, if requested by Buyer, advise Buyer of the amount of available policy limits and the amounts of any self-insured retention. The certificate of insurance shall identify the contract number or work to be performed and shall acknowledge that such coverage applies to liabilities incurred by Supplier, its employees, invitees or agents under the Agreement or any Order and that such insurance shall not be invalidated by any act or neglect of Supplier whether or not such act or neglect is a breach or violation of any warranty, declaration or condition of the policies.

13.4 Buyer’s failure to monitor compliance or unsatisfactory compliance with the terms of these insurance requirements does not modify or waive Supplier’s obligations hereunder.

13.5 Any self-insurance, self-retained layer, deductibles, and exclusions in coverage in the insurance policies described above will be assumed by, for the account of, and at the sole risk of Supplier. In no event will the Supplier’s liability be limited to the extent of the minimum limits of insurance required herein.

13.6 Supplier shall require it subcontractors to maintain insurance in the amounts and types required by this Section.

# 14. Termination for Convenience

14.1 Buyer may, at any time, terminate all or part of an Order or Agreement for its convenience upon written notice to Supplier.

14.2 Upon termination, in accordance with Buyer's written direction, Supplier will immediately: (i) cease work and place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the Order; (ii) prepare and submit to Buyer an itemization of all completed and partially completed Goods and/or Services; (iii) if requested by Buyer, deliver to Buyer any and all Goods and/or Services completed up to the date of termination at the pre-termination Order price; and (iv) if requested by Buyer, deliver any work-in-process.

14.3 Buyer shall not be liable to Supplier for an Order terminated prior to the commencement of Lead Time.

14.4 In the event Buyer terminates an Order or Agreement for its convenience after performance has commenced, Buyer will compensate Supplier only for the actual and reasonable work-in-process costs incurred by Supplier on Goods and/or Services required to be delivered within the Lead Time period, calculated from Buyer's issuance of the notice of termination. If the Order does not specify Lead Time, Lead Time shall be the reasonable average time required to manufacture and deliver the Goods and/or perform the Services. Supplier shall use reasonable efforts to mitigate its own and Buyer's liability under this Section. In order to receive compensation, Supplier must submit its termination claim, by means of a form and process directed by Buyer, within 90 days from the effective date of the termination.

14.5 Buyer shall not be liable to Supplier for costs or damages other than as described above, and in no event for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the price allocated to the portion of the Order terminated.

14.6 Notwithstanding anything to the contrary in these Terms and Conditions or the Agreement, Buyer shall not be liable to Supplier for any costs or damages whatsoever for a termination for convenience with respect to a particular aircraft program of any of Buyer's Customers, if the termination is due to the cancellation, in whole or in part, of such aircraft program by Buyer's immediate customer(s) or Buyer's ultimate customer(s) or the bankruptcy or insolvency of such customer(s).

# 15. Termination for Default

15.1 Buyer may, by written notice, terminate the Order or Agreement or any portion thereof, for default without any liability or obligation whatsoever to Supplier for the portion terminated, in the following circumstances: (i) Supplier fails to perform any obligation hereunder, including a delivery obligation; (ii) when Buyer has reasonable grounds for insecurity, and Supplier fails to provide adequate assurances of performance within 10 days following Buyer's demand or, (iii) should Supplier (a) become insolvent, (b) become unable to pay its debts as they mature, (c) make a general assignment for the benefit of creditors, (d) have a receiver appointed for the whole or any substantial part of its assets, or (e) become in any way the subject of a bankruptcy petition (each in subsection (iii), a “Supplier Insolvency”).

15.2 Buyer shall have no liability in relation to those Goods and/or Services terminated for Supplier's default. Supplier shall be liable to Buyer for any and all expenses, costs, and damages including increased reprocurement costs, requalification costs, and other non-recurring costs, except in the circumstance of any failure or delay constituting an "Excusable Delay" as set forth in the Section herein entitled "Force Majeure."

15.3 If the Order is entirely or partially terminated under this Section other than pursuant to a Supplier Insolvency, Buyer, in addition to any other rights Buyer may have, may require Supplier, at no charge to Buyer, to: (i) deliver to Buyer all information, data, know-how, and other Intellectual Property, including proprietary and manufacturing information, utilized by Supplier in performing the Order; (ii) deliver the tooling and test equipment necessary to make or have made the Goods, perform the Services and provide technical and transition assistance; and (iii) provide to Buyer a worldwide, perpetual, non-exclusive, fully paid, irrevocable, license, with the right to grant sublicenses, to Supplier's information, data, know-how, and other Intellectual Property, including proprietary and manufacturing information, to the extent necessary, to enable Buyer to make, have made, use, sell and license the Goods and/or perform, or have performed, the Services.

15.4 In addition to and not in lieu of other rights to Intellectual Property otherwise set forth in the Agreement or these Terms and Conditions, Supplier hereby grants to Buyer a worldwide, perpetual, non-exclusive, fully paid, irrevocable, license ("Additional License"), with the right to grant sublicenses, to Supplier's information, data, know-how, tooling, test equipment and other Intellectual Property, including without limitation proprietary and manufacturing information to enable Buyer to make, have made, use, sell and license the Goods and/or perform, or have performed, the Services, subject to Buyer’s agreement not to exercise such rights under this Additional License except in the event of a Supplier Insolvency, whether or not the Order is terminated. As part of such Additional License, Supplier shall upon Buyer's written request and at no charge to Buyer, promptly (i) deliver to Buyer all information, data, know-how, and other Intellectual Property, including proprietary and manufacturing information, utilized by Supplier in performing the Order, and (ii) deliver the tooling and test equipment necessary to make or have made the Goods, provide the Services and provide technical and transition assistance in order to ensure Buyer's continuing requirements for Goods and/or Services.

15.5 If, after notice of termination under this Section, it is determined that Supplier was not in default, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience Section. In such case, Supplier shall not be entitled to any remedy other than as provided for in the Termination for Convenience Section.

# 16. Intellectual Property Rights (for non-U.S. Government Orders)

16.1 “Background Intellectual Property” shall mean all Intellectual Property other than Foreground Intellectual Property.

16.2 “Foreground Intellectual Property” shall mean all Intellectual Property and tangible work product conceived, created, acquired, or first reduced to practice in connection with the Order.

16.3 Each Party retains its existing rights in Background Intellectual Property.

16.4 Buyer shall own all Foreground Intellectual Property. Supplier shall disclose to Buyer all Foreground Intellectual Property. If not expressly required to be delivered in the Order, Supplier shall deliver to Buyer all Foreground Intellectual Property upon written request from Buyer. Supplier hereby irrevocably assigns and promises to assign to Buyer all right, title and interest to all Foreground Intellectual Property. Supplier agrees to do all things reasonably necessary to enable Buyer to secure and perfect Buyer's Foreground Intellectual Property rights, including, without limitation, executing specific assignments of title in Foreground Intellectual Property by Supplier to Buyer and cooperating with Buyer at Buyer's expense to defend and enforce Buyer's rights in any such Foreground Intellectual Property. All Foreground Intellectual Property shall be considered Buyer's Proprietary Information (defined hereinafter). Supplier agrees that, for any works of authorship created by Supplier or any employees or any others used by Supplier in the course of the Order, those works that come under one of the categories of "Works Made for Hire" in 17 U.S.C.§101 shall be considered "Works Made for Hire." For any works of authorship that do not come under such categories, Supplier, warranting that it has the right to do so, hereby assigns and promises to assign all right, title, and interest to any copyright in such works to Buyer and will execute, or cause to be executed at Buyer's expense, any documents required to establish Buyer's ownership of such copyright.

16.5 Supplier represents and warrants that Supplier has sufficient rights in all Goods, Services, and Intellectual Property and other items that Supplier uses or transfers to Buyer in connection with the Order to allow Supplier to lawfully comply with the Order.

16.6 Supplier hereby grants and promises grant to Buyer and Buyer's Affiliates a worldwide, non-exclusive, perpetual, fully-paid, irrevocable, transferable license to Background Intellectual Property (i) to use, sell, offer for sale, import, export, copy, adapt, embed, modify, make derivative works, make and have made Goods and Services, and (ii) to enable Buyer to practice the Foreground Intellectual Property.

16.7 Supplier hereby irrevocably waives and promises to waive all moral rights to the extent permissible by law, all rights of privacy and publicity, and the like, in all Goods provided to Buyer and in all activities in connection with the Order.

16.8 Supplier represents and warrants that Supplier shall not provide, in the performance of the Order, any software, including without limitation source code, compiled code, embedded software, firmware, free software, open source software, freeware, general public license-governed software, or any electronic hardware, including without limitation free hardware designs, or open source hardware designs, in any form that is subject to any obligations or conditions that may provide a legal right to any third party to access such software, and/or electronic hardware, or that could otherwise impose any limitation or condition on Buyer’s use, reproduction, modification, distribution or conveyance of such software or electronic hardware.

16.9 Except as expressly authorized herein, nothing in the Order shall be construed as Buyer granting Supplier a license in or any right to use any of Buyer's Intellectual Property other than in the performance of work under the Order.

# 17. Intellectual Property Indemnification

17.1 Supplier shall indemnify and hold harmless Buyer, Buyer's Customers, Affiliates, and subsidiaries, their agents, directors, officers, and employees, and each subsequent purchaser or user, from any losses, costs, damages, and liabilities, including, without limitation, any attorney's fees, court costs and fines, arising from any potential or actual claim, suit, injunction, action, proceeding, or investigation alleging infringement or violation of any Intellectual Property rights or license, related to the manufacture, use, sale, offer for sale, import, or other exploitation of any Goods or Services delivered or performed in connection with the Order ("Claim").

17.2 Supplier shall not be liable for any Claim based on Supplier's compliance with any Specification created by Buyer, unless: (i) Supplier could have complied with Buyer's Specification using a solution that was non-infringing; (ii) the relevant portion of the Specification was derived from, recommended by, or provided by, Supplier; or (iii) Supplier knew or should have known of a Claim or potential Claim and did not promptly notify Buyer in writing.

17.3 Supplier shall, upon written notice from Buyer of a Claim, promptly assume and diligently conduct the entire defense of a Claim at its own expense. Insofar as Buyer's interests are affected, Buyer shall have the right, at its own expense and without releasing any obligation of Supplier, to participate and intervene in a Claim. Buyer shall have the right to reasonably reject counsel selected by Supplier. Supplier shall not enter into any settlement without Buyer's prior written consent, which shall not be unreasonably withheld.

17.4 Buyer may supersede Supplier in the defense of any Claim, and assume and conduct the defense at Buyer's sole discretion. In such an event, Supplier shall be released from any obligation to pay for attorneys' fees and court costs, but not settlement or damages, and any such release is expressly conditioned on Supplier's complete cooperation with Buyer in Buyer's defense of such Claim at Buyer's expense. Buyer shall not enter into any settlement without Supplier's prior written consent, which shall not be unreasonably withheld.

17.5 If the manufacture, use, sale, offer for sale, import, export, or other exploitation of any Goods or Services is enjoined by a court, if delivery is precluded by a government entity, or should Supplier refuse to provide or supply any Goods or Services to avoid a potential third party claim, Supplier shall avoid any disruption to Buyer and shall (i) secure for Buyer the right to provide, use or sell such Goods or Services; (ii) modify or replace such Goods or Services with equivalent non-infringing Goods or Services; or (iii) provide such other solution acceptable to Buyer. Supplier shall reimburse Buyer for Buyer's costs incurred in obtaining all internal, external and Buyer's Customer approvals, qualifications, certifications, and the like, necessary for making, using, providing and selling alternate non-infringing Goods or Services. Supplier shall refund to Buyer the purchase price of any such Goods or Services that Buyer is prohibited from providing, using, selling, offering for sale, importing, exporting, or otherwise exploiting.

# 18. Proprietary Information

18.1 In order to deliver the most effective and efficient Goods and/or Services possible and meet Buyer’s requirements for those Goods and/or Services, Buyer and Supplier anticipate the need to exchange Proprietary Information (as defined below) for the design, development, testing, manufacture and/or repair of Goods and/or Services, as applicable in connection with such Order and/or the Agreement. In recognition of the value of that Proprietary Information, as well as to protect Buyer's goodwill and reputation in its products, Supplier agrees to the terms and conditions of this Section.

18.2 “Proprietary Information” shall mean all information, knowledge or data (including without limitation financial, business, and product strategy information; product specifications; product designs; procedures; studies; tests; and reports) in written, electronic, tangible, oral, visual or other form, (i) disclosed by, or obtained from, Buyer or (ii) conceived, created, acquired, or first reduced to practice in connection with the Order. If Buyer furnishes sample products, equipment, or other objects or material to Supplier, the items so received shall be used and the information obtained from said items shall be treated as if they were Proprietary Information disclosed in connection with the Order.

18.3 Unless Supplier has received Buyer's express written consent to the contrary, Supplier shall (i) use the Proprietary Information solely for the purposes of the Order, and not for any other purpose (including, without limitation, designing, manufacturing, selling, servicing or repairing equipment for entities other than Buyer; providing services to entities other than Buyer; or obtaining any government or third party approvals to do any of the foregoing); (ii) safeguard the Proprietary Information to prevent its disclosure to or use by third parties; (iii) not disclose the Proprietary Information to any third party; and (iv) not reverse engineer, disassemble, or decompile the Proprietary Information.

18.4 Supplier may disclose the Proprietary Information to officers, directors, employees, contract workers, consultants, agents, affiliates or subcontractors of Supplier who have a need to know such Proprietary Information for the purposes of performing the Order and who have executed a written agreement with Supplier obligating such entity or person to treat such information in a manner consistent with the terms of this Section.

18.5 The Order shall not restrict Supplier from using or disclosing any information that, as proven by written contemporaneous records kept in the ordinary course of business: (i) is or may hereafter be in the public domain through no improper act or omission of Supplier or a third party; (ii) is received by Supplier without restriction as to disclosure by Supplier from a third party having a right to disclose it; (iii) was known to Supplier on a non-confidential basis prior to the disclosure by Buyer; or (iv) was independently developed by employees of Supplier who did not have access to any of Buyer's Proprietary Information.

18.6 If Proprietary Information is required to be disclosed pursuant to judicial process, Supplier shall promptly provide notice of such process to Buyer and, upon request, shall fully cooperate with Buyer in seeking a protective order or otherwise contesting such a disclosure. Disclosure of such requested Proprietary Information shall not be deemed a breach of the Order provided that the obligations of this Section are fulfilled by Supplier.

18.7 Buyer shall have the right to audit all pertinent documentation of Supplier, and to make reasonable inspection of Supplier's premises, in order to verify compliance with this Section.

18.8 Obligations in this Section regarding Proprietary Information shall continue until such time as all Proprietary Information is publicly known and generally available through no improper act or omission of Supplier or any third party.

18.9 Unless required otherwise by law or the Order, Supplier shall promptly return, or otherwise dispose of Proprietary Information as Buyer may direct. Absent contrary instructions, Supplier shall destroy all Proprietary Information 1 year after termination or completion of the Order and provide written acknowledgement to Buyer of such destruction.

18.10 Supplier agrees to cause all information regardless of form (including, for example, electronic, magnetic and optical media, software, and compilations), containing or derived in whole or in part from Proprietary Information to bear the following legend:

**This document contains the property of OTIS and/or an OTIS Affiliate. You may not possess, use, copy or disclose this document or any information in it for any purpose, including without limitation to design, manufacture, or repair parts, or obtain government approval to do so, without express written permission. Neither receipt, from any source, nor possession of this document, constitutes such permission. Possession, use, copying or disclosure by anyone without express written permission of OTIS and/or the OTIS Affiliate issuing the Order is not authorized and may result in criminal and/or civil liability.**

18.11 Notwithstanding any proprietary or confidential labels or markings, all information of Supplier disclosed to Buyer relating to the Order will be deemed non-confidential and the content of the Order may be disclosed by Buyer to any of Buyer’s Affiliates, and/or to Buyer's Customer or Buyer's subcontractors and potential subcontractors provided that Buyer's Customer or subcontractors have a need to access or know such information. Moreover, Buyer may disclose all Supplier information, in accordance with applicable governmental regulations, and/or any other department or agency of the U.S. Government, including, without limitation, for the purpose of obtaining necessary government approvals.

18.12 Supplier agrees that it will not accept from any third party, or use, any information that appears to be similar to Proprietary Information without first obtaining Buyer's express written consent, except that Supplier may receive solicitations or purchase orders issued by a partner or higher-tier supplier of Buyer that expressly reference a Buyer Purchase Order and contain obligations no less stringent than this Section. Supplier shall promptly notify Buyer if Proprietary Information is offered to Supplier by a third party or of the suspected possession of Proprietary Information by a third party.

18.13 Supplier acknowledges that exposure to Buyer’s Proprietary Information and other Intellectual Property will make it easier for Supplier to manufacture or repair, or to apply for or assist another entity in obtaining any government approval for, parts that are the same parts or that have the same form, fit and function, as parts Supplier supplies to Buyer pursuant to an Order hereunder. Supplier also acknowledges that Buyer's goodwill and reputation which become associated with parts supplied by Supplier pursuant to an Order hereunder once approved for use in Buyer's products make it easier for Supplier to manufacture or repair, or to apply for or assist another entity in obtaining any government approval for those parts, or parts that have the same form, fit and function, for use in Buyer's products. Supplier agrees that it shall not manufacture or repair parts that Supplier supplies to Buyer pursuant to an Order hereunder, or manufacture or repair parts having the same form, fit and function, for use in Buyer's products, or apply for or assist another entity in obtaining any government approval for any such parts, without Buyer's written consent. If Supplier manufactures or repairs any such parts, or applies for or assists another entity in obtaining any government approval for any such parts, for use in Buyer's products without obtaining Buyer’s written consent, then it shall be considered a breach of the Order and Buyer shall be entitled to injunctive relief and such other remedies as a court may order.

18.14 Supplier acknowledges that exposure to Buyer’s Proprietary Information and other Intellectual Property will make it easier for Supplier to manufacture or repair parts, or to apply for or assist another entity in obtaining any government approval for, parts that are the same or that have the same form, fit and function, as parts Supplier supplies to Buyer pursuant to an Order hereunder. Supplier agrees to notify Buyer in writing and to obtain Buyer’s written consent prior to manufacturing or repairing any parts, or applying for or assisting another entity in obtaining any government approval for any parts, for itself or another entity, that have the same form, fit and function as any parts Supplier supplies to Buyer pursuant to an Order hereunder. Supplier’s notification shall (i) describe the parts to be manufactured or repaired, or for which application for or assistance to another entity in obtaining any government approval for such parts is to be provided, (ii) identify the corresponding parts Supplier supplies to Buyer and (iii) provide Buyer with sufficient information to demonstrate that Supplier will manufacture or repair, or apply for or assist another entity in obtaining any government approval for such parts (as the case may be) without reference to or use of Buyer Proprietary Information or other Buyer Intellectual Property. If Supplier manufactures or repairs any such parts without obtaining Buyer’s written consent (or applies for or assists another entity in obtaining ay government approval for such parts), then it shall be considered a breach of the Order and Buyer shall be entitled to injunctive relief and such other remedies as a court may order.

18.15 Supplier shall not make accessible or sell completed or partially completed or defective Goods manufactured using or containing Proprietary Information to any unauthorized third parties. Goods not provided to Buyer shall be disposed of in a manner that prevents disclosure of Proprietary Information (including by reverse engineering).

18.16 For Proprietary Information exchanged in connection with the Order, the terms of this Section shall supersede any provisions regarding the protection of proprietary information in any other agreements between the Parties.

# 19. Security for OTIS Information

The following provisions are applicable whenever the Supplier will Process OTIS Information.

19.1 In addition to capitalized terms used herein but defined elsewhere in the Agreement and/or Order, the following term shall have the following meaning:

“Security Incident” means (i) any circumstance that involves, or which a Party reasonably believes may involve, (A) the accidental or unauthorized access, use, disclosure, modification, storage, destruction or loss of OTIS Information in Supplier’s or Supplier Personnel’s possession, custody or control; or (B) interference with system operation in an information system or in any medium or format, including paper (hard) copy documents, that subjects OTIS Information to risk of unauthorized access, use, disclosure, modification, storage, destruction or loss; (ii) any other similar incident as may be so defined by any Data Privacy Law and by any laws and regulations (national, federal, state and provincial) relating to the protection of OTIS Information; or (iii) any breach of Supplier’s representations or covenants in this Agreement and/or Order regarding safeguarding of OTIS Information.

19.2 Supplier agrees to (i) develop, implement, maintain, monitor and update a reasonable, written security program incorporating administrative, technical, organizational and physical safeguards, security measures and security awareness, and (ii) install and implement security hardware and software, in each case, designed to (A) protect the security, availability and integrity of Supplier’s network, systems and operations, the Goods and Services and the OTIS Information from unauthorized access and use; (B) guard against Security Incidents; and (C) satisfy requirements as set forth in a generally accepted cybersecurity framework, such as ISO/IEC 27001 or NIST 800-53, to establish a resilient control environment or equivalent level of security protection appropriate for the information involved and the then current state of security solutions. As between the Parties, all OTIS Information will at all times remain the sole property of Buyer, and Supplier will not have or obtain any rights therein.

19.3 Supplier further agrees to:

19.3.1 Only Process or transfer OTIS Information to authorized third parties, in performance of its obligations under the Agreement and/or Order, in conformance with this Agreement, or to comply with legal obligations. Supplier will not make any secondary or other use (e.g., for the purpose of data mining) of OTIS Information except (i) as expressly authorized in writing by Buyer in connection with Buyer’s purchase of Goods and/or Services hereunder; or (ii) as required by law.

19.3.2 Maintain and implement information security policies which address, at a minimum the domains or categories set forth in a generally accepted cybersecurity framework, such as ISO/IEC 27001 or NIST 800-53, and provide Buyer, upon request, with a SOC 2 (or equivalent) report demonstrating that such domains are addressed in a manner consistent with this Section. Upon Buyer’s request, Supplier shall provide Buyer with an updated index or summary of its policies, and indicate any plans, including a timetable for implementation, of planned upgrades to comply with the policies.

19.3.3 Use (i) reasonable efforts, including, but not limited to, the available technology at the time, to implement measures to restrict anyone other than its authorized employees and Buyer and its agents from accessing the OTIS Information and (ii) best efforts to segregate (physical and/or logical) all OTIS Information into a separate database only accessible by Buyer, and its agents and those employees and agents of Supplier for whom it is appropriate to access to deliver the Goods and/or Services or to maintain the equipment and the program on which it runs, unless otherwise agreed by Buyer. Unless otherwise specified by Buyer in writing or in an Order, Process OTIS Information (including for back-up purposes) only on servers located in the countries specified in writing by Buyer, and will not transfer (and will not authorize Supplier Personnel to transfer) OTIS Information to, or permit or enable Processing of OTIS Information in, any country other than those specified in writing by Buyer for any purpose without Buyer’s prior written consent.

19.3.4 Implement reasonable measures to ensure backups of information are conducted, maintained and tested in accordance with a generally accepted cybersecurity framework, such as CIS CSC 10; ISO/IEC 27001:2013 (A.12.3.1, A.17.1.2, A.17.1.3, and A.18.1.3); or NIST SP 800-53 Rev 4. (CP-4, CP-6 and CP-9). Supplier’s disaster recovery plan (as may be otherwise required herein) shall incorporate such requirements. All such back-up services are part of the Goods and/or Services and are subject to the terms of the Agreement, including the privacy compliance and data security requirements.

19.3.5 Use, and will cause Supplier Personnel to use, adequate forms of encryption or other secure technologies in connection with the Processing of OTIS Information, as authorized or permitted under the Agreement and/or Order. Notwithstanding any provision to the contrary herein, unencrypted Buyer Personal Information shall not be stored on any Supplier mobile computing devices (e.g. laptop computers, mobile phones, personal digital assistants, and the like). Supplier will align to a generally accepted cybersecurity framework, such as CIS CSC (13 and 14); ISO/IEC 27001:2013 (A.8.2.3, A.13.1.1, A.13.2.1, A.13.2.3, A.14.1.2, and A.14.3); or NIST SP 800-53 Rev. 4 (SC-8, SC-11 and SC-12), covering Data-at-rest and Data-in-transit protections.

19.3.6 Provide Buyer, prior to any termination or expiration of the Agreement and/or Order, with a termination plan that addresses how OTIS Information will be returned to Buyer, or destroyed as Buyer may direct, at the end of this Agreement and/or Order and how all OTIS Information will be removed from Supplier’s equipment and facilities; provided however, that Supplier may retain information stored in routine backups maintained in the ordinary course until such backups are overwritten. This plan should include supplying the data to Buyer in an industry recognized format.

19.3.7 Provide information to and reasonably cooperate with Buyer in response to any subpoena or investigation seeking OTIS Information in the possession of Supplier. Supplier shall promptly notify Buyer upon the receipt of any request requiring that OTIS Information be supplied to a third party.

19.3.8 Not provide OTIS Information to any third party without the prior written approval of Buyer. A request for Buyer approval shall include agreement by Supplier and such third party that all of the requirements of this provision are applicable to their performance.

19.4 Unless otherwise prohibited by law or regulatory authorities, Supplier will provide to Buyer prompt written notice of (i) any failure to meet the then current standards for information security; and (ii) any and all reasonably suspected and/or confirmed Security Incidents. Such notice will summarize in reasonable detail the impact on Buyer or any individuals affected by such Security Incidents and the corrective action and remediation efforts taken or proposed to be taken by Supplier. Promptly following any confirmed Security Incident, whether identified by Supplier or Buyer, Supplier will take steps to mitigate risks posed, consult in good faith with Buyer regarding remediation efforts, and undertake a remediation plan, which Buyer and Supplier mutually agree to be necessary, reasonable or appropriate under the circumstances and commensurate with the nature of the Security Incident, or as requested by any government body. To the extent a Security Incident is directly caused by the acts or omissions of Supplier, Supplier will be responsible for all costs and expenses resulting therefrom, including, without limitation, the reasonable costs of re-testing performed by Supplier to verify that any such Security Incident has been remediated.

20. Access to Facilities, Systems or OTIS Information

These provisions apply whenever Supplier Personnel will be granted access to Buyer’s and/or Buyer’s Customers’ (i) facilities and/or (ii) computer systems and databases, provided, however, that Buyer may apply the provisions herein in the event Supplier Personnel is otherwise granted access to OTIS Information (“Access”).

20.1 Supplier shall perform identity screenings, work authorization verifications and background checks on any and all Supplier Personnel seeking Access in order to identify persons or entities ineligible for such Access. In furtherance of this obligation, Supplier shall, in advance of any request or grant of such Access:

20.1.1 Verify the identity and requisite work authorization of Supplier Personnel requiring Access. Buyer or its Affiliates may further direct Supplier to use a designated service provider to verify authorization to work, U.S. person and/or citizenship status, at Supplier’s sole cost and expense.

20.1.2 Except to the extent not permissible by applicable law, perform a background screen on Supplier Personnel using a company approved by Buyer evidencing that (i) Supplier Personnel do not have any criminal convictions, as reported in the result of a background screen, or (ii) if they do have criminal convictions, Supplier Personnel were hired only after an individualized assessment was conducted in accordance with all applicable laws and taking into consideration the nature and severity of the underlying offenses, the nature and scope of the Access to be granted, the specific jobs at issue, and the length of time since the convictions

.

20.1.3 Supplier shall not seek Access for any Supplier Personnel ineligible for such Access based on the failure to meet the above criteria, and will notify Buyer immediately, in writing, if any of Supplier’s Personnel with Access is no longer eligible.

20.2 Supplier agrees that Buyer shall have sole discretion as to whether Supplier is granted Access, and agrees that any Access privileges granted to Supplier will be defined by Buyer. Buyer reserves the right to impose additional requirements before granting Supplier Personnel Access, including, without limitation, with respect to export compliance, privacy, protection of OTIS Information, security clearance, applicable training, drug screening, credit check, technology control plans, intellectual property agreements and compliance with other site-specific policies and procedures.

20.3 Supplier is responsible for ensuring that any Supplier Personnel requiring Access meet such Access requirements and that Access privileges are limited to approved Supplier Personnel. Supplier shall immediately notify Buyer if, at any time during the performance of the Order, (i) any information related to Supplier Personnel is altered or rendered inaccurate for any reason, or (ii) the need for Access ceases for any of such Supplier Personnel having Access. The need to Access shall automatically cease for any Supplier employees who are terminated, transferred, or otherwise no longer employed by Supplier.

20.4 Supplier or Supplier Personnel’s refusal or failure to meet Buyer’s Access requirements at any time during the performance of the Order may result in Buyer’s refusal to grant Supplier Personnel Access, and Supplier agrees that Buyer shall have the right to deny, and, without notice, terminate Access by Supplier or any of Supplier Personnel in whole or in part. Inability of Supplier to comply with the requirements of this provision shall not excuse Supplier from performing the Agreement and/or Order and shall not constitute an “Excusable Delay” as set forth in the Section herein entitled “Force Majeure.

