

BMS API Appendix

DEFINITIONS

“**Authorized Application**” means the application created by Customer for interfacing the BMS with the Otis Products and Software to the extent that such application uses the interface and associated data.

“**BMS**” means the building management system or smart building software, but only for versions of such that have been sold as of the Effective Date.

“**BMS API**” means the Building Management System Application Programming Interface developed by Otis and provided to Customer.

“**BMS API Documentation**” means the Documentation provided by Otis to Customer in conjunction with the BMS API, which is incorporated by reference.

“**Elevator User**” means (a) natural person(s) using the Authorized Application to call an elevator for themselves and/or another natural person or group of natural people and/or (b) building service robot(s) using the Authorized Application to call an elevator for itself.

“**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.

“**Otis Products and Software**” shall mean (a) the Compass® Destination Entry System and Simulation and Test Environments, including, the hardware such as Compass Destination Entry Terminals with optional RFID card reader, Destination Entry Servers, and other hardware to help expedite the security integration process, but only for versions of such product or products that have been sold as of the Effective Date, and Otis integration software, application programming interfaces, and associated production and sandbox environments, including, but not limited to, developer portal sample code and the Otis Integrated Dispatch™ API, (b) the BMS API, and/or (c) any associated components and computer hardware, including, but not limited to, beacon devices, gateway, API definitions, developer portal sample code, backend integrations, and software.

“**Rider**” means this BMS API Appendix and the Otis Digital Services Rider to which this BMS API Appendix is attached, together with any written amendments, extensions or renewals of any of the foregoing.

“**Site**” shall mean the location at which the Otis Products and Software are originally installed, as defined in this Rider.

“**Proprietary Information**” shall mean information, knowledge, technical or non-technical data, formulas, compilations, concepts, programs, software, devices, methods, drawings, functional specifications, processes, manuals, manufacturing methods and information, and other items including subsequent developments and improvements, no matter in what form.

LICENSE

License Grant. For the term of this Rider and subject to Customer's compliance with the terms and conditions set forth in this Rider, Otis grants to Customer a personal, non-exclusive, non-transferable right and license (a) to use the Otis Products and Software solely for the purpose of developing an Authorized Application that exclusively places a hall call and/or car call on the elevator at the Site and/or monitors and remotely interacts with elevators, escalators, and/or moving walkways at the Site; (b) to distribute the Authorized Application together with, or for later incorporation into, BMS; and (c) to reproduce software code contained in the Otis Products and Software, if any, for incorporation in the Authorized Application, in each case for the designated Site(s), and only for so long as Otis holds the elevator maintenance contract at such Site(s). Such Authorized Application must exclusively monitor, report on activity, interact with and otherwise function in conjunction with the elevators, escalators, and/or moving walkways at the Site in accordance with the BMS API Documentation. Any monitoring, interacting, or other functionality not expressly permitted in the BMS API Documentation is strictly prohibited.

Restrictions as to Site and End User of Authorized Application. Customer's rights under this Section shall be limited solely to: (a) connecting to and interfacing with the Otis Products and Software installed at the Site for use by an Elevator User; (b) running tests for optimizing the interaction between Otis Products and Software and BMS; (c) monitoring and interacting

with the elevators, escalators, and/or moving walkways at the Site in accordance with the BMS API Documentation, and (d) the use by the end user(s) of the Authorized Application. Customer's use is solely for the distribution of the Authorized Application for installation at the Site(s), as defined in this Rider, and use by the End User(s). Additionally, the Authorized Application shall be used exclusively by an end user for placing a hall call and/or car call and/or monitoring and remotely interacting with elevators, escalators, and/or moving walkways at the Site, and no other use of the Otis Products and Software or related data may be engaged in for any purpose.

Reservation of Rights. Except for the license expressly granted in this Section, Otis and/or its licensor(s) retain all right, title and interest in and to the Otis Products and Software as permitted by applicable laws. Otis and/or its licensor(s) retain all Intellectual Property rights in the Otis Products and Software. Customer shall not, and is not authorized to, either by itself or through a third party, alter, modify, copy, edit, format, create derivative works, reverse engineer, decompile, disassemble, or decrypt the Otis Products and Software or make any other attempt to reconstruct or discover any of the source code of any software provided as part of the Otis Products and Software, except as expressly provided in this Rider or approved in advance in writing by Otis. Customer may not remove any proprietary notices or labels on the Otis Products and Software or any copy thereof. Customer may not work around any technical limitations in the Otis Products and Software or otherwise attempt to, or use any device, program or service designed to, circumvent any measures employed to control access to, or the rights in, the Otis Products and Software or a content file or other work contained therein.