20.5 If Supplier is an individual, Supplier acknowledges that he/she is not an employee of Buyer or Buyer Affiliate and is not entitled to the rights and benefits of a Buyer or Buyer Affiliate employee including, but not limited to, participation in pension, savings, health care and other employee benefit plans and arrangements. If Supplier is a company or other entity, it acknowledges that Supplier Personnel are not Buyer or Buyer Affiliate employees and are not entitled to the rights and benefits of a Buyer or Buyer Affiliate employee including, but not limited to, participation in pension, savings, health care and other employee benefit plans and arrangements.

20.6 Supplier acknowledges and agrees that any breach of this Section may result in a violation of law for which Buyer, Supplier, and/or Supplier Personnel may be liable. At Buyer’s request, in advance of any request or grant of Access and at any other time, Supplier will provide Buyer (i) written certification, in a form provided by Buyer, that the Access requirements have been met, and/or (ii) documentation to verify the methodology, process and results relied upon by Supplier to comply with the Access requirements. The current certification form is available at the OTIS Supplier Site.

# 21. Compliance with Laws

21.1 Supplier shall comply with all national, federal, state, provincial, and local laws, ordinances, rules, and regulations applicable to the performance of the Order, except to the extent inconsistent with U.S. antiboycott laws, including (i) the manufacture or provisioning of Goods and the supply of Services, (ii) the shipping of Goods and (iii) the configuration or content of Goods and/or Services for the use intended by Buyer (collectively, “Laws”). Supplier agrees to cooperate with and support Buyer’s and Buyer’s Customers’ efforts to comply with all Laws, and utilize the tools and systems provided by Buyer to ensure such compliance.

21.2 Supplier shall, at the earliest practicable time, notify Buyer in writing if Supplier is subject to any federal, state, or foreign government criminal proceeding alleging fraud or corrupt practices, once initiated by the filing of a formal charging document in a court of law; and further notify Buyer of any subsequent felony convictions or deferred prosecution agreement(s) related to the foregoing.

21.3 Supplier agrees to comply with Buyer’s environmental, health and safety standards, requirements and restrictions during Supplier’s performance hereunder and when at Buyer’s jobsites, including, without limitation, adhering to Buyer’s safety instructions, notifying Buyer prior to the commencement of work and providing Buyer with any test reports or results related to Goods and/or Services, as applicable.

21.4 Supplier shall comply with laws relating to data privacy, the protection of personal information or data, and the cross-border transfer of personal information or data and shall be responsible for providing any notice required by law to the data subjects whose personal data it provides to Buyer.

21.5 Supplier represents that it shall not furnish to Buyer Goods or separately-identifiable items or components of Goods that (i) are an unauthorized copy or substitute of an original equipment manufacturer or original component manufacturer (collectively, "OEM") item; (ii) are not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture; (iii) do not contain proper external or internal materials or components required by the OEM or are not constructed in accordance with OEM design; (iv) have been re-worked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OEM design but are represented as OEM authentic or as new; (v) have not passed successfully all OEM required testing, verification, screening, and quality control processes, or (vi) are otherwise counterfeit. Such counterfeit goods shall be deemed non-conforming, and Supplier shall disclose the source of the counterfeit good to Buyer and cooperate with Buyer with respect to any investigations or remedial actions undertaken by Buyer.

21.6 Supplier shall provide to Buyer, upon Buyer's reasonable request, the identity of its suppliers and/or the location of manufacture of the Goods or any subcomponents of the Goods, or provision of Services, as applicable, to confirm compliance with legal and regulatory requirements, the Agreement, the Order and/or these Terms and Conditions.

# 22. Conflict Minerals

Supplier recognizes, consistent with the public policy underlying enactment of the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”), the significant legal and non-legal risks associated with sourcing tin, tantalum, tungsten and gold (the “Conflict Minerals”) from the Democratic Republic of the Congo and adjoining countries (“DRC countries”). Accordingly, Supplier commits to comply with Section 1502 of the Act and its implementing regulations; to the extent Supplier is not a “Registrant” as defined in the Act, Supplier shall comply with Section 1502 of the Act and its implementation regulations except for the filing requirements. In particular, Supplier commits to have in place a supply chain policy and processes to undertake (i) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into products it provides Buyer; (ii) due diligence of its supply chain, following a nationally or internationally recognized due diligence framework, as necessary, to determine if Conflict Minerals sourced from the DRC countries directly or indirectly support unlawful conflict there, and (iii) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures. Supplier shall take all other measures as are necessary to comply with Section 1502 of the Act and its implementing regulations, including any amendments thereto.

# 23. Global Chemical Regulations and Materials of Concern

23.1 To the extent the Goods contain, or the manufacturing processes for the Goods use, chemical substances subject to Global Chemical Regulations or Materials of Concern (“MOC”), as defined below, Supplier shall:

23.1.1 Comply with all applicable Laws in any jurisdiction in which the Goods are manufactured, produced, sold, and/or delivered (the “Global Chemical Regulations”), including but not limited to any: (i) registration, notification, authorization, restriction, or ban obligations, and (ii) hazard classification, labeling, packaging, Safety Data Sheet (“SDS”), or safe use compliance and communication obligations.

23.1.2 Cooperate with Buyer’s efforts to comply with Global Chemical Regulations and applicable customer requirements and to develop products and manufacturing processes that minimize risk to human health and the environment. Such cooperation includes, but is not limited to: (i) investigating and communicating to Buyer the nature and extent of any MOCs contained in the Goods or in the processes used to manufacture, assemble, use, maintain, or repair any Goods;

(ii) providing all reasonably necessary documentation to verify the material composition, on a substance by substance basis, including quantity of each MOC contained in any Goods; (iii) providing Buyer with safe use communications and safety data sheets; (iv) promptly responding to Buyer’s requests for information, in the form requested by Buyer, regarding MOC used or intended to be used in connection with the Goods and related regulatory controls such as use restrictions and permit and authorization requirements; (v) upon request, cooperating with efforts to obtain necessary regulatory approval(s), including, but not limited to, registrations and authorizations for the continued sale to and use of Goods by Buyer; and (vi) using the tools and forms provided by Buyer through the OTIS Supplier Site, or other means.

For purposes of this Section, “MOC” means substances that are (i) subject to Applicable Law or are substances of concern to Buyer or Buyer’s customer, and (ii) identified by Buyer in a Materials of Concern list published on the OTIS Supplier Site or provided through other means.

# 24. Compliance Covenants

24.1 Supplier has not offered or given and shall not offer or give anything of value (in the form of entertainment, gifts, gratuities or otherwise) to Buyer's employees or representatives for the purpose of obtaining the Order or favorable treatment under the Order. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Supplier.

24.2 Supplier represents and warrants that it has not made, nor will it make, or offer to make any political contributions, or pay, or offer to pay any fees or commissions in connection with these Terms and Conditions, the Agreement or any Order.

24.3 Supplier hereby further agrees that:

24.3.1 Supplier shall avoid and refrain from all activities that would place Supplier in a position where its judgment in its service on behalf of Buyer may, or may appear to, be biased or where Supplier could obtain, or appear to obtain, an unfair competitive advantage (all referred to as “Conflicts of Interest”);

24.3.2 Neither Supplier nor, where applicable, any individuals used by the Supplier in the performance of the Services hereunder, is subject to post-employment or similar “revolving door” restrictions imposed under rules established by any government, including the U.S. Government, that might prohibit or impact the effective performance of the Services for or on behalf of Buyer; and

24.3.3 If Supplier is required to register with a federal, state or local authority due to Supplier’s status under any such law (e.g. – lobbyist status), Supplier shall provide a copy of the registration and any report submitted to the authority related to the Services to Buyer.

# 25. Supplier Code of Conduct

Supplier shall adopt and comply with a code of conduct or policy statement regarding business conduct, ethics and compliance that satisfies, at a minimum, the principles and expectations set forth in the OTIS Supplier Code of Conduct available at the OTIS Supplier Site (“Supplier Code of Conduct”). Supplier shall have management systems, tools and processes in place that (i) ensure compliance with applicable laws and regulations and the requirements set forth in the Supplier Code of Conduct; (ii) promote an awareness of and commitment to ethical business practices, including, without limitation, the expectations set forth in the Supplier Code of Conduct; (iii) facilitate the timely discovery, investigation (including cooperation with any Buyer initiated investigation involving Supplier), disclosure (to Buyer and others as appropriate) and implementation of corrective actions for violations of law, regulations, this Agreement, an Order, or the expectations set forth in the Supplier Code of Conduct; and (iv) provide training to its employees on compliance requirements, including the expectations set forth in the Supplier Code of Conduct.

# 26. International Trade Compliance

26.1 Compliance with International Trade Compliance (“ITC”) Laws. Supplier shall comply with all ITC Laws.

26.2 Denied Party Screening. Supplier shall not engage any Supplier Personnel who is ineligible to perform hereunder because of any embargo, sanction, debarment, or designation as a Specially Designated National (“SDN”) or a denied party, as maintained by the U.S. government or any applicable non-U.S. government or union of states (e.g. European Union). In furtherance of the foregoing, Supplier shall perform denied party screenings on Supplier Personnel and promptly notify Buyer in writing if any such Supplier Personnel has been identified as ineligible because of the reasons listed above. Supplier shall (i) no less frequently than quarterly, conduct re-screenings on all Supplier Personnel, (ii) maintain records of screenings for a period of five years following completion thereof and (iii) make such records available to Buyer upon request. Supplier shall ensure that subcontractors performing under this Agreement also comply with these denied party screening requirements.

26.3 Export Licensing. If any Order requires either Party to obtain government-approved export authorization to facilitate activities and obligations set forth under such Order, the Parties shall mutually exercise reasonable efforts to support the preparation and management of the authorization in full compliance with applicable ITC Laws. The Parties shall respond to requests for supporting documentation, including clarifying questionnaires and any other requested information necessary to secure government authorization. Each Party, as applicable, shall be individually responsible for obtaining required documentation or other information from any third party required by such Party to perform its obligations under an Order. Upon request, the Parties shall exchange copies of all government export authorizations related to the Technical Data, Goods or Services, and all provisions, conditions, limitations, or information relating to the authorization. Each Party, as applicable, shall be individually responsible for compliance with all government export authorizations, including without limitation ensuring that all export-related paperwork and documentation are properly completed and timely filed.

26.4 Export and Import Classification; Registration. Where known, or where Supplier is the design authority for the Technical Data, Goods or Services that are subject to this Agreement, Supplier shall provide Buyer with (i) the applicable Harmonized Tariff Schedule Number, (ii) either (a) the United States Munitions List ("USML") category of such Technical Data, Goods, or Services that are controlled by the ITAR, or (b) the Export Control Classification Number ("ECCN") of such Technical Data, Goods or Services that are controlled by the EAR, including the ECCN of components comprising the Technical Data and/or Goods if such classification differs from the ECCN of the Technical Data and/or Goods, and (iii) any analogous classification under any other applicable law. If, under any Order, Supplier will engage in any manufacturing or exporting of USML items, or the provision of defense services (as defined in 22 C.F.R. § 120.9), Supplier shall maintain registration with the Directorate of Defense Trade Controls ("DDTC") as may be required by 22 C.F.R. Part 122 of the ITAR. Upon request, Supplier shall provide Buyer annually with its DDTC registration expiration date.

26.5 Brokering. Supplier acknowledges that it shall not engage in “brokering activity” as that term is defined in 22 C.F.R. § 129.2 in conjunction with activity authorized pursuant to this Agreement.

26.6 Technical Data Transfer. Supplier shall not export, re-export, transfer, disclose or otherwise provide physical or electronic access to Technical Data to any person (including unauthorized third-party IT service providers) not authorized to receive Technical Data under existing ITC Laws and/or export authorization, or modify or divert such Technical Data to any military application or other end-use prohibited by applicable ITC Laws. Supplier shall develop and implement IT security procedures which ensure that Technical Data is accessible only by authorized persons. Any subcontracts for the manufacture of Goods, provision of Technical Data, or the provision of Services shall contain all the limitations of this Section and shall require compliance with all applicable export licenses or authorizations.

26.7 Destruction of Technical Data, Controlled Goods & Controlled Buyer Items. Upon completion of performance under an Order, and expiration of recordkeeping obligations under this Agreement, Supplier and subcontractors shall destroy or return to Buyer all Technical Data, all controlled Goods, and controlled Buyer Items, as instructed by Buyer. With respect to Technical Data, destruction applies to both physical copies and electronic copies, which must be permanently deleted from all IT systems, and include archived copies. Destruction of Technical Data must preclude its use in full or partial form (e.g., shredding, burning, etc.). With respect to controlled Goods and controlled Buyer Items, destruction applies to controlled Goods and controlled Buyer Items in both serviceable and unserviceable condition. Destruction of the foregoing must render such items useless beyond repair, rehabilitation and restoration, destroying any capabilities, recognition characteristics and unique identifiers (e.g., cutting, crushing, tearing, mangling, shredding, melting, burning, scrapping, etc.).

26.8 Required Notices. Supplier shall promptly notify Buyer if it becomes aware of any failure by Supplier or its subcontractors to comply with this Section and shall cooperate fully with Buyer in any investigation of such failure to comply. Supplier shall also promptly notify Buyer of any name change, address change or change in ownership or control of Supplier. If the change in ownership or control of Supplier involves a country designated under ITAR Section 126.1 or EAR Part 740, Supp. No. 1, Country Group D:5, E:1, E:2, Supplier shall notify Buyer at least 60 days prior to the change.

26.9 Technology Control Plan. When the terms of this Agreement require access to or possession of Technical Data controlled under the ITAR or at an Anti-Terrorism level or higher under the EAR, or the equivalent level of controls under applicable and governing non-U.S. export regulations, Supplier shall create and follow a Technology Control Plan (“TCP”) that, at a minimum, incorporates the following elements: (i) facility security; (ii) international trade compliance training program; (iii) information technology security; (iv) record keeping requirements; (v) denied party screening as defined in this Section; and (vi) personnel oversight (including oversight of Supplier Personnel who are non-U.S. persons and/or dual/third country nationals, and visitor management). Supplier shall make a signed copy of the TCP available to Buyer within 30 days of request.

26.10 Transactions between Pratt & Whitney Canada (“P&WC”) and Supplier. Notwithstanding any other provision in the Agreement or the Order, no Technical Data, or Goods or Services controlled by the ITAR shall be transferred to P&WC without its prior written consent.

26.11 Country of Origin.

26.11.1 “Country of Origin” shall mean either the country where a Good is wholly obtained or, when two or more countries are involved in the production of a Good, the country where the last substantial transformation was carried out. The Supplier shall identify the Country of Origin of all Goods on the commercial invoice or pro forma invoice accompanying the shipment, and in any other format as Buyer may direct, including but not limited to, electronic, and/or scan-readable format. Where the Supplier is not the manufacturer of the Good, it shall obtain the Country of Origin from the manufacturer of such Good.

26.11.2 Country of Origin Marking. Supplier shall mark all Goods with the English name of the Country of Origin in accordance with the local laws of the destination country. Where the Good is exempt from the Country of Origin marking requirements of the destination country or no such markings are otherwise required, Supplier shall mark the container of such Good with the name of the Country of Origin of the Good.

26.11.3 Preferential Treatment. Upon Buyer’s request, Supplier shall provide, or assist in obtaining from its subcontractors, certificates of origin, declarations, and/or affidavits necessary to support Buyer’s claims for duty-free or preferential duty treatment under international agreements, multi-lateral or bilateral free trade agreements, or other preferential tariff programs (e.g. Agreement on Trade in Civil Aircraft, Free Trade Agreements, Goods Returned, Generalized System of Preferences, etc.) (“Preferential Treatment”). Supplier shall maintain all records and make available to Buyer all documentation for duty free or preferential duty treatment for five years after the date on which the aforementioned documentation was provided to Buyer as support for Buyer’s Preferential Treatment claim.

26.12 Importer Security Filing. For all ocean shipments of Goods to Buyer, destined or passing through a U.S. port, Supplier shall provide Buyer or Buyer’s designated agent with accurate “Data Elements” for the U.S. Importer Security Filing regulation (the “ISF Rule”) to ensure Buyer or Buyer’s designated agent has sufficient opportunity to comply with its filing obligations. Supplier further agrees to comply with or assist Buyer or Buyer’s designated agent to comply with other manifest regulations based on the jurisdictional of the shipping destination.

26.13 Duty Drawback. Supplier agrees to assign to Buyer any and all of Supplier's U.S. Customs duty drawback rights and duty drawback rights obtained from subcontractors related to the Goods furnished hereunder in order for Buyer to seek duty drawback. Supplier agrees to inform Buyer of the existence of such duty drawback rights of which Supplier becomes aware. Supplier agrees to furnish upon request documents, records, and other supporting information that Buyer reasonably requires, including, but not limited to, proof of importation, duties paid and other documentation, including a signed U.S. Customs Form 7552 (Certificates of Manufacture and Delivery). Supplier further agrees to provide such assistance to Buyer as requested in connection with the recovery of said import duties.

26.14 Supply Chain Security Programs. Suppliers and its subcontractors who either ship directly or package Goods for shipment shall participate in, or comply with all requirements of SAFE Framework security programs of the destination country (e.g. Customs Trade Partnership Against Terrorism (C-TPAT), Authorised Economic Operator (AEO), or similar programs).

26.15 Customs Documentation. Supplier shall provide complete and accurate customs documentation, including without limitation, documentation required for customs clearance, HS classification, valuation, origin, preferential treatment, duty drawback and other terms, as required.

26.16 Customs Clearance. For any Order that includes customs clearance services, such services shall be quoted and charged at a fixed sum and performed by Supplier as the importer of record. In no event shall an Order that includes customs clearance services allow or provide for contingent or success fees.

26.17 Anti-Dumping/Countervailing Duties. Supplier shall inform Buyer of any applicable anti-dumping or countervailing duty, investigation and/or orders, and shall provide Buyer any documentation necessary to establish, where applicable, that imported Goods are outside the scope of the orders. Supplier warrants that all sales made hereunder are or will be made at not less than fair value under the United States anti-dumping laws, and Supplier will indemnify, defend and hold Buyer harmless from and against any costs or expenses (including but not limited to any antidumping duties which may be imposed), arising out of or in connection with any breach of this warranty.

# 27. Offset

27.1 Buyer may use all or any part of the value of the Order, including the value of any subcontracts placed by Supplier for the Order, for satisfying international offset obligations of Buyer, Buyer's Affiliates, or any entity that Buyer transfers such value to. Supplier may use the offset credit generated by the Order or the subcontracting of the Order only upon Buyer's written approval.

27.2 Supplier shall support Buyer in meeting Buyer's offset requirements in proportion to the value of the Goods and/or Services supplied by Supplier to the value of the end item sold by Buyer into the particular country.

27.3 Upon Buyer's request Supplier shall (i) report all subcontract sources outside the United States utilized in the fulfillment of the Order, including the name and location of each such source, amounts paid and committed thereto and identification of the Goods or Services procured, and (ii) require its subcontractors, including those at all lower tiers, to maintain records of the above information.

# 28. Assignment

Any assignment by Supplier of the Order, in whole or in part, without Buyer's prior written consent shall be null and void, and shall constitute a material breach of the Order.

# 29. Subcontracting

29.1 Any subcontracting by Supplier of all or substantially all of its responsibilities or obligations hereunder requires Buyer's prior written consent.

29.2 Any such subcontracting by Supplier of its responsibilities or obligations hereunder, without Buyer's prior written consent, shall be wholly void, invalid and totally ineffective for all purposes. In the case of any subcontracting or approved delegation of any of its responsibilities or obligations hereunder, Supplier shall perform all supply management activities that are necessary for the on-time delivery of Goods and/or Services conforming to the requirements set forth herein. Supplier shall be solely and fully responsible for monitoring said suppliers under all provisions of the applicable subcontracts, and for ensuring that each of its suppliers complies with the requirements set forth herein. Supplier shall remain fully liable to Buyer for, and shall be Buyer's sole point of contact for, all aspects of proper performance of the Order, regardless of (i) any subcontracting, (ii) Buyer approval of the subcontractors, or (iii) Supplier's failure to ensure the relevant subcontracts contain provisions that comply in substance with the requirements set forth herein.

# 30. Change in Control or Grant of Security Interest

30.1 For purposes of this Section:

“Change in Control” means and is deemed to have occurred if there is (a) a change in the beneficial ownership of Supplier, either directly or indirectly, of twenty-five percent (25%) or more; (b) any change, of any amount, in the beneficial ownership of Supplier, either directly or indirectly, which involves a direct or indirect competitor of Buyer; (c) a sale, lease, exchange, transfer or other disposition, directly or indirectly, of substantially all of either (i) the assets of Supplier or (ii) the assets Supplier uses to perform its obligations under an Order or Agreement; or (d) the entry by Supplier or its Affiliate into any agreement contemplating any of the foregoing transactions.

“Security Interest” means an interest in the assets of Supplier by any third party or parties, collectively, that accounts for a value equal to twenty-five percent (25%) or more of the Supplier’s total assets, including without limitation, real property and the tangible or intangible personal property of the Supplier (including but not limited to interest in Supplier’s tooling, fixtures, receivables and intellectual property rights).

30.2 Prior to a potential Change in Control of Supplier or grant of such a Security Interest by Supplier and at least ninety (90) days prior to the proposed effectiveness of such Change in Control or grant of Security Interest, Supplier will promptly notify Buyer in writing thereof (including the identity of and reasonable information regarding the potential third party or parties) and obtain Buyer’s written consent prior to the effectiveness of such Change of Control or grant of Security Interest, consistent with applicable law and confidentiality restrictions. As a condition of granting such consent, Buyer shall have the right to (i) require Supplier to obtain a guarantee from the new controlling party or secured party or other adequate assurances of performance, as applicable, and (ii) extend the Term of this Agreement for up to an additional thirty six (36) months, under the pricing and other terms and conditions contained herein, by providing written notice thereof to Supplier. In the event such consent is not sought or obtained in accordance with the terms hereof, Buyer shall have, in addition to the rights described above, the right to terminate the Order (including the Agreement), or any portion thereof, for default without a right to cure and without any liability or obligation whatsoever to Supplier for the portion terminated and Buyer’s rights and remedies as set forth in the Section hereof entitled “Termination for Default” shall apply.

30.3 In addition, in the event Buyer grants its consent to a Change of Control or grant of Security Interest, Buyer shall have one hundred and eighty (180) days following its receipt of notice of the foregoing or the effective date thereof, whichever is later, to inform Supplier, upon thirty (30) days advance written notice, of Buyer’s intention to terminate the Order (including the Agreement), or any portion thereof, with Buyer's only obligation to pay for those conforming Goods and Services actually received prior to the expiration of such thirty (30) day period. If Buyer chooses to terminate the Order or Agreement under this Section and the remaining Term is in excess of six (6) months, Supplier shall, at no additional charge to Buyer, (a) provide Buyer with unrestricted access to all information, data, know-how, and other Intellectual Property, including proprietary and manufacturing information, utilized by Supplier and necessary for the production of the Goods, (b) deliver or have unrestricted access to that tooling and test equipment necessary to make or have made the Goods, and (c) provide to Buyer a worldwide, perpetual, non-exclusive, fully paid, irrevocable, license, with a right to grant sublicenses, to Supplier’s information, data, know-how, and other Intellectual Property, including proprietary and manufacturing information, to the extent necessary, to enable Buyer to make, have made, use, sell and license the Goods; and assist and compensate Buyer for the costs associated with transitioning to another supplier or Buyer assuming the production of the Goods itself, protecting the tooling and other equipment necessary for production of the Goods, and taking other reasonable steps to ensure the Goods are produced without interruption according to Buyer’s Specifications.

# 31. Stop Work Order

Buyer may, from time to time, require Supplier to stop all or any portion of the work called for by the Order for a period of up to 120 days at each such time, or such longer period of time as may be required by Buyer’s Customers ("Stop Work Period"). Upon receipt of written notice detailing the length and scope of the Stop Work Period, Supplier shall immediately comply with its terms at no charge. Within the Stop Work Period, Buyer may either: (i) cancel the stop-work order and Supplier shall resume work; or (ii) terminate the work covered by the stop-work order, for default or convenience, as the context requires, in accordance with the provisions of the Order. If Buyer has not exercised its rights set forth in either (i) or (ii) above prior to the expiration of the Stop Work Period, then at least 30 days prior to said expiration, Supplier shall notify Buyer of its intent to resume work under the applicable Order and shall obtain Buyer's written consent prior to resuming work.

# 32. Force Majeure

32.1 Supplier shall be liable for any failure or delay in performance in connection with the Order, except where such failure or delay results from causes that are, at one and the same time, unforeseeable, unavoidable, outside of its control and without its fault or negligence, provided Supplier gives Buyer, within 3 days of Supplier's learning of such cause, written notice to the effect that a failure or delay by Supplier will occur or has occurred (an "Excusable Delay"). If a failure or delay in performance is caused by an event affecting any of Supplier's suppliers, such failure or delay shall not be excusable unless such event is an Excusable Delay as defined above and the good or service to be provided by such supplier is not obtainable by Supplier from other sources in time for timely delivery of the Goods to Buyer. Buyer may cancel without liability to Supplier its purchase of any Goods affected by Supplier's failure or delay in performance and, if the delay is expected to last for a period that could impact deliveries to Buyer's Customers, Buyer may cancel, without liability, any portion of or the entire Order.

32.2 Buyer shall be excused for any failure or delay in performance due to any cause beyond its reasonable control, including any cause attributable to Buyer's Customers.

# 33. Duty to Proceed

Supplier shall proceed diligently with the performance of this Agreement. Except as expressly authorized in writing by Buyer, no failure of Supplier and Buyer to reach any agreement regarding a dispute related to this Agreement or any Order shall excuse Supplier from proceeding.

# 34. Assurance of Performance

Promptly upon Buyer’s request, Supplier shall provide financial information to Buyer, including profit & loss, balance sheet and cash flow statements and loan documents. At any time, if Buyer, in its reasonable discretion, believes that Supplier may not have the ability, for any reason, to continue performing the Order or Agreement, including, without limitation, any material change to Supplier’s financial condition, balance sheet, or its credit or similar rating, Buyer may request and Supplier shall provide written adequate assurances from Supplier of its ability, desire and intent to continue performing. Buyer will specify the nature of its concerns, and Supplier will provide Buyer with documents, financial data, or other information needed to satisfy Buyer’s concerns including, but not limited to, audited financial statements including monthly profit & loss, balance sheet and cash flow, bank statements, accounts payable aging, profitability by part number including capital / productivity improvements. Further, Supplier will immediately notify Buyer in the event Supplier believes it may be unable to pay its debts when due or there is a material change in Supplier’s financial position, balance sheet or its credit or similar rating. In the event either or both Parties have concern about Supplier’s ability to continue its performance, the Parties will coordinate to ensure that Buyer receives Goods and/or Services without interruption in accordance with the Order or Agreement. In particular, Supplier will assist and compensate Buyer for the costs associated with transitioning to another supplier, Buyer assuming the production of the Goods and/or performance of the Services itself, protecting the tooling and other equipment necessary for production of the Goods and/or performance of the Services, and taking other reasonable steps to ensure the Goods are produced and/or Services performed without interruption according to Buyer’s Specifications. Buyer shall also have the right to require Supplier to (i) obtain a guarantee from a controlling party of, or a secured party to, Supplier, if applicable, and (ii) implement remedial actions directed by Buyer to improve Supplier’s performance under the Order or Agreement.

# 35. Setoff

Buyer and its Affiliates may withhold, deduct and/or set off all money due, or which may become due to Supplier arising out of Supplier's performance under the Order or any other transaction with Buyer or its Affiliates.

# 36. Governing Law and Forum

36.1 The Agreement and any Order shall be interpreted in accordance with the plain English meaning of its terms and the construction thereof shall be governed by the laws in force in the State of New York, USA without regard to conflicts of law principles, except that Sections 5-1401 and 5-1402 of the New York General Obligations law will apply and except that the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980, as amended to date, will not apply. Buyer may, but is not obligated to, bring any action or claim relating to or arising out of the Order in the appropriate court in Connecticut, and Supplier hereby irrevocably consents to personal jurisdiction and venue in any such court, hereby appointing the pertinent Secretary of State or other applicable government authority as agent for receiving service of process. If Supplier or any of its property is entitled to immunity from legal action on the grounds of sovereignty or otherwise, Supplier hereby waives and agrees not to plead such immunity in any legal action arising out of an Order or the Agreement.

36.2 Any action or claim by Supplier with respect hereto shall also be brought in Connecticut, if Buyer so elects. Accordingly, Supplier shall give written notice to Buyer of any such intended action or claim, including the intended venue thereof, and shall not commence such action or claim outside of such jurisdiction if Buyer, within 30 days from receipt thereof, makes its election as aforesaid. If Buyer and Supplier mutually agree to participate in alternative dispute resolution, Supplier agrees that all alternative dispute resolution proceedings shall take place in New York.

# 37. Dispute Resolution

37.1 Except as provided below, prior to a Party initiating a formal legal proceeding relating to a dispute under an Order, that Party must provide the other with a written request for dispute resolution. Each Party shall, within 5 calendar days after such written request is received, designate a representative who will be responsible for negotiating, in good faith, a resolution of the dispute. Should the representatives fail to reach agreement within 30 calendar days of receipt of the request, vice presidents of each Party shall attempt to resolve the issue within 60 calendar days of receipt of such written request.

37.2 Either Party may (i) resort to a formal legal proceeding for equitable relief at any time and (ii) institute litigation in order to avoid the expiration of any applicable limitations period or to preserve a superior position with respect to other creditors.

37.3 The dispute resolution procedures set forth herein do not supersede, delay or otherwise affect any rights of termination that are expressly set forth in these Terms and Conditions.

# 38. Orders under U.S. Government Contracts

For Orders issued under contracts between Buyer and the U.S. Government or subcontracts at any tier under U.S. Government contracts, the provisions of the version of "**U.S. Government Provisions and Clauses for Orders Under U.S. Government Contracts"** in effect on the date of the particular Order shall apply. These provisions are made available on the Internet at the OTIS Supplier Site

# 39. Diversity

For work performed in the United States under Orders placed by U.S. Buyers, Supplier shall exercise reasonable commercial efforts to use Diverse Business Enterprises (“DBEs”), as such term is more particularly defined at the OTIS Supplier Site. The overall target (i.e., dollar value, percentage of purchases, etc.) for purchases made from DBEs may be set forth in the Order.

# 40. News Releases, Publicity and Other Disclosures

Supplier shall not make or authorize any news release, advertisement, or other disclosure that relates to this Agreement or the Order or the relationship between Buyer and Supplier, deny or confirm the existence of the Agreement or the Order or make use of Buyer's name or logo without the prior written consent of Buyer.

# 41. Delays

Whenever there is an actual delay or threat to delay the timely performance of the Order, Supplier shall immediately notify Buyer in writing of the probable length of any anticipated delay and take, and pay for, all activity to mitigate the potential impact of any such delay.

# 42. Remedies

Supplier shall be liable for any costs, expenses and damages incurred by Buyer related to or arising from Supplier’s acts or omissions under this Agreement. Except as expressly provided herein, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the Parties may have at law or in equity.

# 43. Partial Invalidity

If in any instance any provision of this Agreement or Order shall be determined to be invalid or unenforceable under any applicable law by any competent court or arbitration tribunal, such provision shall be ineffective only to the extent of such prohibition or unenforceability. The remaining provisions shall be given effect in accordance with their terms unless the purposes of the Agreement or Order can no longer be preserved by doing so. The provision declared invalid or unenforceable shall be deemed to be restated to reflect as nearly as possible the meaning and essence of such provision without rendering such amended provision invalid or unenforceable, to the extent permissible by applicable law.

# 44. Survival

All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of this Agreement or any Order, including but not limited to warranties, indemnifications, intellectual property (including rights to and protection of Intellectual Property and Proprietary Information), and product support obligations shall survive the expiration or termination of this Agreement or any Order.

# 45. No Waiver

No failure of any Party to exercise any right under, or to require compliance with, the Agreement or Order, or knowledge of past performance at variance with the Agreement or Order, shall constitute a waiver by such Party of its rights hereunder. No concession, latitude or waiver allowed by either Party to the other at any time shall be deemed a concession, latitude or waiver with respect to any rights unless and only to the extent expressly stated in writing, nor shall it prevent such Party from enforcing any rights in the future under similar circumstances.

# 46. Relationship of the Parties

The relationship between Supplier and Buyer will be that of independent contractors and not that of principal and agent, nor that of legal partners. Neither Party will represent itself as the agent or legal partner of the other Party nor perform any action that might result in other persons believing that it has any authority to bind or enter into commitments on behalf of the other.

# 47. Captions

The captions, headings, section numbers, and table of contents appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

# 48. Interpretation

This Agreement shall be construed as if drafted jointly by the parties and no provision in this Agreement shall be interpreted for or against any party because that party or that party’s legal representative drafted the provision.

# 49. No Conflicts

None of the provisions of this Agreement or the Order, nor the Supplier’s performance hereof contravenes or is in conflict with any law, judgment, decree, order, or regulation of any governmental authority, or with any obligations owed to any other entity to which the Supplier or any others used by the Supplier are subject.

# 50. Order of Precedence

The order of precedence provision in an Agreement, if any, shall prevail over this Section.

If there are any inconsistencies or conflicts in the provisions applicable to the Order, precedence shall be given in the following descending order: (i) the face sheets of the Order including the price, price adjustment terms, specifications, shipping, quality requirements, drawings, work statements, and modifications to the Agreement and/or these Terms and Conditions that specifically reference the section being modified; (ii) regarding product support obligations, the terms of any product support agreement entered into by the Parties; (iii) terms of the Agreement under which the Order is issued; and (iv) these Terms and Conditions.



**Standard Terms and Conditions of Purchase**

**Indirect**

December 1, 2019

OTIS

1 Carrier Place, Farmington, CT 06032

**ERMS AND CONDITIO**

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# 1. Definitions

1.1 "Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is owned by, controlled by or under common ownership or control with such entity.

1.2 "Agreement" means the master terms agreement, long term agreement, subcontract, or other agreement that references these Terms and Conditions, and pursuant to which

Orders are issued to Supplier.

1.3 "Buyer" means OTIS or the Affiliate thereof that issues an Order referencing the Agreement and/or these Terms and Conditions.

1.4 “Buyer Personal Information” shall mean any information or data provided (directly or indirectly) or made accessible to Supplier or its agents, representatives, or subcontractors in connection with the Agreement, any Order and the transactions thereunder that relate to any identified or identifiable natural person, or, to the extent of a conflict with applicable law, that is subject to any laws relating to data privacy, the protection of personal information or data, and the cross-border transfer of personal information or data.

1.5 "Buyer's Customer" means the ultimate owner, lessee, or operator of the Goods and/or

Services and includes the purchaser of an end product incorporating the Goods and/or

Services provided by Supplier under the Order.

1.6 “Data Privacy Laws” shall mean applicable national, federal, state, and provincial laws relating to data privacy, the protection of personal information or data, and the crossborder transfer of personal information or data.

1.7 "Delivery Date" means the date of delivery for Goods and/or Services as specified in an

Order and/or by the Delivery System.

1.8 "Delivery System" means Buyer's computer-based, web-enabled delivery scheduling system or, alternatively, other paper-based communication system.

1.9 “Derived Technical Data” means information that is (i) of non-U.S. origin but subject to

U.S. jurisdiction, and (ii) in any form necessary for the design, development, production, operation, modification or maintenance of Goods or Services, as set forth in applicable

ITC Laws. Derived Technical Data can include, but is not limited to, drawings, specifications, or operation sheets that contain U.S.-origin data or that were developed using U.S.-origin data.

1.10 "Facilities" means Buyer’s facilities or the facilities of Buyer’s Customers.

1.11 "Goods" means goods, parts, supplies, software, technology, drawings, data, reports, manuals, other specified documentation, or items that are required to be delivered pursuant to, or in connection with, an Order, and where the context requires such Services as are necessary and incidental to the delivery of Goods under any Order. For clarity, changes made by Buyer to the part numbers and/or other description of the Goods as a result of a change under the Changes clause of these Terms and Conditions will continue to be Goods.

1.12 "Intellectual Property" means all inventions, patents, software, copyrights, mask works, industrial property rights, trademarks, trade secrets, know-how, proprietary information and rights and information of a similar nature. Such information includes, without limitation, designs, processes, drawings, prints, specifications, reports, data, technical information, and instructions.

1.13 “ITC Laws” mean the import, customs, export control, sanctions and U.S. anti- boycott laws, regulations, and orders applicable at the time of the import, export, re-export, transfer, disclosure, or provision of Technical Data, Goods or Services including, without limitation, the (i) Export Administration Regulations ("EAR") administered by the Bureau of Industry and Security, U.S. Department of Commerce, 15 Code of Federal Regulations (C.F.R.) Parts 730-774; (ii) International Traffic in Arms Regulations (the "ITAR") administered by the Directorate of Defense Trade Controls, U.S. Department of State, 22 C.F.R. Parts 120-130; (iii) Foreign Assets Control Regulations and associated Executive Orders administered by the Office of Foreign Assets Control, U.S. Department of the Treasury, 31 C.F.R. Parts 500-598; (iv) Internal Revenue Code, 26 U.S.C. § 999, enforced by the U.S. Department of Treasury; (v) International Emergency Economic Powers Act (“IEEPA”), 50 U.S.C., § 1701 et. Seq.; (vi) Customs regulations administered by U.S. Customs and Border Protection, 19 United States Code (U.S.C.) and Title 19 C.F.R.; and (vii) applicable import, customs and export laws and regulations of other countries, except to the extent they are inconsistent with the U.S. laws.

1.14 "Order" means a paper or electronic document sent by Buyer to Supplier, or where provided for in an Agreement, an entry on a Buyer web site, to initiate the ordering of Goods or Services, such as a purchase order, a scheduling agreement, a statement of work or other authorization or Order, and including change notices, supplements or modifications thereto. The phrase "in connection with the Order" includes performance of the Order, performance in anticipation of the Order, and preparation of a bid or proposal for the Order. Where the context permits, the term Order includes Agreement.

1.15 "Party" or "Parties" shall mean Buyer and/or Supplier, individually or collectively, as the context requires.

1.16 “Process” means with respect to OTIS Information, to use, access, manipulate, modify, disclose, store (including backup), transmit, transfer, retain, and dispose of such OTIS

Information.

1.17 “Services” means services (whether or not ancillary to a sale of Goods) described in

Orders, the purchase of which is governed by the terms of this Agreement.

1.18 "Specifications" means all requirements with which Goods and Services and performance hereunder must comply, including, without limitation, as applicable, or its then-current successor, drawings, instructions and standards, on a Buyer web site or elsewhere, as such requirements are specified and/or referenced in Orders, as such requirements are modified from time to time by Buyer.

1.19 ”Supplier” means the legal entity providing Goods and/or Services or otherwise performing work pursuant to an Order.

1.20 “Supplier Personnel” shall mean Supplier’s employees, agents, representatives, subcontractors, subcontractor employees, or any other person used by Supplier in the performance hereof.

1.21 "Systems" means Buyer’s or Buyer’s Customer’s computer based information systems, computer systems, databases and/or files.

1.22 “Technical Data” means information that is necessary for the design, development, production, operation, modification or maintenance of Goods or Services as set forth in applicable ITC Laws. “Technical Data” includes Derived Technical Data.

1.23 “Terms and Conditions” means this document, the OTIS

Standard Terms and Conditions of Purchase, regardless of whether modified or unmodified by the Parties.

1.24 “OTIS Information” means (i) any Proprietary Information and any other data, materials or information owned or managed by Buyer or Buyer’s Affiliates or which Buyer or Buyer’s Affiliates are obligated to manage and/or protect on behalf of others: (a) provided to Supplier by Buyer or Buyer’s Affiliate; or (b) that Supplier collects, Processes, generates or uses for or on behalf of or at the direction of Buyer or Buyer’s Affiliate in providing the Services to Buyer or Buyer’s Affiliate; or (c) collected, Processed, generated, or used by Supplier or Supplier Personnel in providing the Services, including in each case metadata from Buyer’s or Buyer’s Affiliates’ use of the Services and derivatives of any of the foregoing (e.g., aggregations of OTIS Information, profiles of users of the Services, or analysis of the content of Buyer or Buyer’s Affiliate data records or how Buyer or Buyer’s Affiliate uses the Services) and (ii) Buyer Personal Information.

# 2. Scope of Agreement

Supplier's (i) full or partial performance under, or indication thereof, or (ii) acknowledgement of the Order, is acceptance of the Order and all terms and conditions contained in the Order, including these Terms and Conditions. Any terms and conditions proposed in Supplier's offer, acceptance or in any acknowledgment, invoice, or other form of Supplier that add to, vary from, or conflict with the terms herein are hereby rejected.

# 3. Specifications

Supplier shall comply with all Specifications. Supplier shall immediately notify Buyer, in writing, of any failure of the Supplier, the Goods and/or the Services to comply with the

Specifications.

# 4. Payment

If not otherwise specified in the Agreement or face of the applicable Order, payment of invoices issued under any Order shall be due and payable 90 days following Buyer’s receipt thereof, provided (i) the associated Goods and/or Services have been delivered pursuant to Buyer’s delivery requirements and (ii) Buyer’s invoicing requirements have been satisfied (including, without limitation, references to the applicable Order number, description of items, quantities, unit prices, and taxes).

# 5. Delivery

5.1 Supplier shall use the Delivery System and electronic data exchange billing and invoicing systems (collectively, "Buyer Systems") specified by Buyer.

5.2 The delivery information in the Buyer Systems shall establish the Delivery Dates for the

Goods and/or Services. Supplier shall only ship in accordance with the rules established by the Buyer Systems, and shall make use of the bar codes and other documentation generated by the Delivery System.

5.3 Time is of the essence in Supplier's performance of an Order, and Supplier shall deliver

Goods and perform Services by the Delivery Date.

5.4 Shipment shall be to the location directed by Buyer. Invoicing, delivery terms, shipping, packing and waste reduction instructions shall be provided to Supplier through an attachment to, or printing on the face of, the Order, or incorporated into the Order by reference to a web site. In the absence of such instructions, the delivery terms for Goods shall be DDP Buyer’s facility (Incoterms 2010). Title shall pass to Buyer upon receipt of Goods at Buyer's facility or third party drop shipment point.

5.5 Buyer may from time-to-time adjust its delivery schedules, and unless otherwise agreed in writing, such changes in schedule shall not affect the prices of the Goods and/or Services ordered. Buyer may defer payment or return at Supplier’s expense, any Goods and/or Services delivered in advance of the scheduled Delivery Date or in excess of the quantity specified for such items. 5.6 Supplier shall give Buyer at least 180 days prior written notice of the permanent discontinuance of production of items covered by Orders, provided however that compliance with this provision shall in no way relieve the Supplier from its obligations under the Order.

# 6. Inspection, Acceptance and Rejection

6.1 All Goods and/or Services being provided to Buyer’s specifications covered by the Order may be inspected and tested by Buyer or its designee, at all reasonable times and places, including during manufacture. Supplier shall provide, without additional charge, all reasonable facilities and assistance for such inspections and tests.

6.2 Goods and/or Services furnished hereunder shall have zero defects, and Supplier has the obligation to properly inspect such items prior to delivery to Buyer. If any Goods and/or Services covered by the Order are defective or otherwise not in conformity with the requirements of the Order, Buyer may, (i) rescind the Order as to such Goods and/or Services, and rescind the entire Agreement if such defect or non-conformity materially affects Buyer; (ii) accept such Goods and/or Services at an equitable reduction in price; or (iii) reject such Goods and/or Services and require the delivery of replacements. Deliveries of replacements shall be accompanied by a written notice specifying that such Goods and/or Services are replacements. If Supplier fails to deliver required replacements promptly, Buyer may (i) replace, obtain or correct such Goods and/or Services and charge Supplier the cost occasioned Buyer thereby, and/or (ii) terminate the Order for cause.

6.3 Rejected Goods and/or Services may be returned to Supplier at Supplier’s cost.

6.4 Notwithstanding any other provision, in addition to the foregoing, Supplier shall be liable for Buyer's actual costs, expenses and damages related to or arising from nonconforming Goods and/or Services, including but not limited to labor and other costs related to transportation, expediting, removal, disassembly, failure analysis, fault isolation, assembly, reinstallation, reinspection, retrofit, replacement, and any and all other such corrective action costs incurred by Buyer.

# 7. Warranty

7.1 Supplier warrants to Buyer and Buyer's successors, assigns, Buyer's Customers, and users of Goods sold by Buyer that all Goods and/or Services provided under the Order shall be and continue to be: (i) merchantable; (ii) fit for the purpose intended; (iii) new; (iv) free from defects in material and workmanship; (v) free from defects in design if the design is not provided by Buyer; (vi) manufactured in strict accordance and complies with the Specifications; (vii) free from liens or encumbrances on title; and (viii) to the extent the Goods are, or contain, hardware, software, and/or firmware products, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing all times and dates) and are free of viruses and other sources of network corruption (collectively, for this Section, "Warranty"). If the Order requires specific Goods to perform as a system, the foregoing Warranty also shall apply to those Goods as a system. Inspection, test, acceptance or use of Goods and/or Services furnished hereunder shall not affect Supplier’s obligations under this Warranty, and such Warranties shall survive inspection, test, acceptance and use.

7.2 Buyer may require Supplier to promptly repair or replace, at Buyer's option, any Goods which breach the Warranty. Buyer may return ship the Goods on the fastest available commercial carrier at Supplier's expense and risk of loss. Goods returned to Buyer hereunder shall be shipped at Supplier's expense and risk of loss and shall be accompanied by notice stating whether they are new replacements or repaired originals, and shall continue to be covered under this Warranty. Supplier shall conduct intake, review, analysis and any other activity required to evaluate whether the returned Goods are covered by the Warranty at no expense to Buyer.

7.3 Notwithstanding any other provision, in addition to the foregoing, Supplier shall be liable for Buyer's actual costs, expenses and damages related to or arising from Goods and/or

Services not conforming to the Warranty, including but not limited to labor and other costs related to transportation, expediting, removal, disassembly, failure analysis, fault isolation, assembly, reinstallation, reinspection, retrofit, replacement, and any and all other such corrective action costs incurred by Buyer.

7.4 Supplier warrants to Buyer that all Services provided under or in connection with an

Order: (i) have been, if applicable, and will be performed in a professional and workmanlike manner and in accordance with current, sound and highest generally accepted industry standards and practices by appropriately licensed, trained, supervised and personnel who are experienced in the appropriate fields; and (ii) do, if applicable, and will conform to and be in compliance with all applicable Specifications, performance requirements and other requirements contained in the Order (the "Additional Service Warranty"). Suppler agrees that should any of the Services be defectively performed by Supplier, Supplier will re-perform or correct such defective Services at no additional charge. Notwithstanding any other provision, in addition to the foregoing, Supplier shall be liable for Buyer's actual costs, expenses and damages related to or arising from the Services not conforming to the Additional Services Warranty.

7.5 Supplier warrants to Buyer that all documentation and certifications by Supplier or

Supplier’s subcontractors or business partners related to the Goods, Services and

Order, as applicable, are current, complete, truthful, and accurate and have been signed or stamped, as applicable, by individuals authorized and qualified to sign or stamp such documentation and certifications.

7.6 Except for permits and/or licenses required by statute or regulation to be obtained by Buyer, Supplier agrees to obtain and maintain - at its own expense - all permits, licenses and other forms of documentation required by Supplier in order to comply with all existing national, state, provincial or local laws, ordinances, and regulations, or of other governmental agency, which may be applicable to Supplier's performance of work hereunder. Buyer reserves the right to review and approve all applications, permits, and licenses prior to the commencement of any work hereunder.

# 8. Indemnification

Supplier shall indemnify and save harmless Buyer, Buyer's Customers, insurers,

Affiliates and their employees, agents, officers and directors for and from all suits, claims, judgments, awards, losses, damages, costs or expenses (including attorneys' fees) relating to, arising out of, or caused by the performance hereunder, any act or omission of Supplier or any Goods or Services. Supplier's indemnification obligation hereunder covers, without limitation, injuries, sickness, diseases (including occupational disease whenever occurring), or death of Supplier employees.

# 9. Product Support Obligation

Supplier shall maintain, at its expense, the ability to, and shall, provide product support for the Goods and/or Services for 10 years after the last Order is placed by Buyer under this Agreement.

# 10. Taxes

10.1 Unless otherwise stated in this Agreement or the Order, all payments or prices are exclusive of any transactional taxes, including sales and use, value-added, goods and services, or any other taxes, fees or duties ("Taxes") levied in regard to any of the transactions covered by this Agreement or the Order.

10.2 When invoicing, Supplier shall separately state any Taxes that Supplier is required to collect from Buyer and warrants that invoices comply with all requirements, as to content and format, of tax and civil statutes that have jurisdiction over the transaction(s) performed by Supplier.

10.3 Supplier is solely responsible for the fulfillment of its obligations to collect and remit

Taxes collected from Buyer under this Agreement or the Order to the proper tax authorities, as required by law. Any penalties, fees or interest charges, or any other levy imposed by a government authority related to Supplier’s failure to collect or remit any such Taxes shall be borne by Supplier. Buyer is not responsible for any tax based on Supplier’s income, payroll or gross receipts.

10.4 If Buyer is required by law to withhold an amount on account of taxes for which Supplier is responsible, Buyer shall deduct any such withholding from payment to Supplier and provide sufficient supporting documentation to Supplier.

10.5 Supplier shall, upon receipt from any tax authority of any levy, notice, assessment, or withholding of any Taxes for which Buyer may be obligated, notify Buyer in writing at its stipulated address, directed to: Director, Indirect Tax. The Parties shall cooperate in the resolution of disputes pertaining to any Taxes. If Buyer may directly contest any Taxes, then it may do so and, to the extent permitted by law, withhold payment during contest pendency. If Buyer is not so permitted, Supplier shall contest the Taxes as requested by the Buyer.

10.6 Supplier shall deliver electronically by way of the Internet all software of any type, including manuals. Supplier shall separately itemize the prices of electronically delivered software, licenses, fees and Services on invoices. Invoices shall clearly indicate the manner of software delivery by inclusion of the phrase, "software delivered electronically to the customer via the internet."

10.7 Buyer and Supplier agree to work together in good faith as needed to eliminate or reduce any applicable Taxes, levies, excises, import fees, clearance costs, or other charges of any kind which may be payable by either Party, where applicable, and to secure any certificate of exemption or recoveries; provided that any such efforts do not cause a transfer of the tax burden from one Party to the other Party, or otherwise serve to modify the terms and conditions of this Agreement or the Order without written consent from both Parties.

# 11. Inspection and Audit Rights

11.1 In addition to any other inspection or audit rights granted to Buyer hereunder, Buyer, an authorized representative of Buyer, or any competent regulatory authority, may at any time after reasonable notice by Buyer, inspect and audit Supplier's books and records, its facilities, or such parts of its facilities as may be engaged in the performance of this

Order, and Supplier shall provide reasonable access to Supplier’s personnel, for Buyer to assess and verify Supplier’s compliance with the requirements set forth in the Order.

11.2 Supplier shall maintain such complete books, records and documentation for all Goods and/or Services, which shall be available to Buyer during performance of an Order and until the later of: (i) 4 years after final payment, (ii) final resolution of any dispute involving the Goods and/or Services delivered hereunder, (iii) the latest time required by an Order, (iv) the latest time required by applicable laws and regulations, or (v) as otherwise directed by Buyer.

# 12. Buyer’s Property

All tools, equipment dies, gauges, models, drawings or other materials furnished by Buyer to Supplier or made by Supplier for the purpose of this Agreement or paid for by Buyer and all replacements thereof and materials attached thereto, shall be and remain the property of Buyer. All Buyer’s property and, whenever applicable, each individual item thereof, will be plainly marked and otherwise adequately identified by Supplier as being Buyer’s property, will at Supplier’s expense be safely stored (separate and apart from Supplier’s property whenever practicable) and maintained and will be kept free of all liens, claims, encumbrances and interests of third parties. Supplier shall be responsible for loss of and damage to Buyer’s property. Supplier will not substitute any property for Buyer’s property, will not deliver or make available to any third party any of Buyer’s property or any property or goods developed, manufactured or created with the aid of any of Buyer’s property and will not use any of Buyer’s property or any property or goods manufactured, developed or created with the aid of Buyer’s property, except in fulfilling the Orders of Buyer. Upon completion by Supplier of the Order, or upon the written request of Buyer at any time, Supplier will prepare all Buyer’s property for shipment and deliver such property to Buyer in the same condition as originally received by Supplier, reasonable wear and tear excepted. Buyer shall have the right, at all reasonable times, upon prior notice to enter Supplier’s premises to inspect any and all Buyer’s property and any property or goods manufactured, developed or created with the aid of any Buyer’s property. Should Supplier be unable to deliver Goods pursuant to this Agreement, Buyer, by written notice, may vest in itself title to finished parts, raw materials or work in process associated with this Agreement or the Order and Supplier shall deliver all such material and other Buyer property to such location or locations outside its facility as may be designated by Buyer.

# 13. Changes

13.1 Buyer's authorized procurement representative (which does not include Buyer's engineering and technical personnel) may unilaterally make changes within the general scope of the Order, including changes in whole or part to: (i) shipping, waste reduction or packing instructions, (ii) place of delivery, (iii) any designs, Specifications and drawings, (iv) the statement of work, (v) the method or manner of performance, (vi) Buyer Items, facilities, equipment, or materials, (vii) Prime Contract flowdown requirements and/or (vii) quality requirements (collectively "Change(s)"). Supplier shall perform any Changes ordered by Buyer. Any Order terms that incorporate flexibility for variations or modifications shall not be considered Changes within the meaning of this Section.

13.2 If any such changes cause an increase or decrease in the cost or the time required for the performance or otherwise affect any other provision of the Order, an equitable adjustment shall be made and the Order shall be modified in writing accordingly. Supplier’s claims for adjustment under this section shall be deemed waived unless asserted in writing (including the amount of the claim) and delivered to Buyer within 15 days from the date Supplier receives the Change order.

# 14. Insurance

14.1 Without limiting Supplier's duty to hold harmless and indemnify hereunder, Supplier agrees to secure and carry as a minimum the following insurance with respect to all work to be performed and Goods to be produced under the Agreement and any Order for the duration of the Agreement and any Order: (i) Workers' Compensation Insurance, inclusive of an alternate employer endorsement, in an amount sufficient by virtue of the laws of the U.S., foreign country, state, or other governmental subdivision in which the work or any portion of the work is performed and Employer's Liability Insurance in the minimum amount of $1,000,000 for any one occurrence; (ii) Commercial General Liability Insurance including Premises Liability and contractual Liability, in which the limit of liability for property damage and bodily injuries, including accidental death, shall be at a minimum, a combined single limit of $5,000,000 for any one occurrence; (iii) if Supplier vehicles are used on Buyer's premises and/or used to accomplish work under the Order or otherwise on behalf of Buyer, Automobile Liability Insurance in which the limit of liability for property damage and bodily injuries, including accidental death, shall be a combined single limit of $2,000,000 for any one occurrence; (iv) if Supplier or its subcontractors have Buyer's materials or equipment in its care, custody or control, Supplier shall have and maintain All-Risk Property Insurance in an amount sufficient to meet or exceed the value of such material; (v) if Supplier is performing professional services on behalf of Buyer, Supplier shall maintain Professional Liability Insurance with a limit of no less than $5,000,000; (vi) if Supplier is rendering computer, coding or information technology services and/or technology products on behalf of Buyer, Technology Errors and Omissions Liability Insurance with a limit of not less than $10,000,000 per claim, which insurance shall include, at a minimum, coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render such services and products, computer or information technology services and technology products; and (vii) if Supplier is providing any software, code or algorithms (other than standardized off-the-shelf, non-customized software), has access to Systems, or will hold, process or store any OTIS Information on Supplier’s systems, Privacy and Network Security (Cyber) insurance, in an amount not less than $5,000,000 per claim, which insurance shall include, at a minimum, protection for privacy breach, system breach, denial or loss of service, introduction, implantation, or spread of malicious software code, and unauthorized access to or use of computer systems.

14.2 All such insurance shall be issued by companies authorized to do business under the laws of the State or jurisdiction in which all or part of the Services are to be performed, and must have an AM Best financial rating of A- or better or an equivalent rating as produced by another rating agency acceptable to Buyer.

14.3 The insurance coverages described above shall be in form satisfactory to Buyer, and shall contain a provision prohibiting cancellation or material change except upon at least

10 days' (7 days’ in the case of War Risks Insurance) prior notice to Buyer. All such insurance policies will be primary in the event of a loss arising out of Supplier's performance of work and shall provide that where there is more than one insured the policy will operate, except for the limits of liability, as if there were a separate policy covering each insured and shall operate without right of contribution from any other insurance carrier by Buyer. Certificates evidencing such insurance and endorsements naming OTIS and Buyer as an additional insured or, in the case of All Risk Property Insurance, naming OTIS and Buyer as a loss payee, shall be filed with Buyer upon execution of the Order and before commencement of any work hereunder, and within 30 days after any renewals or changes to such policies are issued. To the extent permitted by law, Supplier and its insurer(s) agree that subrogation rights against OTIS and Buyer are hereby waived; such waiver shall be reflected on the insurance certificate. Supplier shall, if requested by Buyer, advise Buyer of the amount of available policy limits and the amounts of any self-insured retention. The certificate of insurance shall identify the contract number or work to be performed and shall acknowledge that such coverage applies to liabilities incurred by Supplier, its employees, invitees or agents under the Order and that such insurance shall not be invalidated by any act or neglect of Supplier whether or not such act or neglect is a breach or violation of any warranty, declaration or condition of the policies.