CONFIDENTIALITY

Customer shall not use the Otis Products and Software for any purpose other than in the exercise of its rights under this Rider. Customer shall limit physical, security, and communication access to the BMS API to authorized End-Users. Customer will use commercially reasonable efforts to protect Proprietary Information and take precautions at least as great as those taken to protect its own proprietary information of a similar nature. Customer will also notify Otis promptly in writing if Customer learns of any unauthorized use or disclosure of any Proprietary Information, and will cooperate in good faith to remedy the occurrence to the extent reasonably possible. The restrictions set forth in this Section will not apply to any information that: (a) was known by Customer without obligation of confidentiality prior to disclosure by Otis; (b) was in or entered the public domain through no fault of Customer; (c) is disclosed to Customer by a third party legally entitled to make the disclosure without violation of any obligation of confidentiality; (d) is required to be disclosed by applicable laws or regulations (but then, only to the extent required to be disclosed, and provided that the Otis is given the opportunity to review and redact prior to disclosure); or (e) is independently developed by Customer without reference to any Proprietary Information. Upon request of Otis, Customer will return to Otis all materials, in any medium, that contain or reveal all or any part of any Proprietary Information upon expiration of this Rider. Customer acknowledges that breach of this Section by it would result in irreparable harm to Otis, for which money damages would be an insufficient remedy, and therefore that Otis will be entitled to seek injunctive relief to enforce the provisions of this Section.

INTELLECTUAL PROPERTY

Background Intellectual Property. Each party shall retain its Intellectual Property rights that are (a) owned or controlled by it prior to this Rider entering into force, or (b) generated or acquired by it at any time independently from the performance of this Rider, or (c) licensed to it by third parties.

Otis Intellectual Property. Without regard to the contributing party and during the term of this Rider, Otis and/or its licensor(s) shall exclusively own all rights, title, and interest in all Intellectual Property and tangible work product conceived, developed, generated, or acquired with regard to the elevator products and services to be installed at Customer's Site during the term of this Rider and any statements of work thereto. Otis Intellectual Property shall include, but is not limited to (a) all elevator related functions, and (b) the Otis Products and Software including, but not limited to, shapes, layouts, interactions, animations, and user interfaces thereof.

Customer Intellectual Property. Customer shall exclusively own all Intellectual Property rights, title, and interest in Customer's unique branding, including, but not limited to, its name, any Customer-specific application names, building-specific information, and any Customer-specific color schemes.

The parties acknowledge that nothing in this Rider shall in any way obligate either party to share any Proprietary Information or any other information that the disclosing party, in its sole discretion, determines not to disclose.

MISCELLANEOUS

This Rider does not impose any responsibility for elevator maintenance, repairs or callbacks. Otis' responsibility for such work, if any, is governed exclusively by the terms and conditions of the separate elevator maintenance contract between Customer and Otis.

THIS RIDER IS GOVERNED BY AND WILL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, UNITED STATES OF AMERICA (WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS). ALL PARTIES SUBMIT TO THE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE OR TO THE STATE COURTS OF DELAWARE FOR THE PURPOSES OF RESOLVING ANY DISPUTE ARISING UNDER OR IN CONNECTION WITH THIS RIDER AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO ANY SUCH ASSERTION OF JURISDICTION.

Customer shall indemnify and defend Otis against any claim resulting from any of the following:

- a) inaccurate or incomplete data transmitted through Otis Products and Software;
- b) transmission errors;
- c) technical defects of the network;
- d) network overloads, interruptions, or malfunctions;
- e) illegal intervention;
- f) malicious blocking or interference;
- g) failure of hardware (other than Otis equipment);
- h) fault of any equipment (including Otis equipment) due to tampering/vandalism;
- i) failure to follow Otis' instruction and/or BMS API Documentation; and
- j) any other unauthorized use and/or unauthorized manipulation by an authorized user (other than an Otis Employee) of the Otis Products and Software.

Independent Contractors. Each party is an independent contractor in the performance of this Rider and shall not be considered an employee, partner, servant, agent or joint venturer of the other party. Neither party may bind the other party to any liability or obligation or represent that it has any such authority.

Severability. The unenforceability or invalidity of any provisions of this Rider shall not affect the validity or enforceability of the remaining provisions, but such remaining provisions shall be interpreted and construed in such a manner as to carry out fully the intention of the parties.

Waiver. The waiver by one party of a default or breach of any provision of this Rider by any other party shall not operate or be construed as a waiver of any subsequent default or breach of the same or of a different provision of this Rider. No waiver or modification of this Rider shall be valid unless in writing and duly executed by the parties.