14.4 Buyer’s failure to monitor compliance or unsatisfactory compliance with the terms of these insurance requirements does not modify or waive Supplier’s obligations hereunder.

14.5 Any self-insurance, self-retained layer, deductibles, and exclusions in coverage in the insurance policies described above will be assumed by, for the account of, and at the sole risk of Supplier. In no event will the Supplier’s liability be limited to the extent of the minimum limits of insurance required herein.

14.6 Supplier agrees to insert the applicable substance of this Section in all major subcontracts entered into by Supplier to support work performed under the Order.

# 15. Termination for Convenience

15.1 Buyer may, at any time, terminate all or part of the Order (which, for the avoidance of doubt, includes the Agreement), for its convenience upon written notice to Supplier.

15.2 Upon termination, in accordance with Buyer's written direction, Supplier will immediately: (i) cease work and place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the Order; (ii) prepare and submit to Buyer an itemization of all completed and partially completed Goods and/or Services; (iii) if requested by Buyer, deliver to Buyer any and all Goods and/or Services completed up to the date of termination at the pre-termination Order price; and (iv) if requested by Buyer, deliver any work-in-process.

15.3 In the event Buyer terminates for its convenience after performance has commenced,

Buyer will compensate Supplier only for the actual and reasonable work-in-process costs incurred by Supplier on Goods and/or Services required to be delivered within the Lead Time period, calculated from Buyer's issuance of the notice of termination. If the Order does not specify Lead Time, Lead Time shall be the reasonable average lead time for the Goods and/or Services in accordance with Buyer data. Supplier shall use reasonable efforts to mitigate its own and Buyer's liability under this Section. In order to receive compensation, Supplier's termination claim must be submitted within 90 days from the effective date of the termination.

15.4 Buyer shall not be liable to Supplier for costs or damages other than as described above, and in no event for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the price allocated to the portion of the Order terminated.

15.5 Notwithstanding anything to the contrary in these Terms and Conditions or the Agreement, Buyer shall not be liable to Supplier for any costs or damages whatsoever for a termination for convenience with respect to a particular aircraft program of any of Buyer's Customers, if the termination is due to the cancellation, in whole or in part, of such aircraft program by Buyer's immediate customer(s) or Buyer's ultimate customer(s) or the bankruptcy or insolvency of such customer(s).

# 16. Termination for Default

16.1 Buyer may, by written notice, terminate the Order (which, for the avoidance of doubt, includes the Agreement) or any portion thereof, for default without any liability or obligation whatsoever to Supplier for the portion terminated, in the following circumstances: (i) Supplier fails to perform any obligation hereunder, including a delivery obligation; (ii) when Buyer has reasonable grounds for insecurity, and Supplier fails to provide adequate assurances of performance within 10 days following Buyer's demand or, (iii) should Supplier (a) become insolvent, (b) become unable to pay its debts as they mature, (c) make a general assignment for the benefit of creditors, (d) have a receiver appointed for the whole or any substantial part of its assets, or (e) become in any way the subject of a bankruptcy petition (each in subsection (iii), a “Supplier Insolvency”).

16.2 Buyer shall have no liability in relation to those Goods and/or Services terminated for

Supplier's default. Supplier shall be liable to Buyer for any and all expenses, costs, and damages including increased reprocurement costs and other non-recurring costs, except in the circumstance of any failure or delay constituting an "Excusable Delay" as set forth in the Section herein entitled "Force Majeure."

16.3 If the Order is entirely or partially terminated under this Section other than pursuant to a

Supplier Insolvency, Buyer, in addition to any other rights Buyer may have, may require

Supplier, at no charge to Buyer, to: (i) deliver to Buyer all information, data, know-how, and other Intellectual Property, including proprietary and manufacturing information, utilized by Supplier in performing the Order; (ii) provide technical and transition assistance; and (iii) provide to Buyer a worldwide, perpetual, non-exclusive, fully paid, irrevocable, license, with the right to grant sublicenses, to Supplier's information, data, know-how, and other Intellectual Property, including proprietary and manufacturing information, to the extent necessary, to enable Buyer to use, sell and license the Goods and/or perform, or have performed, the Services.

16.4 In addition to and not in lieu of other rights to Intellectual Property otherwise set forth in the Agreement or these Terms and Conditions, Supplier hereby grants to Buyer a worldwide, perpetual, non-exclusive, fully paid, irrevocable, license ("Additional License"), with the right to grant sublicenses, to Supplier's information, data, know-how, tooling, test equipment and other Intellectual Property, including without limitation proprietary and manufacturing information to enable Buyer to use, sell and license the Goods and/or perform, or have performed, the Services, subject to Buyer’s agreement not to exercise such rights under this Additional License except in the event of a Supplier

Insolvency, whether or not the Order is terminated. As part of such Additional License, Supplier shall upon Buyer's written request and at no charge to Buyer, promptly (i) deliver to Buyer all information, data, know-how, and other Intellectual Property, including proprietary and manufacturing information, utilized by Supplier in performing the Order, and (ii) provide technical and transition assistance in order to ensure Buyer's continuing requirements for Goods and/or Services.

16.5 If, after notice of termination under this Section, it is determined that Supplier was not in default, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience Section. In such case, Supplier shall not be entitled to any remedy other than as provided for in the Termination for Convenience Section.

# 17. Intellectual Property Rights (for non-U.S. Government Orders)

17.1 "Background Intellectual Property" shall mean all Intellectual Property other than

Foreground Intellectual Property.

17.2 "Foreground Intellectual Property" shall mean all Intellectual Property and tangible work product conceived, created, acquired, or first reduced to practice in connection with the

Order.

17.3 Each Party retains its existing rights in Background Intellectual Property.

17.4 Buyer shall own all Foreground Intellectual Property. Supplier shall disclose to Buyer all

Foreground Intellectual Property. If not expressly required to be delivered in the Order,

Supplier shall deliver to Buyer all Foreground Intellectual Property upon written request from Buyer. Supplier hereby irrevocably assigns and promises to assign to Buyer all right, title and interest to all Foreground Intellectual Property. Supplier agrees to do all things reasonably necessary to enable Buyer to secure and perfect Buyer's Foreground Intellectual Property rights, including, without limitation, executing specific assignments of title in Foreground Intellectual Property by Supplier to Buyer and cooperating with

Buyer at Buyer's expense to defend and enforce Buyer's rights in any such Foreground

Intellectual Property. All Foreground Intellectual Property shall be considered Buyer's

Proprietary Information (defined hereinafter). Supplier agrees that, for any works of authorship created by Supplier or any employees or any others used by Supplier in the course of the Order, those works that come under one of the categories of "Works Made for Hire" in 17 U.S.C.§101 shall be considered "Works Made for Hire." For any works of authorship that do not come under such categories, Supplier, warranting that it has the right to do so, hereby assigns and promises to assign all right, title, and interest to any copyright in such works to Buyer and will execute, or cause to be executed at Buyer's expense, any documents required to establish Buyer's ownership of such copyright.

17.5 Supplier represents and warrants that Supplier has sufficient rights in all Goods, Services, and Intellectual Property and other items that Supplier uses or transfers to Buyer in connection with the Order to allow Supplier to lawfully comply with the Order.

17.6 Supplier hereby grants and promises grant to Buyer and Buyer's Affiliates a worldwide, non-exclusive, perpetual, fully-paid, irrevocable, transferable license to Background Intellectual Property (i) to use, sell, offer for sale, import, export, copy, adapt, embed, modify, make derivative works, make and have made Goods and Services, and (ii) to enable Buyer to practice the Foreground Intellectual Property.

17.7 Supplier hereby irrevocably waives and promises to waive all moral rights to the extent permissible by law, all rights of privacy and publicity, and the like, in all Goods provided to Buyer and in all activities in connection with the Order.

17.8 Supplier represents and warrants that Supplier shall not provide, in the performance of the Order, any software, including without limitation source code, compiled code, embedded software, firmware, free software, open source software, freeware, general public license-governed software, or any electronic hardware, including without limitation free hardware designs, or open source hardware designs, in any form that is subject to any obligations or conditions that may provide a legal right to any third party to access such software, and/or electronic hardware, or that could otherwise impose any limitation or condition on Buyer’s use, reproduction, modification, distribution or conveyance of such software or electronic hardware.

17.9 Except as expressly authorized herein, nothing in the Order shall be construed as Buyer granting Supplier a license in or any right to use any of Buyer's Intellectual Property other than in the performance of work under the Order.

# 18. Intellectual Property Indemnification

18.1 Supplier shall indemnify and hold harmless Buyer, Buyer's Customers, Affiliates, and subsidiaries, their agents, directors, officers, and employees, and each subsequent purchaser or user, from any losses, costs, damages, and liabilities, including, without limitation, any attorney's fees, court costs and fines, arising from any potential or actual claim, suit, injunction, action, proceeding, or investigation alleging infringement or violation of any Intellectual Property rights or license, related to the manufacture, use, sale, offer for sale, import, or other exploitation of any Goods or Services delivered or performed in connection with the Order ("Claim").

18.2 Supplier shall not be liable for any Claim based on Supplier's compliance with any Specification created by Buyer, unless: (i) Supplier could have complied with Buyer's Specification using a solution that was non-infringing; (ii) the relevant portion of the Specification was derived from, recommended by, or provided by, Supplier; or (iii) Supplier knew or should have known of a Claim or potential Claim and did not promptly notify Buyer in writing.

18.3 Supplier shall, upon written notice from Buyer of a Claim, promptly assume and diligently conduct the entire defense of a Claim at its own expense. Insofar as Buyer's interests are affected, Buyer shall have the right, at its own expense and without releasing any obligation of Supplier, to participate and intervene in a Claim. Buyer shall have the right to reasonably reject counsel selected by Supplier. Supplier shall not enter into any settlement without Buyer's prior written consent, which shall not be unreasonably withheld.

18.4 Buyer may supersede Supplier in the defense of any Claim, and assume and conduct the defense at Buyer's sole discretion. In such an event, Supplier shall be released from any obligation to pay for attorneys' fees and court costs, but not settlement or damages, and any such release is expressly conditioned on Supplier's complete cooperation with Buyer in Buyer's defense of such Claim at Buyer's expense. Buyer shall not enter into any settlement without Supplier's prior written consent, which shall not be unreasonably withheld.

18.5 If the manufacture, use, sale, offer for sale, import, export, or other exploitation of any

Goods or Services is enjoined by a court, if delivery is precluded by a government entity, or should Supplier refuse to provide or supply any Goods or Services to avoid a potential third party claim, Supplier shall avoid any disruption to Buyer and shall (i) secure for Buyer the right to provide, use or sell such Goods or Services; (ii) modify or replace such Goods or Services with equivalent non-infringing Goods or Services; or (iii) provide such other solution acceptable to Buyer. Supplier shall reimburse Buyer for Buyer's costs incurred in obtaining all internal, external and Buyer's Customer approvals, qualifications, certifications, and the like, necessary for making, using, providing and selling alternate non-infringing Goods or Services. Supplier shall refund to Buyer the purchase price of any such Goods or Services that Buyer is prohibited from providing, using, selling, offering for sale, importing, exporting, or otherwise exploiting.

# 19. Proprietary Information

19.1 In order to deliver the most effective and efficient Goods and/or Services possible and meet Buyer’s requirements for those Goods and/or Services, Buyer and Supplier anticipate the need to exchange Proprietary Information (as defined below) for the design, development, testing, manufacture and/or repair of Goods and/or Services, as applicable in connection with such Order and/or the Agreement. In recognition of the value of that Proprietary Information, as well as to protect Buyer's goodwill and reputation in its products, Supplier agrees to the terms and conditions of this Section.

19.2 “Proprietary Information” shall mean all information, knowledge or data (including without limitation financial, business, and product strategy information; product specifications; product designs; procedures; studies; tests; and reports) in written, electronic, tangible, oral, visual or other form, (i) disclosed by, or obtained from, Buyer or (ii) conceived, created, acquired, or first reduced to practice in connection with the Order. If Buyer furnishes sample products, equipment, or other objects or material to Supplier, the items so received shall be used and the information obtained from said items shall be treated as if they were Proprietary Information disclosed in connection with the Order.

19.3 Unless Supplier has received Buyer's express written consent to the contrary, Supplier shall (i) use the Proprietary Information solely for the purposes of the Order, and not for any other purpose (including, without limitation, designing, manufacturing, selling, servicing or repairing equipment for entities other than Buyer; providing services to entities other than Buyer; or obtaining any government or third party approvals to do any of the foregoing); (ii) safeguard the Proprietary Information to prevent its disclosure to or use by third parties; (iii) not disclose the Proprietary Information to any third party; and (iv) not reverse engineer, disassemble, or decompile the Proprietary Information.

19.4 Supplier may disclose the Proprietary Information to officers, directors, employees, contract workers, consultants, agents, affiliates or subcontractors of Supplier who have a need to know such Proprietary Information for the purposes of performing the Order and who have executed a written agreement with Supplier obligating such entity or person to treat such information in a manner consistent with the terms of this Section.

19.5 The Order shall not restrict Supplier from using or disclosing any information that, as proven by written contemporaneous records kept in the ordinary course of business: (i) is or may hereafter be in the public domain through no improper act or omission of Supplier or a third party; (ii) is received by Supplier without restriction as to disclosure by Supplier from a third party having a right to disclose it; (iii) was known to Supplier on a non-confidential basis prior to the disclosure by Buyer; or (iv) was independently developed by employees of Supplier who did not have access to any of Buyer's Proprietary Information.

19.6 If Proprietary Information is required to be disclosed pursuant to judicial process, Supplier shall promptly provide notice of such process to Buyer and, upon request, shall fully cooperate with Buyer in seeking a protective order or otherwise contesting such a disclosure. Disclosure of such requested Proprietary Information shall not be deemed a breach of the Order provided that the obligations of this Section are fulfilled by Supplier.

19.7 Buyer shall have the right to audit all pertinent documentation of Supplier, and to make reasonable inspection of Supplier's premises, in order to verify compliance with this Section.

19.8 Obligations in this Section regarding Proprietary Information shall continue until such time as all Proprietary Information is publicly known and generally available through no improper act or omission of Supplier or any third party.

19.9 Unless required otherwise by law or the Order, Supplier shall promptly return, or otherwise dispose of Proprietary Information as Buyer may direct. Absent contrary instructions, Supplier shall destroy all Proprietary Information 1 year after termination or completion of the Order and provide written acknowledgement to Buyer of such destruction.

19.10 Supplier agrees to cause all information regardless of form (including, for example, electronic, magnetic and optical media, software, and compilations), containing or derived in whole or in part from Proprietary Information to bear the following legend:

**This document contains the property of OTIS and/or an**

**OTIS Affiliate. You may not possess, use, copy or disclose this document or any information in it for any purpose, including without limitation to design, manufacture, or repair parts, or obtain any government approval to do so, without express written permission. Neither receipt, from any source, nor possession of this document, constitutes such permission. Possession, use, copying or disclosure by anyone without express written permission of OTIS and/or the OTIS Affiliate issuing the**

**Order is not authorized and may result in criminal and/or civil liability.**

19.11 Notwithstanding any proprietary or confidential labels or markings, all information of

Supplier disclosed to Buyer relating to the Order will be deemed non-confidential and the content of the Order may be disclosed by Buyer to any of Buyer’s Affiliates, and/or to Buyer's Customer or Buyer's subcontractors and potential subcontractors provided that Buyer's Customer or subcontractors have a need to access or know such information. Moreover, Buyer may disclose all Supplier information, in accordance with applicable governmental regulations including, without limitation, for the purpose of obtaining necessary government approvals.

19.12 Supplier agrees that it will not accept from any third party, or use, any information that appears to be similar to Proprietary Information without first obtaining Buyer's express written consent, except that Supplier may receive solicitations or purchase orders issued by a partner or higher-tier supplier of Buyer that expressly reference a Buyer Purchase Order and contain obligations no less stringent than this Section. Supplier shall promptly notify Buyer if Proprietary Information is offered to Supplier by a third party or of the suspected possession of Proprietary Information by a third party.

19.13 Supplier agrees to notify Buyer in writing and to obtain Buyer’s written consent, not to be unreasonably withheld, prior to manufacturing any parts for another entity that have the same form, fit and function as any parts Supplier manufactures for Buyer using Proprietary Information. Supplier’s notification shall describe the parts to be manufactured for the other entity, identify the corresponding parts Supplier manufactures for Buyer and provide Buyer with sufficient information to demonstrate that Supplier will manufacture such parts without reference to or use of Proprietary Information. If Supplier manufactures or sells any such parts without obtaining Buyer’s written consent then it shall be considered a breach of the Order and Buyer shall be entitled to injunctive relief and such other remedies as a court may order.

19.14 Supplier shall not make accessible or sell completed or partially completed or defective

Goods manufactured using or containing Proprietary Information to any unauthorized third parties. Goods not provided to Buyer shall be disposed of in a manner that prevents disclosure of Proprietary Information (including by reverse engineering).

19.15 For Proprietary Information exchanged in connection with the Order, the terms of this

Section shall supersede any provisions regarding the protection of proprietary information in any other agreements between the Parties.

# 20. Security for OTIS Information Stored by Supplier

The following provisions are applicable whenever the Supplier will store OTIS

Information.

20.1 In addition to capitalized terms used herein but defined elsewhere in the Agreement and/or Order, the following terms shall have the following meanings:

“Security Issues” means (a) any situation, threat, vulnerability, act or omission posing a risk of giving rise to a Security Incident, or (b) any breach of Supplier’s representations or covenants in this Agreement and/or Order regarding safeguarding of OTIS Information.

“Security Incident” means (a) any circumstance that involves, or which a party reasonably believes may involve, (i) the accidental or unauthorized access, use, disclosure, modification, storage, destruction or loss of OTIS Information in Supplier’s or Supplier Personnel’s possession, custody or control; (ii) interference with system operation in an information system or in any medium or format, including paper (hard) copy documents that subjects OTIS Information to risk of unauthorized access, use, disclosure, modification, storage, destruction or loss; or (b) any other similar incident as may be so defined by any Data Privacy Law and by any laws and regulations (national, federal, state and provincial) relating to the protection of OTIS Information.

20.2 Supplier will use commercially reasonable efforts to establish, maintain and comply with administrative, technical and physical safeguards that are designed to (*a*) protect the security, availability and integrity of Supplier’s network, systems and operations, the Services and the OTIS Information; (b) guard against Security Issues; and (c) satisfy the requirements for certification under ISO 27001. Supplier will develop, implement and maintain a written security program, reasonably acceptable to Buyer that includes appropriate administrative, technical, organizational and physical safeguards, security awareness and security measures designed to protect OTIS Information from unauthorized access and use.

20.3 Supplier agrees to install and implement security hardware, software, procedures and policies that will provide effective information security and are acceptable to Buyer. Supplier agrees to monitor and update such hardware, software, procedures and policies to utilize improved technology and to respond to developing security threats in order to maintain a level of security protection, preparedness and resilience appropriate for the information involved and the then current state of security solutions. Upon request, Supplier shall provide Buyer with any reports or results of any internal audit related to IT security performed by or on behalf of Supplier during the term of the Agreement and/or Order or any audit reports issued, including but not limited to, under the SSAE 16 report or ISAE 3402.

20.4 Supplier further agrees to:

20.4.1 Only collect, access, use, or share OTIS Information, or transfer OTIS Information to authorized third parties, in performance of its obligations under the Agreement and/or Order, in conformance with this Agreement, or to comply with legal obligations. Supplier will not make any secondary or other use (e.g., for the purpose of data mining) of OTIS Information except (a) as expressly authorized in writing by Buyer in connection with Buyer’s purchase of Goods and/or

Services hereunder, or (b) as required by law.

20.4.2 Maintain and implement information security policies which address, at a minimum the following domains:

• information security policy

• organization of information security

• asset management

• human resourced security

• physical and environmental security

• communications and operations management

• access control

• information systems acquisition, development and maintenance

• information security incident management

• business continuity management

• regulatory compliance

and provide Buyer with an index or similar summary of its policies sufficient to evidence to Buyer’s reasonable satisfaction that each domain is addressed in a manner consistent with this Section. Supplier shall provide Buyer with an updated index or summary, upon Buyer’s request, and indicate any plans, including a timetable for implementation, of planned upgrades to comply with the policy. Supplier shall implement those reasonable requests for modification of such policy requested by Buyer.

20.4.3 Allow Buyer or its designee to conduct a security audit at its facilities on one day's notice, and allow Buyer at any time to conduct (or have conducted) a network audit. If the OTIS Information is stored in a shared environment per the agreement of Buyer, then Buyer shall use a third party to conduct such audits. The audits shall include any facilities with OTIS Information including backup storage facilities.

20.4.4 Segregate all OTIS Information into a separate database only accessible by Buyer, and its agents and those employees and agents of Supplier that require access to perform the Services or to maintain the equipment and the program on which it runs, unless otherwise agreed by Buyer. Logical segregation of data, if approved by Buyer, may be an acceptable alternative to this requirement. Supplier shall use reasonable efforts, as measured by the available technology at the time, to prevent anyone other than its authorized employees and Buyer and its agents from accessing the OTIS Information.

20.4.5 Assure that all OTIS Information and applicable software is appropriately backed up and recoverable in the event of a disaster or emergency, and that Supplier’s disaster recovery plan (as may be otherwise required herein) shall incorporate such requirements.

20.4.6 Encryption Requirements. Supplier will use, and will cause Supplier Personnel to use, appropriate forms of encryption or other secure technologies at all times in connection with the Processing of OTIS Information, including in connection with any transfer, communication, remote access or storage (including back-up storage) of OTIS Information, as authorized or permitted under the Agreement and/or Order. Notwithstanding any provision to the contrary herein, Buyer Personal Information shall not be stored on any Supplier mobile computing devices (e.g. laptop computers, PDAs (personal digital assistants), etc.)

20.4.7 Provide Buyer, at the time of signing this Agreement and/or Order, with a termination plan that addresses how OTIS Information will be returned to Buyer at the end of this Agreement and/or Order, including backup and archival information, and how all OTIS Information will be permanently removed from Supplier’s equipment and facilities. This plan should include supplying the data to Buyer in an industry recognized nonproprietary database and, if not, a license to use the proprietary database software to access the data.

20.4.8 Provide information to and fully cooperate with Buyer in response to any subpoena, investigation or the like seeking OTIS Information and provide information and assistance for Buyer to seek certification and the like relative to its information including information in the possession of Supplier. Supplier shall promptly notify Buyer upon the receipt of any request requiring that OTIS Information be supplied to a third party.

20.4.9 When requested by Buyer, Supplier agrees to comply, within a reasonable period of time, with OTIS Information security policies as provided to Supplier by Buyer.

20.4.10 Supplier shall not provide OTIS Information to any other entity without the prior written approval of Buyer. A request for Buyer approval shall include agreement by Supplier, and such other entity, that (i) all of the requirements of this provision are applicable to their performance and (ii) Buyer shall have the right to perform the audits described above.

20.5 Supplier will provide to Buyer immediate written notice of (i) any failure to meet the then current standards for information security, and (ii) any and all reasonably suspected and/or confirmed Security Issues. Such notice will summarize in reasonable detail the impact on Buyer or any individuals affected by such Security Issue and the corrective action and remediation efforts taken or proposed to be taken by Supplier. Immediately following any Security Issue or any other failure to meet information security standards, whether identified by Supplier or Buyer, Supplier will take steps to mitigate risks posed, consult in good faith with Buyer regarding remediation efforts, and undertake a remediation plan which Buyer determines in its sole but reasonable discretion, to be necessary, reasonable or appropriate under the circumstances commensurate with the nature of the Security Issue or failure, or as requested by any government body. Supplier will be solely responsible for all costs and expenses, including, without limitation, the reasonable costs of re-testing performed to verify that any Security Issue has been remediated. Failure to remedy the risks of a Security Issue or failure within the time frame and manner specified by Buyer is deemed a material breach of this Agreement.

# 21. Access to Facilities, Systems or OTIS Information

These provisions apply whenever Supplier Personnel will be granted access to (i) Facilities and/or (ii) Systems, provided, however, that Buyer may apply the provisions herein in the event Supplier Personnel is otherwise granted access to OTIS Information (“Access”).

21.1 Supplier shall perform identity screenings, work authorization verifications and background checks on any and all Supplier Personnel seeking Access in order to identify persons or entities ineligible for such Access. In furtherance of this obligation, Supplier shall, in advance of any request or grant of such Access:

21.1.1 Verify the identity and requisite work authorization of Supplier Personnel requiring Access. Buyer or its Affiliates may further direct Supplier to use a designated service provider to verify authorization to work, U.S. person and/or citizenship status, at Supplier’s sole cost and expense.

21.1.2 Except to the extent not permissible by applicable law, perform a background screen on Supplier Personnel using a company approved by Buyer evidencing that (i) Supplier Personnel do not have any criminal convictions, as reported in the result of a background screen, or (ii) if they do have criminal convictions, Supplier Personnel were hired only after an individualized assessment was conducted in accordance with all applicable laws and taking into consideration the nature and severity of the underlying offenses, the nature and scope of the Access to be granted, the specific jobs at issue, and the length of time since the convictions.

21.1.3 Supplier shall not seek Access for any Supplier Personnel ineligible for such Access based on the failure to meet the above criteria, and will notify Buyer immediately, in writing, if any of Supplier’s Personnel with Access is no longer eligible.

21.2 Supplier agrees that Buyer shall have sole discretion as to whether Supplier is granted Access, and agrees that any Access privileges granted to Supplier will be defined by Buyer. Buyer reserves the right to impose additional requirements before granting Supplier Personnel Access, including, without limitation, with respect to export compliance, privacy, protection of OTIS Information, security clearance, applicable training, drug screening, credit check, technology control plans, intellectual property agreements and compliance with other site-specific policies and procedures.

21.3 Supplier is responsible for ensuring that any Supplier Personnel requiring Access meet such Access requirements and that Access privileges are limited to approved Supplier Personnel. Supplier shall immediately notify Buyer if, at any time during the performance of the Order, (i) any information related to Supplier Personnel is altered or rendered inaccurate for any reason, or (ii) the need for Access ceases for any of such Supplier Personnel having Access. The need to Access shall automatically cease for any Supplier employees who are terminated, transferred, or otherwise no longer employed by Supplier.

21.4 Supplier or Supplier Personnel’s refusal or failure to meet Buyer’s Access requirements at any time during the performance of the Order may result in Buyer’s refusal to grant Supplier Personnel Access, and Supplier agrees that Buyer shall have the right to deny, and, without notice, terminate Access by Supplier or any of Supplier Personnel in whole or in part. Inability of Supplier to comply with the requirements of this provision shall not excuse Supplier from performing the Agreement and/or Order and shall not constitute an “Excusable Delay” as set forth in the Section herein entitled “Force Majeure.

21.5 If Supplier is an individual, Supplier acknowledges that he/she is not an employee of Buyer or Buyer Affiliate and is not entitled to the rights and benefits of a Buyer or Buyer Affiliate employee including, but not limited to, participation in pension, savings, health care and other employee benefit plans and arrangements. If Supplier is a company or other entity, it acknowledges that Supplier Personnel are not Buyer or Buyer Affiliate employees and are not entitled to the rights and benefits of a Buyer or Buyer Affiliate employee including, but not limited to, participation in pension, savings, health care and other employee benefit plans and arrangements.

21.6 Supplier acknowledges and agrees that any breach of this Section may result in a violation of law for which Buyer, Supplier, and/or Supplier Personnel may be liable. At Buyer’s request, in advance of any request or grant of Access and at any other time, Supplier will provide Buyer (i) written certification, in a form provided by Buyer, that the Access requirements have been met, and/or (ii) documentation to verify the methodology, process and results relied upon by Supplier to comply with the Access requirements. The current certification form is available at https://www.otis.com/en/us/contact/information-for-suppliers/, or upon request.

# 22. Data Privacy

22.1 Supplier shall:

22.1.1 comply with all applicable Data Privacy Laws and promptly notify Buyer in writing if Supplier believes that collecting or Processing Buyer Personal Information pursuant to this Data Privacy Section (including subparts) infringes Data Privacy Laws;

22.1.2 only collect, access, use, or share Buyer Personal Information, or transfer Buyer Personal Information to authorized third parties, in performance of its obligations under the Agreement and/or Order(s) issued thereunder, in conformance with Buyer’s instructions, or to comply with legal obligations. Supplier will not make any secondary or other use (e.g., for the purpose of data mining) of Buyer Personal Information except (i) as expressly authorized in writing by Buyer, or (ii) as required by law;

22.1.3 not allow any third party to Process Buyer Personal Information except to provide services under the Agreement and/or Order or as required by law. If Supplier does allow a third party to Process Buyer Personal Information, Supplier shall:

22.1.3.1 be responsible for the acts and omissions of any subcontractor or other such third party, that processes (within the meaning of the applicable Data Privacy Laws) Buyer Personal Information on Supplier’s behalf in the same manner and to the same extent as it is responsible for its own acts and omissions with respect to such Buyer Personal Information;

22.1.3.2 ensure such third party is bound by a written agreement that contains the same or equivalent obligations and protections as those set forth in this Section; and

22.1.3.3 only share, transfer, disclose, or provide access to a third party to the extent that such conduct is compliant with applicable Data Privacy Laws;

22.1.4 take commercially reasonable steps to ensure: (i) the reliability of Supplier Personnel who have access to the Buyer Personal Information; (ii) that access to Buyer Personal Information by Supplier Personnel is on a need-to-know basis; (iii) and that Supplier Personnel are obligated to maintain the confidentiality of Buyer Personal Information, such as through a confidentiality agreement or by application of relevant law or regulation;

22.1.5 provide such information, assistance, and cooperation as Buyer may reasonably require from time to time to establish Supplier's compliance with Data Privacy Laws;

22.1.6 upon Buyer’s request, permit Buyer to hire third party external auditors to verify Supplier and third party compliance with their obligations under this Agreement. Additionally, upon request, Supplier shall provide Buyer with any audit reports issued under ISO 27001, ISO 29100, SSAE 16 (or SAS 70), SSAE 18, SOC 2, OR ISAE 3402 that covers Buyer Personal Information;

22.1.7 will maintain reasonable and appropriate technical, physical, and administrative safeguards intended to protect Buyer Personal Information. These measures will include reasonable restrictions upon physical access to any locations containing Buyer Personal Information, such as the storage of such records in locked facilities, storage areas, or containers. Supplier must periodically reevaluate the measures adopted to ensure that they remain reasonable and appropriate;

22.1.8 provide Buyer with commercially reasonable assistance in: (i) deleting Buyer Personal Information in response to a request by an individual or legal representative; (ii) where relevant, enabling individuals to opt-out; and (iii) when Supplier is providing an electronic tool or software, distributing a privacy notice;

22.1.9 provide a privacy notice to individuals with whom the Supplier has direct contact unless Supplier and Buyer agree in writing that the privacy notice obligation is solely Buyer’s responsibility;

22.1.10 pursuant to Buyer’s written instructions, provide Buyer with the ability to purge Buyer Personal Information older than one year or such other time period agreed in writing upon in writing by the Parties, unless otherwise required to retain the data by applicable law; and

22.1.11 immediately advise Buyer in writing if it receives or learns of any: (i) complaint or allegation indicating a violation of Data Privacy Laws regarding Buyer Personal Information; (ii) request from one or more individuals seeking to access, correct, or delete Buyer Personal Information; (iii) inquiry or complaint from one or more individuals relating to the collection, Processing, use, or transfer of Buyer Personal Information; and (iv) regulatory request for, subpoena, search warrant, or other legal, regulatory, administrative, or governmental process seeking Buyer Personal Information (collectively, “Data Privacy Matters”). If Supplier learns of any Data Privacy Matters, Supplier shall provide assistance to Buyer, fully cooperate with Buyer in investigating the matter, including but not limited to, providing the relevant information to Buyer, preparing a response, implementing a remedy, and/or cooperating in the conduct of and defending against any claim, court or regulatory proceedings. Buyer shall be responsible for communicating with individuals regarding their

Buyer Personal Information in connection with such Data Privacy Matters unless Buyer authorizes Supplier to do so on its behalf. Supplier shall use commercially and legally reasonable efforts to limit the nature and scope of the required disclosure to the minimum amount of Buyer Personal Information required to comply with applicable law. Unless prevented by applicable law, Supplier shall provide Buyer with advance written notice of any such Data Privacy Matters sufficient to allow Buyer to contest legal, regulatory, administrative, or other governmental processes.

22.2 Supplier shall provide written notice to Buyer as soon as possible and, whenever possible, in 48 hours, of any actual or reasonably suspected incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure of or access to Buyer Personal Information of which it becomes aware (a “Security Breach”). If Supplier is unable to provide notice within 48 hours, Supplier shall provide Buyer with an explanation for the delay that Buyer will be entitled to share with regulators. Supplier shall take all reasonable measures to contain and remedy the Security Breach, wherever possible; provide Buyer with information regarding the investigation and remediation of the Security Breach, unless restricted by law; not make any notification, announcement or publish or otherwise authorize any broadcast of any notice or information about a Security Breach (a “Security Breach Notice”) without the prior written consent of and prior written approval by Buyer of the content, media and timing of the Security Breach Notice (if any), unless required to do so by law or court order; and even where required to do so by law or court order, make all reasonable efforts to coordinate with Buyer prior to providing any Security Breach Notice. Where the Security Breach (i) involves data on the Supplier’s networks or systems or (ii) is the fault of the Supplier, then Supplier will, at the request of Buyer, pay for the costs of remediation, notification (including, where reasonably necessary, a call center), and, if the Security Breach involves data elements that could lead to identity theft, provide the affected individuals with credit monitoring or other commercially-reasonable identity theft mitigation service for one year or such longer period as required by law or a government regulator.

22.3 In the event Supplier shall provide to Buyer personal information protected by Data

Privacy Laws, Supplier shall ensure that such personal information is provided consistent with applicable law, including, where required, obtaining consent or providing notice.

22.4 All Buyer Personal Information acquired by Supplier shall be returned or destroyed (at

Buyer’s option), unless and to the extent that: (i) such Buyer Personal Information is required by Supplier to discharge its obligations hereunder or under applicable law; or (ii) return or destruction is prohibited by applicable law. Absent contrary instructions and except as prohibited by law, Supplier shall immediately destroy all Buyer Personal Information after termination or completion of the SOW after waiting 30 days to allow Buyer to request return of Buyer Personal Information.

22.5 If this Agreement and/or Order involves the provision of Services where the Supplier will

(i) act as a Controller (as that term is defined in the EU Directive) and (ii) transfer Buyer

Personal Information from any country in the European Economic Area or Switzerland (collectively, “EEA/CH”) to outside the EEA/CH, then the Buyer and Supplier agree that the terms of the Model Contract Clauses (also called the Standard Contractual Clauses) adopted by the European Commission in Decision 2004/915/EC (hereinafter the “Controller Model Clauses” or the “Model Clauses”) are incorporated by reference as if set forth herein. If this Agreement and/or Order involves the cross-border transfer of Buyer Personal Information from any country in the EEA/CH to outside the EEA/CH but the Supplier will not act as a Controller, then the Buyer and Supplier agree that the terms of the Model Contract Clauses (also called the Standard Contractual Clauses) adopted by the European Commission in Decision 2010/87/EU (hereinafter the “Processor Model Clauses” or the “Model Clauses”) are incorporated by reference as if set forth herein. Notwithstanding the foregoing, Buyer and Supplier agree that:

22.5.1 The Model Clauses may be reformatted as a stand-alone document with the signatures to this Agreement and/or Order or the Parties will execute the Model Clauses as a separate stand-alone document. The stand-alone Model Clauses may be filed with regulators and/or used for any other legally permissible purpose and have the effect as if signed directly.

22.5.2 If either Party seeks to register the Model Clauses with a regulator and the regulator rejects the registration, the Parties shall work together to modify the exhibits to the Model Clauses to address the regulator’s requirements.

22.5.3 If any of the terms of the Model Clauses conflict with any terms of this

Agreement and/or Order, the Model Clauses shall prevail.

If Supplier engages any subcontractors that will access Buyer Personal Information covered by the Model Clauses, the Supplier shall ensure that transfers to the subcontractor comply with the

Model Clauses.

# 23. Compliance with Laws

23.1 Supplier shall comply with all applicable national, federal, state, provincial, and local laws, ordinances, rules, and regulations applicable to the performance of the Order, except to the extent inconsistent with U.S. antiboycott laws, including (i) the manufacture or provisioning of Goods and the supply of Services, (ii) the shipping of Goods and (iii) the configuration or content of Goods and/or Services for the use intended by Buyer.

23.2 Supplier shall, at the earliest practicable time, notify Buyer in writing if Supplier is subject to any federal, state, or foreign government criminal proceeding alleging fraud or corrupt practices, once initiated by the filing of a formal charging document in a court of law; and further notify Buyer of any subsequent felony convictions or deferred prosecution agreement(s) related to the foregoing.

23.3 Supplier agrees to comply with Buyer’s environmental, health and safety standards, requirements and restrictions during Supplier’s performance hereunder and when at Buyer’s jobsites, including, without limitation, adhering to Buyer’s safety instructions, notifying Buyer prior to the commencement of work and providing Buyer with any test reports or results related to Goods and/or Services, as applicable. Supplier agrees to provide, upon and as requested by Buyer to satisfy any applicable regulatory or customer requirements restricting the use of any hazardous substances, all reasonably necessary documentation to verify the material composition, on a substance by substance basis including quantity used of each substance, of any Goods and/or Services ordered by Buyer and/or of any process used to make, assemble, use, maintain or repair any Goods ordered by Buyer. Separately and/or alternatively, Supplier agrees to provide, upon and as requested by Buyer to satisfy any applicable regulatory or customer requirements restricting the use of any hazardous substances, all reasonably necessary documentation to verify that any Goods and/or Services ordered by Buyer and/or any process used to make, assemble, use, maintain or repair any Goods ordered by Buyer, do not contain particular hazardous substances specified by

Buyer.

23.4 Supplier shall comply with Data Privacy Laws and shall be responsible for providing any notice required by law to the data subjects whose personal data it provides to Buyer.

23.5 Supplier shall provide to Buyer, upon Buyer's reasonable request, the identity of its suppliers and/or the location of manufacture of the Goods or any subcomponents of the Goods, or provision of Services, as applicable, to confirm compliance with legal and regulatory requirements, the Agreement, the Order and/or these Terms and Conditions.

# 24. Conflict Minerals

Supplier recognizes, consistent with the public policy underlying enactment of the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”), the significant legal and non-legal risks associated with sourcing tin, tantalum, tungsten and gold (the “Conflict Minerals”) from the Democratic Republic of the Congo and adjoining countries (“DRC countries”). Accordingly, Supplier commits to comply with Section 1502 of the Act and its implementing regulations; to the extent Supplier is not a “Registrant” as defined in the Act, Supplier shall comply with Section 1502 of the Act and its implementation regulations except for the filing requirements. In particular, Supplier commits to have in place a supply chain policy and processes to undertake (i) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into products it provides Buyer; (ii) due diligence of its supply chain, following a nationally or internationally recognized due diligence framework, as necessary, to determine if Conflict Minerals sourced from the DRC countries directly or indirectly support unlawful conflict there, and (iii) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures. Supplier shall take all other measures as are necessary to comply with Section 1502 of the Act and its implementing regulations, including any amendments thereto.

# 25. Global Chemical Regulations and Materials of Concern

25.1 To the extent the Goods contain, or the manufacturing processes for the Goods use, chemical substances subject to Global Chemical Regulations or Materials of Concern (“MOC”), as defined below, Supplier shall:

25.1.1 Comply with all applicable Laws in any jurisdiction in which the Goods are manufactured, produced, sold, and/or delivered (the “Global Chemical Regulations”), including but not limited to any: (i) registration, notification, authorization, restriction, or ban obligations, and (ii) hazard classification, labeling, packaging, Safety Data Sheet (“SDS”), or safe use compliance and communication obligations.

25.1.2 Cooperate with Buyer’s efforts to comply with Global Chemical Regulations and applicable customer requirements and to develop products and manufacturing processes that minimize risk to human health and the environment. Such cooperation includes, but is not limited to: (i) investigating and communicating to Buyer the nature and extent of any MOCs contained in the Goods or in the processes used to manufacture, assemble, use, maintain, or repair any Goods; (ii) providing all reasonably necessary documentation to verify the material composition, on a substance by substance basis, including quantity of each MOC contained in any Goods; (iii) providing Buyer with safe use communications and safety data sheets; (iv) promptly responding to Buyer’s

requests for information, in the form requested by Buyer, regarding MOC used or intended to be used in connection with the Goods and related regulatory controls such as use restrictions and permit and authorization requirements; (v) upon request, cooperating with efforts to obtain necessary regulatory approval(s), including but not limited to registrations and authorizations, for the continued sale to and use of Goods by Buyer; and (vi) using the tools and forms provided by Buyer through the OTIS Supplier Site, or other means.

25.2 For purposes of this section, “Materials of Concern” or “MOC” means substances that are (i) subject to applicable laws or are substances of concern to Buyer or Buyer’s customer, and (ii) identified by Buyer in a Materials of Concern list published on the OTIS Supplier Site or provided through other means.

# 26. Compliance Covenants

26.1 Supplier has not offered or given and shall not offer or give anything of value (in the form of entertainment, gifts, gratuities or otherwise) to Buyer's employees or representatives for the purpose of obtaining the Order or favorable treatment under the Order. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Supplier.

26.2 Supplier represents and warrants that it has not made, nor will it make, or offer to make any political contributions, or pay, or offer to pay any fees or commissions in connection with these Terms and Conditions, the Agreement or any Order.

26.3 Supplier hereby further agrees that:

26.3.1 Supplier shall avoid and refrain from all activities that would place Supplier in a position where its judgment in its service on behalf of Buyer may, or may appear to, be biased or where Supplier could obtain, or appear to obtain, an unfair competitive advantage (all referred to as “Conflicts of Interest”);

26.3.2 Neither Supplier nor, where applicable, any individuals used by the Supplier in the performance of the Services hereunder, is subject to post-employment or similar “revolving door” restrictions imposed under rules established by any government, including the U.S. Government, that might prohibit or impact the effective performance of the Services for or on behalf of Buyer; and

26.3.3 If Supplier is required to register with a federal, state or local authority due to

Supplier’s status under any such law (e.g. – lobbyist status), Supplier shall provide a copy of the registration and any report submitted to the authority related to the Services to Buyer.

# 27. Supplier Code of Conduct

Supplier shall adopt and comply with a code of conduct or policy statement regarding business conduct, ethics and compliance that satisfies, at a minimum, the principles and expectations set forth in the OTIS Supplier Code of Conduct available at the OTIS Supplier Site at the following URL https://www.OTIS.com/en/us/contact/information-for-suppliers/,OTIS or upon request (“Supplier Code of Conduct”). Supplier shall have management systems, tools and processes in place that (i) ensure compliance with applicable laws and regulations and the requirements set forth in the Supplier Code of Conduct; (ii) promote an awareness of and commitment to ethical business practices, including, without limitation, the expectations set forth in the Supplier Code of Conduct; (iii) facilitate the timely discovery, investigation (including cooperation with any Buyer initiated investigation involving Supplier), disclosure (to Buyer and others as appropriate) and implementation of corrective actions for violations of law, regulations, this Agreement, an Order, or the expectations set forth in the Supplier Code of Conduct; and (iv) provide training to its employees on compliance requirements, including the expectations set forth in the Supplier Code of Conduct. The Parties recognize that the above URL may change from time to time and agree that any such change will not affect the applicability of the material referenced. Buyer agrees to provide the new URL upon Supplier's request in the event of a change.

# 28. International Trade Compliance

28.1 Compliance with International Trade Compliance (“ITC”) Laws. Supplier shall comply with all ITC Laws.

28.2 Denied Party Screening. Supplier shall perform denied party screening on its employees and other parties (including sub-tier suppliers) whom Supplier engages or solicits to engage to perform production activities or Services under this Agreement. This requirement is intended to ensure that Supplier identifies any person or entity, whom Supplier engages or solicits to perform production activities or Services under this Agreement, that is ineligible to perform such activities or Services because of any embargo, sanction, debarment or denied party designation. In furtherance of this obligation, Supplier shall:

28.2.1 not engage any Specially Designated National (“SDN”), as determined by the U.S. Office of Foreign Assets Control (“OFAC”), to perform production activities or Services under this Agreement; and

28.2.2 not engage any person or entity to perform production activities or Services under this Agreement when:

28.2.2.1 such person or entity is identified as a denied party pursuant to any embargo, sanction, debarment or denied party designation maintained by the U.S. government or any non-U.S. government or union of states (e.g., European Union); and

28.2.2.2 the reason(s) for such embargo, sanction, debarment or denied party designation apply to the production activities or Services subject to this Agreement;

28.2.2.3 except where such embargo, sanction, debarment or denied party designation conflicts with the anti-boycott laws of the United States. Supplier shall notify Buyer immediately, in writing, if any of Supplier’s employees or subtier suppliers who have been designated as an SDN, debarred, sanctioned or designated as a denied party and have performed production activities or Services under this Agreement. Supplier shall conduct periodic re-screening on all entities described above on no less than a quarterly basis. Supplier shall maintain records of its performance of denied party screening for a period of five-years following completion of screening and make such records available to Buyer upon request. Supplier shall incorporate this provision in all subcontracts with its suppliers or independent contractors with whom Supplier engages or employs, or intends to engage or employ, to perform production activities or Services under this Agreement.

28.3 Export Licensing Responsibility. If this Agreement requires either Party to obtain government-approved export authorization to facilitate activities and obligations set forth under this Agreement, the Parties shall mutually exercise reasonable efforts to support the preparation and management of the authorization in full compliance with applicable government regulations. The Parties shall without delay respond to requests for supporting documentation, including clarifying questionnaires or any other requested information necessary to secure government authorization. Each Party, as applicable, shall be individually responsible for obtaining required documentation or other information from any third party required by such Party to perform its obligations under this Agreement. Failure to obtain any required documentation or information from a third party shall result in the third party’s exclusion from the government authorization. The Parties shall exchange copies of all government export authorizations related to the Technical Data, Goods or Services, and all provisions or conditions or information relating to the authorization, including but not limited to, any restriction on sublicensing, retransfer, resale or re-export, any requirement for non-disclosure agreements, and any limitation on individuals having access to Technical Data, Goods or Services. Each Party, as applicable, shall be individually responsible for compliance with all government export authorizations, including without limitation ensuring that all export-related paperwork and documentation (e.g., Destination Control Statements, Electronic Export Information filed via Automated Export System) are properly completed and timely filed.

28.4 Export and Import Classification. Where known, or where Supplier is the design authority for the Technical Data, Goods or Services that are subject to this Agreement, Supplier shall provide Buyer with (i) the applicable Harmonized Tariff Schedule Number, (ii) either (a) the United States Munitions List ("USML") category of such Technical Data, Goods, or Services that are controlled by the ITAR, or (b) the Export Control Classification Number ("ECCN") of such Technical Data, Goods or Services that are controlled by the EAR, including the ECCN of components comprising the Technical Data and/or Goods if such classification differs from the ECCN of the Technical Data and/or Goods, and (iii) any analogous classification under any other applicable law. If, under this Agreement

Supplier will engage in any manufacturing or exporting of USML items, or the provision of defense services (as defined in 22 C.F.R. § 120.9), Supplier shall maintain registration with the Directorate of Defense Trade Controls ("DDTC") as may be required by 22 C.F.R. Part 122 of the ITAR. Upon request, Supplier shall provide Buyer annually with its DDTC registration expiration date.

28.5 Brokering. Supplier acknowledges that it shall not engage in brokering activity as that term is defined in 22 C.F.R. § 129.2 in conjunction with activity authorized pursuant to this Agreement.

28.6 Technical Data Transfer. Supplier shall not export, re-export, transfer, disclose or otherwise provide physical or electronic access to Technical Data to any person (including unauthorized third-party IT service providers) not authorized to receive Technical Data under existing ITC Laws and/or export authorization, or modify or divert such Technical Data to any military application or other end-use prohibited by applicable ITC Laws. Supplier shall develop and implement IT security procedures which ensure that Technical Data is accessible only by authorized persons. Any subcontracts for the manufacture of Goods, provision of Technical Data, or the provision of Services shall contain all the limitations of this Section and shall require compliance with all applicable export licenses or authorizations.

28.7 Destruction of Technical Data & Goods. Upon completion of performance under the

Order, and expiration of recordkeeping obligations under this Agreement, Supplier and its suppliers shall destroy or return to Buyer all Technical Data and all Goods, as instructed by Buyer. With respect to Technical Data: (a) destruction applies to both physical and electronic copies of Technical Data, including archived copies, (b) destruction may include cross-cut shredding, burning or chemically reverting to pulp or other similar methods, which preclude use in full or partial form, and (c) electronic copies of Technical Data must be permanently deleted from all servers, systems and local devices. With respect to Goods: (x) destruction means the act of eliminating the functional capabilities, any offensive or defensive advantages or capability, and inherent military design features from Goods and rendering Goods useless beyond repair, rehabilitation, and restoration, destroying any recognition characteristics such as the Good’s key points, original identity, utility, form, fit, function, and the removal of any unique identifiers including part numbers, serial numbers, and any accompanying data before being considered recyclable, waste, or discarded material, (y) methods and degree range from removal and destruction of critical features to total destruction by cutting, crushing, tearing, mangling, shredding, melting, burning, scrapping, or alteration,

etc., and (z) destruction applies to Goods in both serviceable and unserviceable condition.

28.8 Required Notices. Supplier shall promptly notify Buyer if it becomes aware of any failure by Supplier or its suppliers to comply with this ITC Section and shall cooperate fully and promptly with Buyer in any investigation of such failure to comply. Supplier shall also promptly inform Buyer of any name change, address change or change in ownership or control of Supplier.

28.9 Country of Origin.

28.9.1 “Country of Origin” shall mean either the country where a Good has been wholly obtained or, when more than one country is concerned in the production of the Good, the country where the last substantial transformation has been carried out. The Supplier shall identify the Country of Origin of all Goods on the commercial invoice or pro forma invoice accompanying the shipment, and in any other format as Buyer may direct, including but not limited to, electronic, and/or scan-readable format. Where the Supplier is not the manufacturer of the Good, it shall obtain the Country of Origin from the manufacturer of such Good.

28.9.2 Country of Origin Marking. Supplier shall mark all Goods with the English name of the Country of Origin in accordance with the local laws of the destination country. Where the Good is exempt from the Country of Origin marking requirements of the destination country or no such markings are otherwise required, Supplier shall mark the container of such Good with the name of the Country of Origin of the Good.

28.9.3 Preferential Treatment. Upon Buyer’s request, Supplier shall provide, or assist in obtaining from its downstream suppliers, certificates of origin, declarations, and/or affidavits necessary to support Buyer’s claims for duty-free or preferential duty treatment under international agreements, multi-lateral or bilateral free trade agreements, or other preferential tariff programs (e.g., Generalized System of Preferences, North American Free Trade Agreement (NAFTA), U.S.A. – Singapore Free Trade Agreement, U.S. Goods Returned, etc.). Supplier shall maintain and make available to Buyer all records supporting any certificates of origin, declarations, and/or affidavits provided to Buyer as support for Buyer’s claim for duty free or preferential duty treatment for five years after the date on which the aforementioned document(s) were provided. Buyer shall have the right, on reasonable notice, to inspect and audit all records relating to the documents set forth above, including financial books, records, and other documents establishing the value of all direct and indirect materials and costs used in the production of imported Goods. Where Supplier provides a written objection within three (3) days of Buyer’s request to inspect and audit, Supplier shall provide access to such records to a third party consultant designated by Buyer.

28.10 Importer Security Filing. For imports into the United States, Supplier shall provide Buyer or Buyer’s designated agent in a timely fashion with all the data required to enable Buyer’s compliance with the U.S. Customs’ Importer Security Filing regulation, see 19 C.F.R. Part 149 (the “ISF Rule”) for all of Supplier’s ocean shipments of Goods to Buyer destined for or passing through a U.S. port. Supplier will provide Buyer or Buyer’s designated agent with accurate “Data Elements” as defined in and required by the ISF Rule in a timely fashion to ensure Buyer or Buyer’s designated agent has sufficient opportunity to comply with its filing obligations.

28.11 Duty Drawback. Supplier agrees to assign to Buyer any and all of Supplier's U.S. Customs duty drawback rights related to the Goods furnished hereunder in order for Buyer to seek duty drawback. Such duty drawback rights shall include rights developed by substitution and duty drawback rights obtained from sub-tier suppliers related to the Goods. Supplier agrees to inform Buyer of the existence of such duty drawback rights of which Supplier becomes aware. Supplier agrees to furnish upon request documents that Buyer reasonably requires, including, but not limited to, proof of importation and signed U.S. Customs Form 331 (Certificates of Manufacture), for Buyer to recover import duties related to the Goods. Supplier further agrees to provide such assistance to Buyer as requested in connection with the recovery of said import duties.

28.12 Security Programs: Supplier shall comply with all requirements of the border security programs of the destination country (e.g. Customs Trade Partnership Against Terrorism

(C-TPAT), Authorized Economic Operator (AEO), Partners in Protection (PIP), etc.

28.13 Customs Documentation. Supplier shall provide complete and accurate customs documentation, including without limitation, documentation regarding entry requirements, classification, valuation, preferential treatment, duty drawback and trade terms.

28.14 Customs Brokers: With respect to pricing terms for any Order that includes Customs

Brokerage Services, such services shall be quoted and charged at a fixed sum. In no event shall an Order for Customs Brokerage Services provide or allow for contingent or success fees. For purposes of this Agreement, “Customs Brokerage Services”, shall mean Services whose performance shall involve transactions with customs officials or other government agencies to import goods into a country on behalf of Buyer pursuant to this Agreement. Customs Brokerage Services shall include, but are not limited to, preparation and submission of documents; classification and valuation of goods, as specifically authorized by Buyer; payment of duties, taxes or other charges; and clearance of goods into the importing country in accordance with applicable government requirements.

28.15 Anti-Dumping/Countervailing Duties. Supplier shall inform Buyer of any applicable antidumping or countervailing duty, investigation and/or orders, and shall provide Buyer any documentation necessary to establish, where applicable, that imported Goods are outside the scope of the orders.

# 29. Offset

29.1 Buyer may use all or any part of the value of the Order, including the value of any subcontracts placed by Supplier for the Order, for satisfying international offset obligations of Buyer, Buyer's Affiliates, or any entity that Buyer transfers such value to. Supplier may use the offset credit generated by the Order or the subcontracting of the

Order only upon Buyer's written approval.

29.2 Supplier shall support Buyer in meeting Buyer's offset requirements in proportion to the value of the Goods and/or Services supplied by Supplier to the value of the end item sold by Buyer into the particular country.

29.3 Upon Buyer's request Supplier shall (i) report all subcontract sources outside the United

States utilized in the fulfillment of the Order, including the name and location of each such source, amounts paid and committed thereto and identification of the Goods or Services procured, and (ii) require its subcontractors, including those at all lower tiers, to maintain records of the above information.

# 30. Assignment and Change in Control

30.1 Neither this Agreement nor any interest hereunder shall be assignable by, or otherwise transferred, by either party in whole or in part to a third party, by way of contract, operation of law, change in control of such party or otherwise unless such assignment or transfer is mutually agreed to in writing by the parties hereto; provided, however, that Buyer may assign this Agreement to any corporation with which Buyer may merge or consolidate or to which Buyer may assign substantially all of its assets or that portion of its business to which this Agreement pertains or to any third party provider of “integrated services” that will purchase the Goods and/or Services for Buyer’s benefit without obtaining the agreement of Supplier.

30.2 Notwithstanding the foregoing, claims for money due or to become due to Supplier from

Buyer arising out of this Agreement may not be assigned, unless such assignment is made to one assignee only and covers all amounts payable under this Agreement and not already paid. Buyer shall be under no obligation to pay such assignee unless and until Buyer has received written notice of the assignment from Supplier, a certified copy of the instrument of assignment, and suitable documentary evidence of Supplier’s authority to so assign. However, any payments made to a third party subsequent to Buyer’s receipt of notice that any claims for money due or to become due hereunder have been assigned or should be paid thereto shall fulfill Buyer’s requirements to make any such payments hereunder.

# 31. Subcontracting

31.1 Any subcontracting by Supplier of its responsibilities or obligations hereunder requires

Buyer’s prior written consent.

31.2 Any such subcontracting by Supplier of its responsibilities or obligations hereunder, without Buyer's prior written consent, shall be wholly void, invalid and totally ineffective for all purposes. In the case of any subcontracting or approved delegation of any of its responsibilities or obligations hereunder, Supplier shall perform all supply management activities that are necessary for the on-time delivery of Goods and/or Services conforming to the requirements set forth herein. Supplier shall be solely and fully responsible for monitoring said suppliers under all provisions of the applicable subcontracts, and for ensuring that each of its suppliers complies with the requirements set forth herein. Supplier shall remain fully liable to Buyer for, and shall be Buyer's sole point of contact for, all aspects of proper performance of the Order, regardless of (i) any subcontracting, (ii) Buyer approval of the subcontractors, or (iii) Supplier's failure to ensure the relevant subcontracts contain provisions that comply in substance with the requirements set forth herein.

# 32. Stop Work Order

Buyer may, from time to time, require Supplier to stop all or any portion of the work called for by the Order for a period of up to 120 days at each such time, or such longer period of time as may be required by Buyer’s Customers ("Stop Work Period"). Upon receipt of written notice detailing the length and scope of the Stop Work Period, Supplier shall immediately comply with its terms at no charge. Within the Stop Work Period, Buyer may either: (i) cancel the stop-work order and Supplier shall resume work; or (ii) terminate the work covered by the stop-work order, for default or convenience, as the context requires, in accordance with the provisions of the Order. If Buyer has not exercised its rights set forth in either (i) or (ii) above prior to the expiration of the Stop

Work Period, then at least 30 days prior to said expiration, Supplier shall notify Buyer of its intent to resume work under the applicable Order and shall obtain Buyer's written consent prior to resuming work.

# 33. Force Majeure

33.1 Supplier shall be liable for any failure or delay in performance in connection with the

Order, except where such failure or delay results from causes that are, at one and the same time, unforeseeable, unavoidable, outside of its control and without its fault or negligence, provided Supplier gives Buyer, within 3 days of Supplier's learning of such cause, written notice to the effect that a failure or delay by Supplier will occur or has occurred (an "Excusable Delay"). If a failure or delay in performance is caused by an event affecting any of Supplier's suppliers, such failure or delay shall not be excusable unless such event is an Excusable Delay as defined above and the good or service to be provided by such supplier is not obtainable by Supplier from other sources in time for timely delivery of the Goods to Buyer. Buyer may cancel without liability to Supplier its purchase of any Goods affected by Supplier's failure or delay in performance and, if the delay is expected to last for a period that could impact deliveries to Buyer's Customers, Buyer may cancel, without liability, any portion of or the entire Order.

33.2 Buyer shall be excused for any failure or delay in performance due to any cause beyond its reasonable control, including any cause attributable to Buyer's Customers.

# 34. Duty to Proceed

Supplier shall proceed diligently with the performance of this Agreement. Except as expressly authorized in writing by Buyer, no failure of Supplier and Buyer to reach any agreement regarding a dispute related to this Agreement or any Order shall excuse

Supplier from proceeding.

# 35. Assurance of Performance

Promptly upon Buyer’s request, Supplier shall provide financial information to Buyer, including profit & loss, balance sheet and cash flow statements and loan documents. At any time, if Buyer, in its reasonable discretion, believes that Supplier may not have the ability, for any reason, to continue performing the Order or Agreement, including, without limitation, any material change to Supplier’s financial condition, balance sheet, or its credit or similar rating, Buyer may request and Supplier shall provide written adequate assurances from Supplier of its ability, desire and intent to continue performing. Buyer will specify the nature of its concerns, and Supplier will provide Buyer with documents, financial data, or other information needed to satisfy Buyer’s concerns including, but not limited to, audited financial statements including monthly profit & loss, balance sheet and cash flow, bank statements, accounts payable aging, profitability by part number including capital / productivity improvements. Further, Supplier will immediately notify Buyer in the event Supplier believes it may be unable to pay its debts when due or there is a material change in Supplier’s financial position, balance sheet or its credit or similar rating. In the event either or both Parties have concern about Supplier’s ability to continue its performance, the Parties will coordinate to ensure that Buyer receives Goods and/or Services without interruption in accordance with the Order or Agreement.

In particular, Supplier will assist and compensate Buyer for the costs associated with transitioning to another supplier, Buyer assuming the production of the Goods and/or performance of the Services itself, protecting the tooling and other equipment necessary for production of the Goods and/or performance of the Services, and taking other reasonable steps to ensure the Goods are produced and/or Services performed without interruption according to Buyer’s Specifications. Buyer shall also have the right to require Supplier to (i) obtain a guarantee from the its controlling party or secured party, if applicable, and (ii) implement remedial actions directed by Buyer to improve Supplier’s performance under the Order or Agreement.

# 36. Setoff

Buyer and its Affiliates may withhold, deduct and/or set off all money due, or which may become due to Supplier arising out of Supplier's performance under the Order or any other transaction with Buyer or its Affiliates.

# 37. Governing Law and Forum

37.1 The Agreement and any Order shall be interpreted in accordance with the plain English meaning of its terms and the construction thereof shall be governed by the laws in force in the State of New York, USA without regard to conflicts of law principles, except that Sections 5-1401 and 5-1402 of the New York General Obligations law will apply and except that the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980, as amended to date, will not apply. Buyer may, but is not obligated to, bring any action or claim relating to or arising out of the Order in the appropriate court in Connecticut, and Supplier hereby irrevocably consents to personal jurisdiction and venue in any such court, hereby appointing the pertinent Secretary of

State or other applicable government authority as agent for receiving service of process. If Supplier or any of its property is entitled to immunity from legal action on the grounds of sovereignty or otherwise, Supplier hereby waives and agrees not to plead such immunity in any legal action arising out of an Order or the Agreement.

37.2 Any action or claim by Supplier with respect hereto shall also be brought in Connecticut, if Buyer so elects. Accordingly, Supplier shall give written notice to Buyer of any such intended action or claim, including the intended venue thereof, and shall not commence such action or claim outside of such jurisdiction if Buyer, within 30 days from receipt thereof, makes its election as aforesaid. If Buyer and Supplier mutually agree to participate in alternative dispute resolution, Supplier agrees that all alternative dispute resolution proceedings shall take place in New York.

# 38. Dispute Resolution

38.1 Except as provided below, prior to a Party initiating a formal legal proceeding relating to a dispute under an Order, that Party must provide the other with a written request for dispute resolution. Each Party shall, within 5 calendar days after such written request is received, designate a representative who will be responsible for negotiating, in good faith, a resolution of the dispute. Should the representatives fail to reach agreement within 30 calendar days of receipt of the request, vice presidents of each Party shall attempt to resolve the issue within 60 calendar days of receipt of such written request.

38.2 Either Party may (i) resort to a formal legal proceeding for equitable relief at any time and (ii) institute litigation in order to avoid the expiration of any applicable limitations period or to preserve a superior position with respect to other creditors.

38.3 The dispute resolution procedures set forth herein do not supersede, delay or otherwise affect any rights of termination that are expressly set forth in these Terms and Conditions.

# 39. U.S. Government Provisions for Orders under U.S. Government Contracts

39.1 For Orders issued under Prime Contracts with the U.S. Government or subcontracts at any tier under U.S. Government contracts, the provisions of the version of "U.S.

Government Provisions and Clauses for Orders Under U.S. Government

Contracts" in effect on the date of the particular Order shall apply. These provisions are made available on the Internet at the following URL and will be provided to Supplier

in hard copy upon written request.

https://www.OTIS.com/en/us/contact/information-for-suppliers/,

The Parties recognize that the URL may change from time to time and agree that any such change will not affect the applicability of the material referenced. Buyer agrees to provide the new URL upon Supplier's request in the event of a change.

39.2 For work performed in the United States under Orders placed by U.S. Buyers, Supplier shall exercise reasonable commercial efforts to use small disadvantaged, minority, and women-owned enterprises. The overall target (i.e., dollar value, percentage of purchases, etc.) for purchases made from disadvantaged, minority, and women-owned suppliers may be negotiated as part of the Order. Upon request Supplier will provide monthly reports to Buyer detailing small disadvantaged, minority, and women-owned enterprises contracted in support of Supplier's obligations hereunder.

# 40. News Releases, Publicity and Other Disclosures

Supplier shall not make or authorize any news release, advertisement, or other disclosure that relates to this Agreement or the Order or the relationship between Buyer and Supplier, deny or confirm the existence of the Agreement or the Order or make use of Buyer's name or logo without the prior written consent of Buyer.

# 41. Delays

Whenever there is an actual delay or threat to delay the timely performance of the Order, Supplier shall immediately notify Buyer in writing of the probable length of any anticipated delay and take, and pay for, all activity to mitigate the potential impact of any such delay.

# 42. Remedies

Supplier shall be liable for any damages incurred by Buyer as a result of Supplier’s acts or omissions under this Agreement. Except as expressly provided herein, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the Parties may have at law or in equity.

# 43. Partial Invalidity

If in any instance any provision of this Agreement or Order shall be determined to be invalid or unenforceable under any applicable law by any competent court or arbitration tribunal, such provision shall be ineffective only to the extent of such prohibition or unenforceability. The remaining provisions shall be given effect in accordance with their terms unless the purposes of the Agreement or Order can no longer be preserved by doing so. The provision declared invalid or unenforceable shall be deemed to be restated to reflect as nearly as possible the meaning and essence of such provision without rendering such amended provision invalid or unenforceable, to the extent permissible by applicable law.

# 44. Survival

All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of this Agreement or any Order, including but not limited to warranties, indemnifications, intellectual property (including rights to and protection of Intellectual Property and Proprietary Information), and product support obligations shall survive the expiration or termination of this Agreement or any Order.

# 45. No Waiver

No failure of any Party to exercise any right under, or to require compliance with, the

Agreement or Order, or knowledge of past performance at variance with the Agreement or Order, shall constitute a waiver by such Party of its rights hereunder. No concession, latitude or waiver allowed by either Party to the other at any time shall be deemed a concession, latitude or waiver with respect to any rights unless and only to the extent expressly stated in writing, nor shall it prevent such Party from enforcing any rights in the future under similar circumstances.

# 46. Relationship of the Parties

The relationship between Supplier and Buyer will be that of independent contractors and not that of principal and agent, nor that of legal partners. Neither Party will represent itself as the agent or legal partner of the other Party nor perform any action that might result in other persons believing that it has any authority to bind or enter into commitments on behalf of the other.

# 47. Captions

The captions, headings, section numbers, and table of contents appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

# 48. Interpretation

This Agreement shall be construed as if drafted jointly by the parties and no provision in this Agreement shall be interpreted for or against any party because that party or that party’s legal representative drafted the provision.

# 49. No Conflicts

None of the provisions of this Agreement or the Order, nor the Supplier’s performance hereof contravenes or is in conflict with any law, judgment, decree, order, or regulation of any governmental authority, or with any obligations owed to any other entity to which the Supplier or any others used by the Supplier are subject.

# 50. Order of Precedence

The order of precedence provision in an Agreement, if any, shall prevail over this

Section.

If there are any inconsistencies or conflicts in the provisions applicable to the Order, precedence shall be given in the following descending order: (i) the face sheets of the Order including the price, price adjustment terms, specifications, shipping, quality requirements, drawings, work statements, and modifications to the Agreement and/or these Terms and Conditions that specifically reference the section being modified; (ii) regarding product support obligations, the terms of any product support agreement entered into by the Parties; (iii) terms of the Agreement under which the Order is issued; and (iv) these Terms and Conditions.



**Standard Terms and Conditions of Purchase**

**Services**

December 1, 2019

OTIS

1 Carrier Place, Farmington, CT 06032

**ERMS AND CONDITIO**

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# 1. Definitions

1.1 "Affiliate" means, with respect to any entity, any other entity that directly or indirectly

controls, is owned by, controlled by or under common ownership or control with such

entity.

1.2 "Agreement" means the master terms agreement, long term agreement, subcontract, or

other agreement that references these Terms and Conditions, and pursuant to which

Orders are issued to Supplier.

1.3 "Buyer" means OTIS ("OTIS") or the Affiliate that issues an Order referencing the Agreement and/or these Terms and Conditions.

1.4 “Buyer Personal Information” shall mean any information or data provided (directly or

indirectly) or made accessible to Supplier or its agents, representatives, or subcontractors in connection with the Agreement, any Order, and the transactions thereunder that relate to any identified or identifiable natural person, or, to the extent of a conflict with applicable law, that is subject to any Data Privacy Laws.

1.5 "Buyer's Customer" means the ultimate owner or lessee of the Services and includes

the purchaser of an end product incorporating the Services provided by Supplier under

the Order.

1.6 “Data Privacy Laws” shall mean applicable national, federal, state, and provincial laws

relating to data privacy, the protection of personal information or data, and the crossborder

transfer of personal information or data.

1.7 "Delivery Date" means the date of delivery for Services as specified in an Order and/or

by the Delivery System.

1.8 "Delivery System" means Buyer's computer-based, web-enabled delivery scheduling

system or, alternatively, other paper-based communication system.

1.9 “Derived Technical Data” means information that is (i) of non-U.S. origin but subject to

U.S. jurisdiction, and (ii) in any form necessary for the design, development, production,

operation, modification or maintenance of Services, as set forth in applicable ITC Laws.

Derived Technical Data can include, but is not limited to, drawings, specifications, or

operation sheets that contain U.S.-origin data or that were developed using U.S.-origin

data.

1.10 "Facilities" means Buyer’s facilities or the facilities of Buyer’s Customers.

1.11 "Intellectual Property" means all inventions, patents, software, copyrights, mask works,

industrial property rights, trademarks, trade secrets, know-how, proprietary information

and rights and information of a similar nature. Such information includes, without

limitation, designs, processes, drawings, prints, specifications, reports, data, technical

information, and instructions.

1.12 “ITC Laws” mean the import, customs, export control, sanctions and U.S. anti- boycott

laws, regulations, and orders applicable at the time of the import, export, re-export,

transfer, disclosure, or provision of Technical Data, goods or Services including, without

limitation, the (i) Export Administration Regulations ("EAR") administered by the Bureau

of Industry and Security, U.S. Department of Commerce, 15 Code of Federal

Regulations (C.F.R.) Parts 730-774; (ii) International Traffic in Arms Regulations (the

"ITAR") administered by the Directorate of Defense Trade Controls, U.S. Department of

State, 22 C.F.R. Parts 120-130; (iii) Foreign Assets Control Regulations and associated

Executive Orders administered by the Office of Foreign Assets Control, U.S. Department

of the Treasury, 31 C.F.R. Parts 500-598; (iv) Internal Revenue Code, 26 U.S.C. § 999,

enforced by the U.S. Department of Treasury; (v) International Emergency Economic

Powers Act (“IEEPA”), 50 U.S.C., § 1701 et. Seq.; (vi) Customs regulations administered

by U.S. Customs and Border Protection, 19 United States Code (U.S.C.) and Title 19

C.F.R.; and (vii) applicable import, customs and export laws and regulations of other

countries, except to the extent they are inconsistent with the U.S. laws.

1.13 "Order" means a paper or electronic document sent by Buyer to Supplier, or where

provided for in an Agreement, an entry on a Buyer web site, to initiate the ordering of

Services, such as a purchase order, a scheduling agreement, a statement of work or

other authorization or Order, and including change notices, supplements or modifications

thereto. The phrase "in connection with the Order" includes performance of the Order,

performance in anticipation of the Order, and preparation of a bid or proposal for the

Order. Where the context permits, the term Order includes Agreement.

1.14 "Party" or "Parties" shall mean Buyer and/or Supplier, individually or collectively, as the

context requires.

1.15 "Prime Contract" means the government or commercial sales contract between Buyer

and Buyer's Customer.

1.16 “Processing” or “Processes” means with respect to OTIS Information, to use, access,

manipulate, modify, disclose, store (including backup), transmit, transfer, retain and

dispose of such OTIS Information.

1.17 “Services” means services described in Orders, the purchase of which is governed by

the terms of this Agreement and will be deemed to include, without limitation, all related

work product, goods and deliverables, including, without limitation, software, technology,

drawings, data reports, manuals, other specified documentation, or items that are

necessary and incidental to, or required to be delivered pursuant to, or in connection

with, an Order.

1.18 "Specifications" means all requirements with which Services and performance

hereunder must comply, including, without limitation, as applicable, drawings, instructions and standards, on a Buyer web site or elsewhere, as such requirements are specified and/or referenced in Orders, as such requirements are modified from time to time by Buyer.

1.19 ”Supplier” means the legal entity providing Services or otherwise performing work

pursuant to an Order.

1.20 “Supplier Personnel” shall mean Supplier’s employees, agents, representatives,

subcontractors, subcontractor employees, or any other person used by Supplier in the

performance hereof.

1.21 "Systems" means Buyer’s or Buyer’s Customer’s computer based information systems,

computer systems, databases and/or files.

1.22 “Technical Data” means information that is necessary for the design, development,

production, operation, modification or maintenance of Services as set forth in applicable

ITC Laws. “Technical Data” includes Derived Technical Data.

1.23 “Terms and Conditions” means this document, the OTIS

Standard Terms and Conditions of Purchase, regardless of whether modified or

unmodified by the Parties.

1.24 “OTIS Information” means (i) any Proprietary Information and any other data, materials or information owned or managed by Buyer or Buyer’s Affiliates or which Buyer or Buyer’s Affiliates are obligated to manage and/or protect on behalf of others: (a) provided to Supplier by Buyer or Buyer’s Affiliate; or (b) that Supplier collects, Processes, generates or uses for or on behalf of or at the direction of Buyer or Buyer’s Affiliate in providing the Services to Buyer or Buyer’s Affiliate; or (c) collected, Processed, generated, or used by Supplier or Supplier Personnel in providing the Services, including in each case metadata from Buyer’s or Buyer’s Affiliates’ use of the Services and derivatives of any of the foregoing (e.g., aggregations of OTIS Information, profiles of users of the Services, or analysis of the content of Buyer or Buyer’s Affiliate data records or how Buyer or Buyer’s Affiliate uses the Services) and (ii) Buyer Personal Information.

# 2. Scope of Agreement

Supplier's (i) full or partial performance under, or indication thereof, or (ii) acknowledgement of the Order, is acceptance of the Order and all terms and conditions contained in the Order, including these Terms and Conditions. Any terms and conditions proposed in Supplier's offer, acceptance or in any acknowledgment, invoice, or other form of Supplier that add to, vary from, or conflict with the terms herein are hereby rejected.

# 3. Specifications

Supplier shall comply with all Specifications. Supplier shall immediately notify Buyer, in writing, of any failure of the Supplier and/or the Services to comply with the Specifications.

# 4. Payment

If not otherwise specified in the Agreement or face of the applicable Order, payment of invoices issued under any Order shall be due and payable 90 days following Buyer’s receipt thereof, provided (i) the associated Services have been delivered pursuant to Buyer’s delivery requirements and (ii) Buyer’s invoicing requirements have been satisfied (including, without limitation, references to the applicable Order number, description of items, quantities, unit prices, and taxes).

# 5. Delivery

5.1 Supplier shall use the Delivery System and electronic data exchange billing and

invoicing systems (collectively, "Buyer Systems") specified by Buyer.

5.2 The delivery information in the Buyer Systems shall establish the Delivery Dates for the

Services. Supplier shall only ship in accordance with the rules established by the Buyer

Systems, and shall make use of the bar codes and other documentation generated by

the Delivery System.

5.3 Time is of the essence in Supplier's performance of an Order, and Supplier shall perform

Services by the Delivery Date.

5.4 Buyer may from time-to-time adjust its delivery schedules, and unless otherwise agreed

in writing, such changes in schedule shall not affect the prices of the Services ordered.

5.5 Supplier shall give Buyer at least 180 days prior written notice of the permanent

discontinuance of production of items covered by Orders, provided however that compliance with this provision shall in no way relieve the Supplier from its obligations under the Order.

# 6. Warranty

6.1 Supplier warrants to Buyer that all Services provided under or in connection with an

Order: (i) have been, if applicable, and will be performed in a professional and workmanlike manner and in accordance with current, sound and highest generally accepted industry standards and practices by appropriately licensed, trained, supervised and personnel who are experienced in the appropriate fields; and (ii) do, if applicable, and will conform to and be in compliance with all applicable Specifications, performance requirements and other requirements contained in the Order (the “Service Warranty"). Suppler agrees that should any of the Services be defectively performed by Supplier, Supplier will re-perform or correct such defective Services at no additional charge. In the event of failure by Supplier to correct defects in or replace nonconforming Services promptly, Buyer, after reasonable notice to Supplier, may make such correction or replace such Services and charge Supplier for the cost incurred by Buyer thereby.

Notwithstanding any other provision, in addition to the foregoing, Supplier shall be liable for Buyer's actual costs, expenses and damages related to or arising from the Services not conforming to the Services Warranty.

6.2 Supplier warrants to Buyer that all documentation and certifications by Supplier or

Supplier’s subcontractors or business partners related to the Services and Order, as

applicable, are current, complete, truthful, and accurate and have been signed or stamped, as applicable, by individuals authorized and qualified to sign or stamp such documentation and certifications

6.3 Except for permits and/or licenses required by statute or regulation to be obtained by Buyer, Supplier agrees to obtain and maintain - at its own expense - all permits, licenses and other forms of documentation required by Supplier in order to comply with all existing national, state, provincial or local laws, ordinances, and regulations, or of other governmental agency, which may be applicable to Supplier's performance of work hereunder. Buyer reserves the right to review and approve all applications, permits, and licenses prior to the commencement of any work hereunder.

# 7. Indemnification

Supplier shall indemnify and save harmless Buyer, Buyer's Customers, insurers, Affiliates and their employees, agents, officers and directors for and from all suits, claims, judgments, awards, losses, damages, costs or expenses (including attorneys' fees) relating to, arising out of, or caused by the performance hereunder, any act or omission of Supplier or any Services. Supplier's indemnification obligation hereunder covers, without limitation, injuries, sickness, diseases (including occupational disease whenever occurring), or death of Supplier employees.

# 8. Taxes

8.1 Unless otherwise stated in this Agreement or the Order, all payments or prices are exclusive of any transactional taxes, including sales and use, value-added, goods and services, or any other taxes, fees or duties ("Taxes") levied in regard to any of the transactions covered by this Agreement or the Order.

8.2 When invoicing, Supplier shall separately state any Taxes that Supplier is required to collect from Buyer and warrants that invoices comply with all requirements, as to content and format, of tax and civil statutes that have jurisdiction over the transaction(s) performed by Supplier.

8.3 Supplier is solely responsible for the fulfillment of its obligations to collect and remit Taxes collected from Buyer under this Agreement or the Order to the proper tax authorities, as required by law. Any penalties, fees or interest charges, or any other levy imposed by a government authority related to Supplier’s failure to collect or remit any such Taxes shall be borne by Supplier. Buyer is not responsible for any tax based on Supplier’s income, payroll or gross receipts.

8.4 If Buyer is required by law to withhold an amount on account of taxes for which Supplier is responsible, Buyer shall deduct any such withholding from payment to Supplier and provide sufficient supporting documentation to Supplier.

8.5 Supplier shall, upon receipt from any tax authority of any levy, notice, assessment, or withholding of any Taxes for which Buyer may be obligated, notify Buyer in writing at its stipulated address, directed to: Director, Indirect Tax. The Parties shall cooperate in the resolution of disputes pertaining to any Taxes. If Buyer may directly contest any Taxes, then it may do so and, to the extent permitted by law, withhold payment during contest pendency. If Buyer is not so permitted, Supplier shall contest the Taxes as requested by the Buyer.

8.6 Supplier shall deliver electronically by way of the Internet all software of any type, including manuals. Supplier shall separately itemize the prices of electronically delivered software, licenses, fees and Services on invoices. Invoices shall clearly indicate the manner of software delivery by inclusion of the phrase, "software delivered electronically to the customer via the internet."

8.7 Buyer and Supplier agree to work together in good faith as needed to eliminate or reduce any applicable Taxes, levies, excises, import fees, clearance costs, or other charges of any kind which may be payable by either Party, where applicable, and to secure any certificate of exemption or recoveries; provided that any such efforts do not cause a transfer of the tax burden from one Party to the other Party, or otherwise serve to modify the terms and conditions of this Agreement or the Order without written consent from both Parties.

# 9. Inspection and Audit Rights

9.1 In addition to any other inspection or audit rights granted to Buyer hereunder, Buyer, an

authorized representative of Buyer, or any competent regulatory authority, may at any time after reasonable notice by Buyer, inspect and audit Supplier's books and records, its facilities, or such parts of its facilities as may be engaged in the performance of this Order, and Supplier shall provide reasonable access to Supplier’s personnel, for Buyer to assess and verify Supplier’s compliance with the requirements set forth in the Order.

9.2 Supplier shall maintain such complete books, records and documentation for all Services

performed, which shall be available to Buyer during performance of an Order and until the later of: (i) 4 years after final payment, (ii) final resolution of any dispute involving the Services performed hereunder, (iii) the latest time required by an Order, (iv) the latest time required by applicable laws and regulations, or (v) as otherwise directed by Buyer.

# 10. Buyer’s Property

All tools, equipment models, drawings or other materials furnished by Buyer to Supplier or made by Supplier for the purpose of this Agreement or paid for by Buyer and all replacements thereof and materials attached thereto, shall be and remain the property of Buyer. All Buyer’s property and, whenever applicable, each individual item thereof, will be plainly marked and otherwise adequately identified by Supplier as being Buyer’s property, will at Supplier’s expense be safely stored (separate and apart from Supplier’s property whenever practicable) and maintained and will be kept free of all liens, claims, encumbrances and interests of third parties. Supplier shall be responsible for loss of and damage to Buyer’s property.

# 11. Changes

11.1 Buyer's authorized procurement representative may unilaterally make changes within the

general scope of the Order, including changes in whole or part to: (i) any designs, Specifications and drawings, (ii) the statement of work, (iii) the method or manner of performance, and/or (iv) quality requirements (collectively "Change(s)"). Supplier shall perform any Changes ordered by Buyer. Any Order terms that incorporate flexibility for variations or modifications shall not be considered Changes within the meaning of this Section.

11.2 If any such changes cause an increase or decrease in the cost or the time required for the performance or otherwise affect any other provision of the Order, an equitable adjustment shall be made and the Order shall be modified in writing accordingly. Supplier’s claims for adjustment under this section shall be deemed waived unless asserted in writing (including the amount of the claim) and delivered to Buyer within 15 days from the date Supplier receives the Change order.

# 12. Insurance

12.1 Without limiting Supplier's duty to hold harmless and indemnify hereunder, Supplier agrees to secure and carry as a minimum the following insurance with respect to all work to be performed under the Agreement and any Order for the duration of the Agreement and any Order: (i) Workers' Compensation Insurance, inclusive of an alternate employer endorsement, in an amount sufficient by virtue of the laws of the U.S., foreign country, state, or other governmental subdivision in which the work or any portion of the work is performed and Employer's Liability Insurance in the minimum amount of $1,000,000 for any one occurrence; (ii) Commercial General Liability Insurance including Premises Liability and contractual Liability, in which the limit of liability for property damage and bodily injuries, including accidental death, shall be at a minimum, a combined single limit of $5,000,000 for any one occurrence; (iii) if Supplier vehicles are used on Buyer's premises and/or used to accomplish work under the Order or otherwise on behalf of Buyer, Automobile Liability Insurance in which the limit of liability for property damage and bodily injuries, including accidental death, shall be a combined single limit of $2,000,000 for any one occurrence; (iv) if Supplier or its subcontractors have Buyer's

materials or equipment in its care, custody or control, Supplier shall have and maintain All-Risk Property Insurance in an amount sufficient to meet or exceed the value of such material; (v) if Supplier is performing professional services on behalf of Buyer, Supplier shall maintain Professional Liability Insurance with a limit of no less than $5,000,000; (vi) if Supplier is rendering computer, coding or information technology services and/or technology products on behalf of Buyer, Technology Errors and Omissions Liability Insurance with a limit of not less than $10,000,000 per claim, which insurance shall include, at a minimum, coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render such services and products, computer or information technology services and technology products; and (vii) if Supplier is providing any software, code or algorithms (other than standardized off-the-shelf, non-customized software), has access to Systems, or will hold, process or store any OTIS Information on Supplier’s systems, Privacy and Network Security (Cyber) insurance, in an amount not less than $5,000,000 per claim, which insurance shall include, at a minimum, protection for privacy breach, system breach, denial or loss of service, introduction, implantation, or spread of malicious software code, and unauthorized access to or use of computer systems.

12.2 All such insurance shall be issued by companies authorized to do business under the

laws of the State or jurisdiction in which all or part of the Services are to be performed, and must have an AM Best financial rating of A- or better or an equivalent rating as produced by another rating agency acceptable to Buyer.

12.3 The insurance coverages described above shall be in form satisfactory to Buyer, and shall contain a provision prohibiting cancellation or material change except upon at least 10 days’ prior notice to Buyer. All such insurance policies will be primary in the event of a loss arising out of Supplier's performance of work and shall provide that where there is more than one insured the policy will operate, except for the limits of liability, as if there were a separate policy covering each insured and shall operate without right of contribution from any other insurance carrier by Buyer. Certificates evidencing such insurance and endorsements naming OTIS and Buyer as an additional insured or, in the case of All Risk Property Insurance, naming OTIS and Buyer as a loss payee, shall be filed with Buyer upon execution of the Order and before commencement of any work hereunder, and within 30 days after any renewals or changes to such policies are issued. To the extent permitted by law, Supplier and its insurer(s) agree that

subrogation rights against OTIS and Buyer are hereby waived; such waiver shall be

reflected on the insurance certificate. Supplier shall, if requested by Buyer, advise Buyer

of the amount of available policy limits and the amounts of any self-insured retention. The certificate of insurance shall identify the contract number or work to be performed and shall acknowledge that such coverage applies to liabilities incurred by Supplier, its employees, invitees or agents under the Order and that such insurance shall not be invalidated by any act or neglect of Supplier whether or not such act or neglect is a breach or violation of any warranty, declaration or condition of the policies.

12.4 Buyer’s failure to monitor compliance or unsatisfactory compliance with the terms of

these insurance requirements does not modify or waive Supplier’s obligations hereunder.

12.5 Any self-insurance, self-retained layer, deductibles, and exclusions in coverage in the

insurance policies described above will be assumed by, for the account of, and at the sole risk of Supplier. In no event will the Supplier’s liability be limited to the extent of the minimum limits of insurance required herein.

12.6 Supplier agrees to insert the applicable substance of this Section in all major subcontracts entered into by Supplier to support work performed under the Order.

# 13. Termination for Convenience

13.1 Buyer may, at any time, terminate all or part of the Order (which, for the avoidance of doubt, includes the Agreement), for its convenience upon written notice to Supplier.

13.2 Upon termination, in accordance with Buyer's written direction, Supplier will immediately:

(i) cease work and place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the Order; (ii) prepare and submit to Buyer an itemization of all completed and partially completed Services; (iii) if requested by Buyer, deliver to Buyer any and all Services completed up to the date of termination at the pre-termination Order price; and (iv) if requested by Buyer, deliver any work-in-process.

13.3 In the event Buyer terminates for its convenience after performance has commenced,

Buyer will compensate Supplier only for the actual and reasonable work-in-process costs

incurred by Supplier on Services required to be performed within the Lead Time period, calculated from Buyer's issuance of the notice of termination. If the Order does not specify Lead Time, Lead Time shall be the reasonable average lead time for the Services in accordance with Buyer data. Supplier shall use reasonable efforts to mitigate its own and Buyer's liability under this Section. In order to receive compensation, Supplier's termination claim must be submitted within 90 days from the effective date of the termination.

13.4 Buyer shall not be liable to Supplier for costs or damages other than as described above, and in no event for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the price allocated to the portion of the Order terminated.

# 14. Termination for Default

14.1 Buyer may, by written notice, terminate the Order (which, for the avoidance of doubt,

includes the Agreement) or any portion thereof, for default without any liability or obligation whatsoever to Supplier for the portion terminated, in the following circumstances: (i) Supplier fails to perform any obligation hereunder, including a delivery obligation; (ii) when Buyer has reasonable grounds for insecurity, and Supplier fails to provide adequate assurances of performance within 10 days following Buyer's demand or, (iii) should Supplier (a) become insolvent, (b) become unable to pay its debts as they mature, (c) make a general assignment for the benefit of creditors, (d) have a receiver appointed for the whole or any substantial part of its assets, or (e) become in any way the subject of a bankruptcy petition (each in subsection (iii), a “Supplier Insolvency”).

14.2 Buyer shall have no liability in relation to those Services terminated for Supplier's default. Supplier shall be liable to Buyer for any and all expenses, costs, and damages including increased reprocurement costs and other non-recurring costs, except in the circumstance of any failure or delay constituting an "Excusable Delay" as set forth in the Section herein entitled "Force Majeure."

14.3 If the Order is entirely or partially terminated under this Section other than pursuant to a

Supplier Insolvency, Buyer, in addition to any other rights Buyer may have, may require

Supplier, at no charge to Buyer, to: (i) deliver to Buyer all information, data, know-how, and other Intellectual Property, including proprietary information, utilized by Supplier in performing the Order; (ii) provide technical and transition assistance; and (iii) provide to Buyer a worldwide, perpetual, non-exclusive, fully paid, irrevocable, license, with the right to grant sublicenses, to Supplier's information, data, know-how, and other Intellectual Property, including proprietary information, to the extent necessary, to enable Buyer to use and license and/or perform, or have performed, the Services.

14.4 In addition to and not in lieu of other rights to Intellectual Property otherwise set forth in the Agreement or these Terms and Conditions, Supplier hereby grants to Buyer a worldwide, perpetual, non-exclusive, fully paid, irrevocable, license ("Additional License"), with the right to grant sublicenses, to Supplier's information, data, know-how, tooling, test equipment and other Intellectual Property, including without limitation proprietary and manufacturing information to enable Buyer to use and license and/or perform, or have performed, the Services, subject to Buyer’s agreement not to exercise such rights under this Additional License except in the event of a Supplier Insolvency, whether or not the Order is terminated. As part of such Additional License, Supplier shall upon Buyer's written request and at no charge to Buyer, promptly (i) deliver to Buyer all information, data, know-how, and other Intellectual Property, including proprietary information, utilized by Supplier in performing the Order, and (ii) provide technical and transition assistance in order to ensure Buyer's continuing requirements for Services.

14.5 If, after notice of termination under this Section, it is determined that Supplier was not in default, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience Section. In such case, Supplier shall not be entitled to any remedy other than as provided for in the Termination for Convenience Section.

# 15. Intellectual Property Rights (for non-U.S. Government Orders)

15.1 "Background Intellectual Property" shall mean all Intellectual Property other than

Foreground Intellectual Property.

15.2 "Foreground Intellectual Property" shall mean all Intellectual Property and tangible work product conceived, created, acquired, or first reduced to practice in connection with the Order.

15.3 Each Party retains its existing rights in Background Intellectual Property.

15.4 Buyer shall own all Foreground Intellectual Property. Supplier shall disclose to Buyer all

Foreground Intellectual Property. If not expressly required to be delivered in the Order, Supplier shall deliver to Buyer all Foreground Intellectual Property upon written request from Buyer. Supplier hereby irrevocably assigns and promises to assign to Buyer all right, title and interest to all Foreground Intellectual Property. Supplier agrees to do all things reasonably necessary to enable Buyer to secure and perfect Buyer's Foreground Intellectual Property rights, including, without limitation, executing specific assignments of title in Foreground Intellectual Property by Supplier to Buyer and cooperating with Buyer at Buyer's expense to defend and enforce Buyer's rights in any such Foreground Intellectual Property. All Foreground Intellectual Property shall be considered Buyer's Proprietary Information (defined hereinafter). Supplier agrees that, for any works of authorship created by Supplier or any employees or any others used by Supplier in the course of the Order, those works that come under one of the categories of "Works Made for Hire" in 17 U.S.C.§101 shall be considered "Works Made for Hire." For any works of authorship that do not come under such categories, Supplier, warranting that it has the right to do so, hereby assigns and promises to assign all right, title, and interest to any copyright in such works to Buyer and will execute, or cause to be executed at Buyer's expense, any documents required to establish Buyer's ownership of such copyright.

15.5 Supplier represents and warrants that Supplier has sufficient rights in all Services and

Intellectual Property and other items that Supplier uses or transfers to Buyer in connection with the Order to allow Supplier to lawfully comply with the Order.

15.6 Supplier hereby grants and promises grant to Buyer and Buyer's Affiliates a worldwide, non-exclusive, perpetual, fully-paid, irrevocable, transferable license to Background Intellectual Property (i) to use, sell, offer for sale, import, export, copy, adapt, embed, modify, make derivative works, perform and have performed Services, and (ii) to enable Buyer to practice the Foreground Intellectual Property.

15.7 Supplier hereby irrevocably waives and promises to waive all moral rights to the extent

permissible by law, all rights of privacy and publicity, and the like, in all Services provided to Buyer and in all activities in connection with the Order.

15.8 Supplier represents and warrants that Supplier shall not provide, in the performance of the Order, any software, including without limitation source code, compiled code, embedded software, firmware, free software, open source software, freeware, general public license-governed software, or any electronic hardware, including without limitation free hardware designs, or open source hardware designs, in any form that is subject to any obligations or conditions that may provide a legal right to any third party to access such software, and/or electronic hardware, or that could otherwise impose any limitation or condition on Buyer’s use, reproduction, modification, distribution or conveyance of such software or electronic hardware.

15.9 Except as expressly authorized herein, nothing in the Order shall be construed as Buyer granting Supplier a license in or any right to use any of Buyer's Intellectual Property other than in the performance of work under the Order.

# 16. Intellectual Property Indemnification

16.1 Supplier shall indemnify and hold harmless Buyer, Buyer's Customers, Affiliates, and subsidiaries, their agents, directors, officers, and employees, and each subsequent purchaser or user, from any losses, costs, damages, and liabilities, including, without limitation, any attorney's fees, court costs and fines, arising from any potential or actual claim, suit, injunction, action, proceeding, or investigation alleging infringement or violation of any Intellectual Property rights or license, related to the use or other exploitation of any Services performed in connection with the Order ("Claim").

16.2 Supplier shall not be liable for any Claim based on Supplier's compliance with any

Specification created by Buyer, unless: (i) Supplier could have complied with Buyer's Specification using a solution that was non-infringing; (ii) the relevant portion of the Specification was derived from, recommended by, or provided by, Supplier; or (iii) Supplier knew or should have known of a Claim or potential Claim and did not promptly notify Buyer in writing.

16.3 Supplier shall, upon written notice from Buyer of a Claim, promptly assume and diligently conduct the entire defense of a Claim at its own expense. Insofar as Buyer's interests are affected, Buyer shall have the right, at its own expense and without releasing any obligation of Supplier, to participate and intervene in a Claim. Buyer shall have the right to reasonably reject counsel selected by Supplier. Supplier shall not enter into any settlement without Buyer's prior written consent, which shall not be unreasonably withheld.

16.4 Buyer may supersede Supplier in the defense of any Claim, and assume and conduct the defense at Buyer's sole discretion. In such an event, Supplier shall be released from any obligation to pay for attorneys' fees and court costs, but not settlement or damages, and any such release is expressly conditioned on Supplier's complete cooperation with Buyer in Buyer's defense of such Claim at Buyer's expense. Buyer shall not enter into any settlement without Supplier's prior written consent, which shall not be unreasonably withheld.

16.5 If the use or other exploitation of any Services is enjoined by a court, if delivery is precluded by a government entity, or should Supplier refuse to provide any Services to avoid a potential third party claim, Supplier shall avoid any disruption to Buyer and shall (i) secure for Buyer the right to use such Services; (ii) modify or replace such Services with equivalent non-infringing Services; or (iii) provide such other solution acceptable to Buyer. Supplier shall reimburse Buyer for Buyer's costs incurred in obtaining all internal, external and Buyer's Customer approvals, qualifications, certifications, and the like, necessary for using alternate non-infringing Services. Supplier shall refund to Buyer the purchase price of any such Services that Buyer is prohibited from using or otherwise exploiting.

# 17. Proprietary Information

17.1 In order to deliver the most effective and efficient Services possible and meet Buyer’s

requirements for those Services, Buyer and Supplier anticipate the need to exchange Proprietary Information (as defined below) for the design, development, testing, manufacture and/or repair of Services, as applicable in connection with such Order and/or the Agreement. In recognition of the value of that Proprietary Information, as well as to protect Buyer's goodwill and reputation in its products, Supplier agrees to the terms and conditions of this Section.

17.2 “Proprietary Information” shall mean all information, knowledge or data (including without limitation financial, business, and product strategy information; product specifications; product designs; procedures; studies; tests; and reports) in written, electronic, tangible, oral, visual or other form, (i) disclosed by, or obtained from, Buyer or (ii) conceived, created, acquired, or first reduced to practice in connection with the Order. If Buyer furnishes sample products, equipment, or other objects or material to Supplier, the items so received shall be used and the information obtained from said items shall be treated as if they were Proprietary Information disclosed in connection with the Order.

17.3 Unless Supplier has received Buyer's express written consent to the contrary, Supplier

shall (i) use the Proprietary Information solely for the purposes of the Order, and not for any other purpose (including, without limitation, designing, manufacturing, selling, servicing or repairing equipment for entities other than Buyer; providing services to entities other than Buyer; or obtaining any government or third party approvals to do any of the foregoing); (ii) safeguard the Proprietary Information to prevent its disclosure to or use by third parties; (iii) not disclose the Proprietary Information to any third party; and (iv) not reverse engineer, disassemble, or decompile the Proprietary Information.

17.4 Supplier may disclose the Proprietary Information to officers, directors, employees, contract workers, consultants, agents, affiliates or subcontractors of Supplier who have a need to know such Proprietary Information for the purposes of performing the Order and who have executed a written agreement with Supplier obligating such entity or person to treat such information in a manner consistent with the terms of this Section.

17.5 The Order shall not restrict Supplier from using or disclosing any information that, as proven by written contemporaneous records kept in the ordinary course of business: (i) is or may hereafter be in the public domain through no improper act or omission of Supplier or a third party; (ii) is received by Supplier without restriction as to disclosure by Supplier from a third party having a right to disclose it; (iii) was known to Supplier on a non-confidential basis prior to the disclosure by Buyer; or (iv) was independently developed by employees of Supplier who did not have access to any of Buyer's Proprietary Information.

17.6 If Proprietary Information is required to be disclosed pursuant to judicial process, Supplier shall promptly provide notice of such process to Buyer and, upon request, shall fully cooperate with Buyer in seeking a protective order or otherwise contesting such a disclosure. Disclosure of such requested Proprietary Information shall not be deemed a breach of the Order provided that the obligations of this Section are fulfilled by Supplier.

17.7 Buyer shall have the right to audit all pertinent documentation of Supplier, and to make

reasonable inspection of Supplier's premises, in order to verify compliance with this Section.

17.8 Obligations in this Section regarding Proprietary Information shall continue until such time as all Proprietary Information is publicly known and generally available through no improper act or omission of Supplier or any third party.

17.9 Unless required otherwise by law or the Order, Supplier shall promptly return, or otherwise dispose of Proprietary Information as Buyer may direct. Absent contrary instructions, Supplier shall destroy all Proprietary Information 1 year after termination or completion of the Order and provide written acknowledgement to Buyer of such destruction.

17.10 Supplier agrees to cause all information regardless of form (including, for example, electronic, magnetic and optical media, software, and compilations), containing or derived in whole or in part from Proprietary Information to bear the following legend:

**This document contains the property of OTIS and/or a**

**OTIS Affiliate. You may not possess, use, copy or**

**disclose this document or any information in it for any purpose, including without**

**limitation to design, manufacture, or repair parts without**

**express written permission. Neither receipt, from any source, nor possession of**

**this document, constitutes such permission. Possession, use, copying or**

**disclosure by anyone without express written permission of OTIS and/or the OTIS Affiliate issuing the**

**Order is not authorized and may result in criminal and/or civil liability.**

17.11 Notwithstanding any proprietary or confidential labels or markings, all information of

Supplier disclosed to Buyer relating to the Order will be deemed non-confidential and the

content of the Order may be disclosed by Buyer to any of Buyer’s Affiliates, and/or to

Buyer's Customer or Buyer's subcontractors and potential subcontractors provided that

Buyer's Customer or subcontractors have a need to access or know such information.

Moreover, Buyer may disclose all Supplier information, in accordance with applicable

governmental regulations including, without limitation, for the

purpose of obtaining necessary government approvals.

17.12 Supplier agrees that it will not accept from any third party, or use, any information that

appears to be similar to Proprietary Information without first obtaining Buyer's express written consent, except that Supplier may receive solicitations or purchase orders issued by a partner or higher-tier supplier of Buyer that expressly reference a Buyer Purchase Order and contain obligations no less stringent than this Section. Supplier shall promptly notify Buyer if Proprietary Information is offered to Supplier by a third party or of the suspected possession of Proprietary Information by a third party.

17.13 For Proprietary Information exchanged in connection with the Order, the terms of this

Section shall supersede any provisions regarding the protection of proprietary information in any other agreements between the Parties.

# 18. Security for OTIS Information Stored by Supplier

The following provisions are applicable whenever the Supplier will store OTIS Information.

18.1 In addition to capitalized terms used herein but defined elsewhere in the Agreement

and/or Order, the following terms shall have the following meanings:

“Security Issues” means (a) any situation, threat, vulnerability, act or omission posing a risk of giving rise to a Security Incident, or (b) any breach of Supplier’s representations or covenants in this Agreement and/or Order regarding safeguarding of OTIS Information.

“Security Incident” means (a) any circumstance that involves, or which a party reasonably believes may involve, (i) the accidental or unauthorized access, use, disclosure, modification, storage, destruction or loss of OTIS Information in Supplier’s or Supplier Personnel’s possession, custody or control; (ii) interference with system operation in an information system or in any medium or format, including paper (hard) copy documents that subjects OTIS Information to risk of unauthorized access, use, disclosure, modification, storage, destruction or loss; or (b) any other similar incident as may be so defined by any Data Privacy Law and by any laws and regulations (national, federal, state and provincial) relating to the protection of OTIS Information.

18.2 Supplier will use commercially reasonable efforts to establish, maintain and comply with

administrative, technical and physical safeguards that are designed to (*a*) protect the security, availability and integrity of Supplier’s network, systems and operations, the Services and the OTIS Information; (b) guard against Security Issues; and (c) satisfy the requirements for certification under ISO 27001. Supplier will develop, implement and maintain a written security program, reasonably acceptable to Buyer that includes appropriate administrative, technical, organizational and physical safeguards, security awareness and security measures designed to protect OTIS Information from unauthorized access and use.

18.3 Supplier agrees to install and implement security hardware, software, procedures and policies that will provide effective information security and are acceptable to Buyer. Supplier agrees to monitor and update such hardware, software, procedures and policies to utilize improved technology and to respond to developing security threats in order to maintain a level of security protection, preparedness and resilience appropriate for the information involved and the then current state of security solutions. Upon request, Supplier shall provide Buyer with any reports or results of any internal audit related to IT security performed by or on behalf of Supplier during the term of the Agreement and/or Order or any audit reports issued, including but not limited to, under the SSAE 16 report or ISAE 3402.

18.4 Supplier further agrees to:

18.4.1 Only collect, access, use, or share OTIS Information, or transfer OTIS Information to authorized third parties, in performance of its obligations under the Agreement and/or Order, in conformance with this Agreement, or to comply with legal obligations. Supplier will not make any secondary or other use (e.g., for the purpose of data mining) of OTIS Information except (a) as expressly authorized in writing by Buyer in connection with Buyer’s purchase of Services hereunder, or (b) as required by law.

18.4.2 Maintain and implement information security policies which address, at a

minimum the following domains:

• information security policy

• organization of information security

• asset management

• human resourced security

• physical and environmental security

• communications and operations management

• access control

• information systems acquisition, development and maintenance

• information security incident management

• business continuity management

• regulatory compliance

and provide Buyer with an index or similar summary of its policies sufficient to evidence to Buyer’s reasonable satisfaction that each domain is addressed in a manner consistent with this Section. Supplier shall provide Buyer with an updated index or summary, upon Buyer’s request, and indicate any plans, including a timetable for implementation, of planned upgrades to comply with the policy. Supplier shall implement those reasonable requests for modification of such policy requested by Buyer.

18.4.3 Allow Buyer or its designee to conduct a security audit at its facilities on one day's notice, and allow Buyer at any time to conduct (or have conducted) a network audit. If the OTIS Information is stored in a shared environment per the agreement of Buyer, then Buyer shall use a third party to conduct such audits. The audits shall include any facilities with OTIS Information including backup storage facilities.

18.4.4 Segregate all OTIS Information into a separate database only accessible by Buyer, and its agents and those employees and agents of Supplier that require access to perform the Services or to maintain the equipment and the program on which it runs, unless otherwise agreed by Buyer. Logical segregation of data, if approved by Buyer, may be an acceptable alternative to this requirement. Supplier shall use reasonable efforts, as measured by the available technology at the time, to prevent anyone other than its authorized employees and Buyer and its agents from accessing the OTIS Information.

18.4.5 Assure that all OTIS Information and applicable software is appropriately backed up

and recoverable in the event of a disaster or emergency, and that Supplier’s disaster recovery plan (as may be otherwise required herein) shall incorporate such requirements.

18.4.6 Encryption Requirements. Supplier will use, and will cause Supplier Personnel to use, appropriate forms of encryption or other secure technologies at all times in connection with the Processing of OTIS Information, including in connection with any transfer, communication, remote access or storage (including back-up storage) of OTIS Information, as authorized or permitted under the Agreement and/or Order. Notwithstanding any provision to the contrary herein, Buyer Personal Information shall not be stored on any Supplier mobile computing devices (e.g. laptop computers, PDAs (personal digital assistants), etc.)

18.4.7 Provide Buyer, at the time of signing this Agreement and/or Order, with a termination plan that addresses how OTIS Information will be returned to Buyer at the end of this Agreement and/or Order, including backup and archival information, and how all OTIS Information will be permanently removed from Supplier’s equipment and facilities. This plan should include supplying the data to Buyer in an industry recognized nonproprietary database and, if not, a license to use the proprietary database software to access the data.

18.4.8 Provide information to and fully cooperate with Buyer in response to any subpoena,

investigation or the like seeking OTIS Information and provide information and assistance for Buyer to seek certification and the like relative to its information including information in the possession of Supplier. Supplier shall promptly notify Buyer upon the receipt of any request requiring that OTIS Information be supplied to a third party.

18.4.9 When requested by Buyer, Supplier agrees to comply, within a reasonable period of time, with OTIS Information security policies as provided to Supplier by Buyer.

18.4.10 Supplier shall not provide OTIS Information to any other entity without the prior

written approval of Buyer. A request for Buyer approval shall include agreement by Supplier, and such other entity, that (i) all of the requirements of this provision are applicable to their performance and (ii) Buyer shall have the right to perform the audits described above.

18.5 Supplier will provide to Buyer immediate written notice of (i) any failure to meet the then current standards for information security, and (ii) any and all reasonably suspected and/or confirmed Security Issues. Such notice will summarize in reasonable detail the impact on Buyer or any individuals affected by such Security Issue and the corrective action and remediation efforts taken or proposed to be taken by Supplier. Immediately following any Security Issue or any other failure to meet information security standards, whether identified by Supplier or Buyer, Supplier will take steps to mitigate risks posed, consult in good faith with Buyer regarding remediation efforts, and undertake a remediation plan which Buyer determines in its sole but reasonable discretion, to be necessary, reasonable or appropriate under the circumstances commensurate with the nature of the Security Issue or failure, or as requested by any government body. Supplier will be solely responsible for all costs and expenses, including, without limitation, the reasonable costs of re-testing performed to verify that any Security Issue has been remediated. Failure to remedy the risks of a Security Issue or failure within the time frame and manner specified by Buyer is deemed a material breach of this Agreement.

# 19. Access to Facilities, Systems or OTIS Information

These provisions apply whenever Supplier Personnel will be granted access to (i) Facilities and/or (ii) Systems, provided, however, that Buyer may apply the provisions herein in the event Supplier Personnel is otherwise granted access to OTIS Information (“Access”).

19.1 Supplier shall perform identity screenings, work authorization verifications and background checks on any and all Supplier Personnel seeking Access in order to identify persons or entities ineligible for such Access. In furtherance of this obligation, Supplier shall, in advance of any request or grant of such Access:

19.1.1 Verify the identity and requisite work authorization of Supplier Personnel requiring Access. Buyer or its Affiliates may further direct Supplier to use a designated service provider to verify authorization to work, U.S. person and/or citizenship status, at Supplier’s sole cost and expense.

19.1.2 Except to the extent not permissible by applicable law, perform a background screen on Supplier Personnel using a company approved by Buyer evidencing that (i) Supplier Personnel do not have any criminal convictions, as reported in the result of a background screen, or (ii) if they do have criminal convictions, Supplier Personnel were hired only after an individualized assessment was conducted in accordance with all applicable laws and taking into consideration the nature and severity of the underlying offenses, the nature and scope of the Access to be granted, the specific jobs at issue, and the length of time since the convictions.

19.1.3 Supplier shall not seek Access for any Supplier Personnel ineligible for such Access based on the failure to meet the above criteria, and will notify Buyer immediately, in writing, if any of Supplier’s Personnel with Access is no longer eligible.

19.2 Supplier agrees that Buyer shall have sole discretion as to whether Supplier is granted Access, and agrees that any Access privileges granted to Supplier will be defined by Buyer. Buyer reserves the right to impose additional requirements before granting Supplier Personnel Access, including, without limitation, with respect to export compliance, privacy, protection of OTIS Information, security clearance, applicable training, drug screening, credit check, technology control plans, intellectual property agreements and compliance with other site-specific policies and procedures.

19.3 Supplier is responsible for ensuring that any Supplier Personnel requiring Access meet

such Access requirements and that Access privileges are limited to approved Supplier Personnel. Supplier shall immediately notify Buyer if, at any time during the performance of the Order, (i) any information related to Supplier Personnel is altered or rendered inaccurate for any reason, or (ii) the need for Access ceases for any of such Supplier Personnel having Access. The need to Access shall automatically cease for any Supplier employees who are terminated, transferred, or otherwise no longer employed by Supplier.

19.4 Supplier or Supplier Personnel’s refusal or failure to meet Buyer’s Access requirements at any time during the performance of the Order may result in Buyer’s refusal to grant Supplier Personnel Access, and Supplier agrees that Buyer shall have the right to deny, and, without notice, terminate Access by Supplier or any of Supplier Personnel in whole or in part. Inability of Supplier to comply with the requirements of this provision shall not excuse Supplier from performing the Agreement and/or Order and shall not constitute an “Excusable Delay” as set forth in the Section herein entitled “Force Majeure.

19.5 If Supplier is an individual, Supplier acknowledges that he/she is not an employee of Buyer or Buyer Affiliate and is not entitled to the rights and benefits of a Buyer or Buyer Affiliate employee including, but not limited to, participation in pension, savings, health care and other employee benefit plans and arrangements. If Supplier is a company or other entity, it acknowledges that Supplier Personnel are not Buyer or Buyer Affiliate employees and are not entitled to the rights and benefits of a Buyer or Buyer Affiliate employee including, but not limited to, participation in pension, savings, health care and other employee benefit plans and arrangements.

19.6 Supplier acknowledges and agrees that any breach of this Section may result in a violation of law for which Buyer, Supplier, and/or Supplier Personnel may be liable. At Buyer’s request, in advance of any request or grant of Access and at any other time, Supplier will provide Buyer (i) written certification, in a form provided by Buyer, that the Access requirements have been met, and/or (ii) documentation to verify the methodology, process and results relied upon by Supplier to comply with the Access requirements. The current certification form is available at https://www.otis.com/en/us/contact/information-for-suppliers/. or upon request.

# 20. Data Privacy

20.1 Supplier shall:

20.1.1 comply with all applicable Data Privacy Laws and promptly notify Buyer in writing if Supplier believes that collecting or Processing Buyer Personal Information pursuant to this Data Privacy Section (including subparts) infringes Data Privacy Laws;

20.1.2 only collect, access, use, or share Buyer Personal Information, or transfer Buyer Personal Information to authorized third parties, in performance of its obligations under the Agreement and/or Order(s) issued thereunder, in conformance with Buyer’s instructions, or to comply with legal obligations. Supplier will not make any secondary or other use (e.g., for the purpose of data mining) of Buyer Personal Information except (i) as expressly authorized in writing by Buyer, or (ii) as required by law;

20.1.3 not allow any third party to Process Buyer Personal Information except to provide services under the Agreement and/or Order or as required by law. If Supplier does allow a third party to Process Buyer Personal Information, Supplier shall:

20.1.3.1 be responsible for the acts and omissions of any subcontractor or other such third party, that processes (within the meaning of the applicable Data Privacy Laws) Buyer Personal Information on Supplier’s behalf in the same manner and to the same extent as it is responsible for its own acts and omissions with respect to such Buyer Personal Information;

20.1.3.2 ensure such third party is bound by a written agreement that contains the same or equivalent obligations and protections as those set forth in this Section; and

20.1.3.3 only share, transfer, disclose, or provide access to a third party to the extent that such conduct is compliant with applicable Data Privacy Laws;

20.1.4 take commercially reasonable steps to ensure: (i) the reliability of Supplier Personnel who have access to the Buyer Personal Information; (ii) that access to Buyer Personal Information by Supplier Personnel is on a need-to-know basis; (iii) and that Supplier Personnel are obligated to maintain the confidentiality of Buyer Personal Information, such as through a confidentiality agreement or by application of relevant law or regulation;

20.1.5 provide such information, assistance, and cooperation as Buyer may reasonably require from time to time to establish Supplier's compliance with Data Privacy Laws;

20.1.6 upon Buyer’s request, permit Buyer to hire third party external auditors to verify Supplier and third party compliance with their obligations under this Agreement. Additionally, upon request, Supplier shall provide Buyer with any audit reports issued under ISO 27001, ISO 29100, SSAE 16 (or SAS 70), SSAE 18, SOC 2, OR ISAE 3402 that covers Buyer Personal Information;

20.1.7 will maintain reasonable and appropriate technical, physical, and administrative safeguards intended to protect Buyer Personal Information. These measures will include reasonable restrictions upon physical access to any locations containing Buyer Personal Information, such as the storage of such records in locked facilities, storage areas, or containers. Supplier must periodically reevaluate the measures adopted to ensure that they remain reasonable and appropriate;

20.1.8 provide Buyer with commercially reasonable assistance in: (i) deleting Buyer Personal Information in response to a request by an individual or legal representative; (ii) where relevant, enabling individuals to opt-out; and (iii) when Supplier is providing an electronic tool or software, distributing a privacy notice;

20.1.9 provide a privacy notice to individuals with whom the Supplier has direct contact unless Supplier and Buyer agree in writing that the privacy notice obligation is solely Buyer’s responsibility;

20.1.10 pursuant to Buyer’s written instructions, provide Buyer with the ability to purge Buyer Personal Information older than one year or such other time period agreed in writing upon in writing by the Parties, unless otherwise required to retain the data by applicable law; and

20.1.11 immediately advise Buyer in writing if it receives or learns of any: (i) complaint or allegation indicating a violation of Data Privacy Laws regarding Buyer Personal Information; (ii) request from one or more individuals seeking to access, correct, or delete Buyer Personal Information; (iii) inquiry or complaint from one or more individuals relating to the collection, Processing, use, or transfer of Buyer Personal Information; and (iv) regulatory request for, subpoena, search warrant, or other legal, regulatory, administrative, or governmental process seeking Buyer Personal Information (collectively, “Data Privacy Matters”). If Supplier learns of any Data Privacy Matters, Supplier shall provide assistance to Buyer, fully cooperate with Buyer in investigating the matter, including but not limited to, providing the relevant information to Buyer, preparing a response, implementing a remedy, and/or cooperating in the conduct of and defending against any claim, court or regulatory proceedings. Buyer shall be responsible for communicating with individuals regarding their Buyer Personal Information in connection with such Data Privacy Matters unless Buyer authorizes Supplier to do so on its behalf. Supplier shall use commercially and legally reasonable efforts to limit the nature and scope of the required disclosure to the minimum amount of Buyer Personal Information required to comply with applicable law. Unless prevented by applicable law, Supplier shall provide Buyer with advance written notice of any such Data Privacy Matters sufficient to allow Buyer to contest legal, regulatory, administrative, or other governmental processes.

20.2 Supplier shall provide written notice to Buyer as soon as possible and, whenever possible, in 48 hours, of any actual or reasonably suspected incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure of or access to Buyer Personal Information of which it becomes aware (a “Security Breach”). If Supplier is unable to provide notice within 48 hours, Supplier shall provide Buyer with an explanation for the delay that Buyer will be entitled to share with regulators. Supplier shall take all reasonable measures to contain and remedy the Security Breach, wherever possible; provide Buyer with information regarding the investigation and remediation of the Security Breach, unless restricted by law; not make any notification, announcement or publish or otherwise authorize any broadcast of any notice or information about a Security Breach (a “Security Breach Notice”) without the prior written consent of and prior written approval by Buyer of the content, media and timing of the Security Breach Notice (if any), unless required to do so by law or court order; and even where required to do so by law or court order, make all reasonable efforts to coordinate with Buyer prior to providing any Security Breach Notice. Where the Security Breach (i) involves data on the Supplier’s networks or systems or (ii) is the fault of the Supplier, then Supplier will, at the request of Buyer, pay for the costs of remediation, notification (including, where reasonably necessary, a call center), and, if the Security Breach involves data elements that could lead to identity theft, provide the affected individuals with credit monitoring or other commercially-reasonable identity theft mitigation service for one year or such longer period as required by law or a government regulator.

20.3 In the event Supplier shall provide to Buyer personal information protected by Data

Privacy Laws, Supplier shall ensure that such personal information is provided consistent with applicable law, including, where required, obtaining consent or providing notice.

20.4 All Buyer Personal Information acquired by Supplier shall be returned or destroyed (at

Buyer’s option), unless and to the extent that: (i) such Buyer Personal Information is required by Supplier to discharge its obligations hereunder or under applicable law; or (ii) return or destruction is prohibited by applicable law. Absent contrary instructions and except as prohibited by law, Supplier shall immediately destroy all Buyer Personal Information after termination or completion of the SOW after waiting 30 days to allow Buyer to request return of Buyer Personal Information.

20.5 If this Agreement and/or Order involves the provision of Services where the Supplier will (i) act as a Controller (as that term is defined in the EU Directive) and (ii) transfer Buyer Personal Information from any country in the European Economic Area or Switzerland (collectively, “EEA/CH”) to outside the EEA/CH, then the Buyer and Supplier agree that the terms of the Model Contract Clauses (also called the Standard Contractual Clauses) adopted by the European Commission in Decision 2004/915/EC (hereinafter the “Controller Model Clauses” or the “Model Clauses”) are incorporated by reference as if set forth herein. If this Agreement and/or Order involves the cross-border transfer of Buyer Personal Information from any country in the EEA/CH to outside the EEA/CH but the Supplier will not act as a Controller, then the Buyer and Supplier agree that the terms of the Model Contract Clauses (also called the Standard Contractual Clauses) adopted by the European Commission in Decision 2010/87/EU (hereinafter the “Processor Model Clauses” or the “Model Clauses”) are incorporated by reference as if set forth herein. Notwithstanding the foregoing, Buyer and Supplier agree that:

20.5.1 The Model Clauses may be reformatted as a stand-alone document with the signatures to this Agreement and/or Order or the Parties will execute the Model Clauses as a separate stand-alone document. The stand-alone Model Clauses may be filed with regulators and/or used for any other legally permissible purpose and have the effect as if signed directly.

20.5.2 If either Party seeks to register the Model Clauses with a regulator and the regulator rejects the registration, the Parties shall work together to modify the exhibits to the Model Clauses to address the regulator’s requirements.

20.5.3 If any of the terms of the Model Clauses conflict with any terms of this Agreement and/or Order, the Model Clauses shall prevail.

20.5.4 If Supplier engages any subcontractors that will access Buyer Personal Information covered by the Model Clauses, the Supplier shall ensure that transfers to the subcontractor comply with the Model Clauses.

# 21. Compliance with Laws

21.1 Supplier shall comply with all applicable national, federal, state, provincial, and local laws, ordinances, rules, and regulations applicable to the performance of the Order, except to the extent inconsistent with U.S. anti-boycott laws, including (i) the supply of Services, and (ii) the configuration or content of Services for the use intended by Buyer.

21.2 Supplier shall, at the earliest practicable time, notify Buyer in writing if Supplier is subject to any federal, state, or foreign government criminal proceeding alleging fraud or corrupt practices, once initiated by the filing of a formal charging document in a court of law; and further notify Buyer of any subsequent felony convictions or deferred prosecution agreement(s) related to the foregoing.

21.3 Supplier agrees to comply with Buyer’s environmental, health and safety standards, requirements and restrictions during Supplier’s performance hereunder and when at Buyer’s jobsites, including, without limitation, adhering to Buyer’s safety instructions, notifying Buyer prior to the commencement of work and providing Buyer with any test reports or results related to Services, as applicable. Supplier agrees to provide, upon and as requested by Buyer to satisfy any applicable regulatory or customer requirements restricting the use of any hazardous substances, all reasonably necessary documentation to verify the material composition, on a substance by substance basis including quantity used of each substance, of any Services ordered by Buyer and/or of any process used. Separately and/or alternatively, Supplier agrees to provide, upon and as requested by Buyer to satisfy any applicable regulatory or customer requirements restricting the use of any hazardous substances, all reasonably necessary documentation to verify that any Services ordered by Buyer and/or any process used, do not contain particular hazardous substances specified by Buyer.

21.4 Supplier shall comply with Data Privacy Laws and shall be responsible for providing any

notice required by law to the data subjects whose personal data it provides to Buyer.

# 22. Compliance Covenants

22.1 Supplier has not offered or given and shall not offer or give anything of value (in the form of entertainment, gifts, gratuities or otherwise) to Buyer's employees or representatives for the purpose of obtaining the Order or favorable treatment under the Order. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Supplier.

22.2 Supplier represents and warrants that it has not made, nor will it make, or offer to make any political contributions, or pay, or offer to pay any fees or commissions in connection with these Terms and Conditions, the Agreement or any Order.

22.3 Supplier hereby further agrees that:

22.3.1 Supplier shall avoid and refrain from all activities that would place Supplier in a position where its judgment in its service on behalf of Buyer may, or may appear to, be biased or where Supplier could obtain, or appear to obtain, an unfair competitive advantage (all referred to as “Conflicts of Interest”);

22.3.2 Neither Supplier nor, where applicable, any individuals used by the Supplier in the performance of the Services hereunder, is subject to post-employment or similar “revolving door” restrictions imposed under rules established by any government, including the U.S. Government, that might prohibit or impact the effective performance of the Services for or on behalf of Buyer; and

22.3.3 If Supplier is required to register with a federal, state or local authority due to Supplier’s status under any such law (e.g. – lobbyist status), Supplier shall provide a copy of the registration and any report submitted to the authority related to the Services to Buyer.

# 23. Supplier Code of Conduct

Supplier shall adopt and comply with a code of conduct or policy statement regarding business conduct, ethics and compliance that satisfies, at a minimum, the principles and expectations set forth in the OTIS Supplier Code of Conduct available at the OTIS Supplier Site at the following URL https://www.otis.com/en/us/contact/information-for-suppliers/ or upon request. (“Supplier Code of Conduct”). Supplier shall have management systems, tools and processes in place that (i) ensure compliance with applicable laws and regulations and the requirements set forth in the Supplier Code of Conduct; (ii) promote an awareness of and commitment to ethical business practices, including, without limitation, the expectations set forth in the Supplier Code of Conduct; (iii) facilitate the timely discovery, investigation (including cooperation with any Buyer initiated investigation involving

Supplier), disclosure (to Buyer and others as appropriate) and implementation of corrective actions for violations of law, regulations, this Agreement, an Order, or the expectations set forth in the Supplier Code of Conduct; and (iv) provide training to its employees on compliance requirements, including the expectations set forth in the Supplier Code of Conduct. The Parties recognize that the above URL may change from time to time and agree that any such change will not affect the applicability of the material referenced. Buyer agrees to provide the new URL upon Supplier's request in the event of a change.

# 24. International Trade Compliance

24.1 Compliance with International Trade Compliance (“ITC”) Laws. Supplier shall comply with all ITC Laws.

24.2 Denied Party Screening. Supplier shall perform denied party screening on its employees and other parties (including sub-tier suppliers) whom Supplier engages or solicits to engage to perform production activities or Services under this Agreement. This requirement is intended to ensure that Supplier identifies any person or entity, whom Supplier engages or solicits to perform production activities or Services under this Agreement, that is ineligible to perform such activities or Services because of any embargo, sanction, debarment or denied party designation. In furtherance of this obligation, Supplier shall:

24.2.1 not engage any Specially Designated National (“SDN”), as determined by the U.S. Office of Foreign Assets Control (“OFAC”), to perform production activities or Services under this Agreement; and

24.2.2 not engage any person or entity to perform production activities or Services under this Agreement when:

24.2.2.1 such person or entity is identified as a denied party pursuant to any embargo, sanction, debarment or denied party designation maintained by the U.S. government or any non-U.S. government or union of states (e.g., European Union); and

24.2.2.2 the reason(s) for such embargo, sanction, debarment or denied party designation apply to the production activities or Services subject to this Agreement;

24.2.2.3 except where such embargo, sanction, debarment or denied party designation conflicts with the anti-boycott laws of the United States. Supplier shall notify Buyer immediately, in writing, if any of Supplier’s employees or subtier suppliers who have been designated as an SDN, debarred, sanctioned or designated as a denied party and have performed production activities or Services under this Agreement. Supplier shall conduct periodic re-screening on all entities described above on no less than a quarterly basis. Supplier shall maintain records of its

performance of denied party screening for a period of five-years following completion of screening and make such records available to Buyer upon request. Supplier shall incorporate this provision in all subcontracts with its suppliers or independent contractors with whom Supplier engages or employs, or intends to engage or employ, to perform production activities or Services under this Agreement.

24.3 Export Licensing Responsibility. If this Agreement requires either Party to obtain government-approved export authorization to facilitate activities and obligations set forth under this Agreement, the Parties shall mutually exercise reasonable efforts to support the preparation and management of the authorization in full compliance with applicable government regulations. The Parties shall without delay respond to requests for supporting documentation, including clarifying questionnaires or any other requested information necessary to secure government authorization. Each Party, as applicable, shall be individually responsible for obtaining required documentation or other information from any third party required by such Party to perform its obligations under this Agreement. Failure to obtain any required documentation or information from a third party shall result in the third party’s exclusion from the government authorization. The Parties shall exchange copies of all government export authorizations related to the

Technical Data, or Services, and all provisions or conditions or information relating to the authorization, including but not limited to, any restriction on sublicensing, retransfer, resale or re-export, any requirement for non-disclosure agreements, and any limitation on individuals having access to Technical Data, or Services. Each Party, as applicable, shall be individually responsible for compliance with all government export authorizations, including without limitation ensuring that all export-related paperwork and documentation (e.g., Destination Control Statements, Electronic Export Information filed via Automated Export System) are properly completed and timely filed.

24.4 Export and Import Classification. Where known, or where Supplier is the design authority for the Technical Data or Services that are subject to this Agreement, Supplier shall provide Buyer with (i) the applicable Harmonized Tariff Schedule Number, (ii) either (a) the United States Munitions List ("USML") category of such Technical Data or Services that are controlled by the ITAR, or (b) the Export Control Classification Number ("ECCN") of such Technical Data or Services that are controlled by the EAR, including the ECCN of components comprising the Technical Data and/or Services if such classification differs from the ECCN of the Technical Data and/or Services, and (iii) any analogous classification under any other applicable law. Upon request, Supplier shall provide Buyer annually with its DDTC registration expiration date.

24.5 Brokering. Supplier acknowledges that it shall not engage in brokering activity as that term is defined in 22 C.F.R. § 129.2 in conjunction with activity authorized pursuant to this Agreement.

24.6 Technical Data Transfer. Supplier shall not export, re-export, transfer, disclose or otherwise provide physical or electronic access to Technical Data to any person (including unauthorized third-party IT service providers) not authorized to receive Technical Data under existing ITC Laws and/or export authorization, or modify or divert such Technical Data to any military application or other end-use prohibited by applicable ITC Laws. Supplier shall develop and implement IT security procedures which ensure that Technical Data is accessible only by authorized persons. Any subcontracts for the provision of Technical Data, or the provision of Services shall contain all the limitations of this Section and shall require compliance with all applicable export licenses or authorizations.

24.7 Destruction of Technical Data & Services. Upon completion of performance under the Order, and expiration of recordkeeping obligations under this Agreement, Supplier and its suppliers shall destroy or return to Buyer all Technical Data and all Services (ie. related goods), as instructed by Buyer. With respect to Technical Data: (a) destruction applies to both physical and electronic copies of Technical Data, including archived copies, (b) destruction may include cross-cut shredding, burning or chemically reverting to pulp or other similar methods, which preclude use in full or partial form, and (c) electronic copies of Technical Data must be permanently deleted from all servers, systems and local devices.

24.8 Required Notices. Supplier shall promptly notify Buyer if it becomes aware of any failure by Supplier or its suppliers to comply with this ITC Section and shall cooperate fully and promptly with Buyer in any investigation of such failure to comply. Supplier shall also promptly inform Buyer of any name change, address change or change in ownership or control of Supplier.

24.11 Security Programs: Supplier shall comply with all requirements of the border security

programs of the destination country (e.g. Customs Trade Partnership Against Terrorism

(C-TPAT), Authorised Economic Operator (AEO), Partners in Protection (PIP), etc.

24.12 Customs Brokers: With respect to pricing terms for any Order that includes Customs

Brokerage Services, such Services shall be quoted and charged at a fixed sum. In no event shall an Order for Customs Brokerage Services provide or allow for contingent or success fees. For purposes of this Agreement, “Customs Brokerage Services”, shall mean Services whose performance shall involve transactions with customs officials or other government agencies to import goods into a country on behalf of Buyer pursuant to this Agreement. Customs Brokerage Services shall include, but are not limited to, preparation and submission of documents; classification and valuation of goods, as specifically authorized by Buyer; payment of duties, taxes or other charges; and clearance of goods into the importing country in accordance with applicable government requirements.

# 25. Disaster Recovery

As reasonably directed by Buyer, Supplier shall develop and maintain a Disaster Recovery Plan acceptable to Buyer for the recovery and continuation of business related to the supply, design, development, certification, use and/or support of the Services furnished hereunder, in the event of a disaster or emergency. The Disaster Recovery Plan shall, among other things, prevent or limit the interruption of the Services in conformity with the requirements set forth herein. Supplier shall furnish a copy of Disaster Recovery Plan to Buyer upon request.

# 26. Offset

Buyer may use all or any part of the value of the Order, including the value of any subcontracts placed by Supplier for the Order, for satisfying international offset obligations of Buyer, Buyer's Affiliates, or any entity that Buyer transfers such value to. Supplier may use the offset credit generated by the Order or the subcontracting of the Order only upon Buyer's written approval.

# 27. Assignment and Change in Control

27.1 Neither this Agreement nor any interest hereunder shall be assignable by, or otherwise

transferred, by either party in whole or in part to a third party, by way of contract, operation of law, change in control of such party or otherwise unless such assignment or transfer is mutually agreed to in writing by the parties hereto; provided, however, that Buyer may assign this Agreement to any corporation with which Buyer may merge or consolidate or to which Buyer may assign substantially all of its assets or that portion of its business to which this Agreement pertains or to any third party provider of “integrated services” that will purchase the Services for Buyer’s benefit without obtaining the agreement of Supplier.

27.2 Notwithstanding the foregoing, claims for money due or to become due to Supplier from Buyer arising out of this Agreement may not be assigned, unless such assignment is made to one assignee only and covers all amounts payable under this Agreement and not already paid. Buyer shall be under no obligation to pay such assignee unless and until Buyer has received written notice of the assignment from Supplier, a certified copy of the instrument of assignment, and suitable documentary evidence of Supplier’s authority to so assign. However, any payments made to a third party subsequent to Buyer’s receipt of notice that any claims for money due or to become due hereunder have been assigned or should be paid thereto shall fulfill Buyer’s requirements to make any such payments hereunder.

# 28. Subcontracting

28.1 Any subcontracting by Supplier of its responsibilities or obligations hereunder requires

Buyer’s prior written consent.

28.2 Any such subcontracting by Supplier of its responsibilities or obligations hereunder, without Buyer's prior written consent, shall be wholly void, invalid and totally ineffective for all purposes. In the case of any subcontracting or approved delegation of any of its responsibilities or obligations hereunder, Supplier shall perform all supply management activities that are necessary for the on-time delivery of Services conforming to the requirements set forth herein. Supplier shall be solely and fully responsible for monitoring said suppliers under all provisions of the applicable subcontracts, and for ensuring that each of its suppliers complies with the requirements set forth herein. Supplier shall remain fully liable to Buyer for, and shall be Buyer's sole point of contact for, all aspects of proper performance of the Order, regardless of (i) any subcontracting, (ii) Buyer approval of the subcontractors, or (iii) Supplier's failure to ensure the relevant subcontracts contain provisions that comply in substance with the requirements set forth herein.

# 29. Force Majeure

29.1 Supplier shall be liable for any failure or delay in performance in connection with the Order, except where such failure or delay results from causes that are, at one and the same time, unforeseeable, unavoidable, outside of its control and without its fault or negligence, provided Supplier gives Buyer, within 3 days of Supplier's learning of such cause, written notice to the effect that a failure or delay by Supplier will occur or has occurred (an "Excusable Delay"). If a failure or delay in performance is caused by an event affecting any of Supplier's suppliers, such failure or delay shall not be excusable unless such event is an Excusable Delay as defined above and the good or service to be provided by such supplier is not obtainable by Supplier from other sources in time for timely delivery of the Services to Buyer. Buyer may cancel without liability to Supplier its purchase of any Services affected by Supplier's failure or delay in performance.

29.2 Buyer shall be excused for any failure or delay in performance due to any cause beyond

its reasonable control.

# 30. Duty to Proceed

Supplier shall proceed diligently with the performance of this Agreement. Except as expressly authorized in writing by Buyer, no failure of Supplier and Buyer to reach any agreement regarding a dispute related to this Agreement or any Order shall excuse Supplier from proceeding.

# 31. Assurance of Performance

At any time, if Buyer, in its reasonable discretion, believes that Supplier may not have the ability, for any reason, to continue performing the Order or Agreement, including, without limitation, any material change to Supplier’s financial condition, balance sheet, or its credit or similar rating, Buyer may request and Supplier shall provide written adequate assurances from Supplier of its ability, desire and intent to continue performing. Further, Supplier will immediately notify Buyer in the event Supplier believes it may be unable to pay its debts when due or there is a material change in Supplier’s financial position, balance sheet or its credit or similar rating. In the event either or both Parties have concern about Supplier’s ability to continue its performance, the Parties will coordinate to ensure that Buyer receives Services without interruption in accordance with the Order or Agreement. In particular, Supplier will assist and compensate Buyer for the costs associated with transitioning to another supplier, Buyer assuming the performance of the

Services itself, and taking other reasonable steps to ensure the Services are performed without interruption according to Buyer’s Specifications.

# 32. Setoff

Buyer and its Affiliates may withhold, deduct and/or set off all money due, or which may become due to Supplier arising out of Supplier's performance under the Order or any other transaction with Buyer or its Affiliates.

# 33. Governing Law and Forum

33.1 The Agreement and any Order shall be interpreted in accordance with the plain English meaning of its terms and the construction thereof shall be governed by the laws in force in the State of New York, USA without regard to conflicts of law principles, except that Sections 5-1401 and 5-1402 of the New York General Obligations law will apply and except that the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980, as amended to date, will not apply. Buyer may, but is not obligated to, bring any action or claim relating to or arising out of the Order in the appropriate court in Connecticut, and Supplier hereby irrevocably consents to personal jurisdiction and venue in any such court, hereby appointing the pertinent Secretary of State or other applicable government authority as agent for receiving service of process. If Supplier or any of its property is entitled to immunity from legal action on the grounds of sovereignty or otherwise, Supplier hereby waives and agrees not to plead such immunity in any legal action arising out of an Order or the Agreement.

33.2 Any action or claim by Supplier with respect hereto shall also be brought in Connecticut, if Buyer so elects. Accordingly, Supplier shall give written notice to Buyer of any such intended action or claim, including the intended venue thereof, and shall not commence such action or claim outside of such jurisdiction if Buyer, within 30 days from receipt thereof, makes its election as aforesaid. If Buyer and Supplier mutually agree to participate in alternative dispute resolution, Supplier agrees that all alternative dispute resolution proceedings shall take place in New York.

# 34. Dispute Resolution

34.1 Except as provided below, prior to a Party initiating a formal legal proceeding relating to a dispute under an Order, that Party must provide the other with a written request for dispute resolution. Each Party shall, within 5 calendar days after such written request is received, designate a representative who will be responsible for negotiating, in good faith, a resolution of the dispute. Should the representatives fail to reach agreement within 30 calendar days of receipt of the request, vice presidents of each Party shall attempt to resolve the issue within 60 calendar days of receipt of such written request.

34.2 Either Party may (i) resort to a formal legal proceeding for equitable relief at any time and (ii) institute litigation in order to avoid the expiration of any applicable limitations period or to preserve a superior position with respect to other creditors.

34.3 The dispute resolution procedures set forth herein do not supersede, delay or otherwise affect any rights of termination that are expressly set forth in these Terms and Conditions.

# 35. U.S. Government Provisions for Orders under U.S. Government Contracts

35.1 For Orders issued under Prime Contracts with the U.S. Government or subcontracts at any tier under U.S. Government contracts, the provisions of the version of "**U.S. Government Provisions and Clauses for Orders Under U.S. Government Contracts"** in effect on the date of the particular Order shall apply. These provisions are made available on the Internet at the following URL and will be provided to Supplier in hard copy upon written request.

https://www.otis.com/en/us/contact/information-for-suppliers/ or upon request. The Parties recognize that the URL may change from time to time and agree that any

such change will not affect the applicability of the material referenced. Buyer agrees to

provide the new URL upon Supplier's request in the event of a change.

35.2 For work performed in the United States under Orders placed by U.S. Buyers, Supplier shall exercise reasonable commercial efforts to use small disadvantaged, minority, and women-owned enterprises. The overall target (i.e., dollar value, percentage of purchases, etc.) for purchases made from disadvantaged, minority, and women-owned suppliers may be negotiated as part of the Order. Upon request Supplier will provide monthly reports to Buyer detailing small disadvantaged, minority, and women-owned enterprises contracted in support of Supplier's obligations hereunder.

# 36. News Releases, Publicity and Other Disclosures

Supplier shall not make or authorize any news release, advertisement, or other disclosure that relates to this Agreement or the Order or the relationship between Buyer and Supplier, deny or confirm the existence of the Agreement or the Order or make use of Buyer's name or logo without the prior written consent of Buyer.

# 37. Delays

Whenever there is an actual delay or threat to delay the timely performance of the Order, Supplier shall immediately notify Buyer in writing of the probable length of any anticipated delay and take, and pay for, all activity to mitigate the potential impact of any such delay.

# 38. Remedies

Supplier shall be liable for any damages incurred by Buyer as a result of Supplier’s acts or omissions under this Agreement. Except as expressly provided herein, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the Parties may have at law or in equity.

# 39. Partial Invalidity

If in any instance any provision of this Agreement or Order shall be determined to be invalid or unenforceable under any applicable law by any competent court or arbitration tribunal, such provision shall be ineffective only to the extent of such prohibition or unenforceability. The remaining provisions shall be given effect in accordance with their terms unless the purposes of the Agreement or Order can no longer be preserved by doing so. The provision declared invalid or unenforceable shall be deemed to be restated to reflect as nearly as possible the meaning and essence of such provision without rendering such amended provision invalid or unenforceable, to the extent permissible by applicable law.

# 40. Survival

All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of this Agreement or any Order, including but not limited to warranties, indemnifications, intellectual property (including rights to and protection of Intellectual Property and Proprietary Information), and product support obligations shall survive the expiration or termination of this Agreement or any Order.

# 41. No Waiver

No failure of any Party to exercise any right under, or to require compliance with, the Agreement or Order, or knowledge of past performance at variance with the Agreement or Order, shall constitute a waiver by such Party of its rights hereunder. No concession, latitude or waiver allowed by either Party to the other at any time shall be deemed a concession, latitude or waiver with respect to any rights unless and only to the extent expressly stated in writing, nor shall it prevent such Party from enforcing any rights in the future under similar circumstances.

# 42. Relationship of the Parties

The relationship between Supplier and Buyer will be that of independent contractors and not that of principal and agent, nor that of legal partners. Neither Party will represent itself as the agent or legal partner of the other Party nor perform any action that might result in other persons believing that it has any authority to bind or enter into commitments on behalf of the other.

# 43. Captions

The captions, headings, section numbers, and table of contents appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

# 44. Interpretation

This Agreement shall be construed as if drafted jointly by the parties and no provision in this Agreement shall be interpreted for or against any party because that party or that party’s legal representative drafted the provision.

# 45. No Conflicts

None of the provisions of this Agreement or the Order, nor the Supplier’s performance hereof contravenes or is in conflict with any law, judgment, decree, order, or regulation of any governmental authority, or with any obligations owed to any other entity to which the Supplier or any others used by the Supplier are subject.

# 46. Order of Precedence

The order of precedence provision in an Agreement, if any, shall prevail over this Section.

If there are any inconsistencies or conflicts in the provisions applicable to the Order, precedence shall be given in the following descending order: (i) the face sheets of the Order including the price, price adjustment terms, specifications, shipping, quality requirements, drawings, work statements, and modifications to the Agreement and/or these Terms and Conditions that specifically reference the section being modified; (ii) regarding product support obligations, the terms of any product support agreement entered into by the Parties; (iii) terms of the Agreement under which the Order is issued; and (iv) these Terms and Conditions.