

Otis eCall™ Pro/Otis eCall Plus Appendix

DEFINITIONS

“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 Otis eCall Pro/Otis eCall Plus hardware and application, (b) the Braxos Braxos Liftoff App and Commander Portal (Otis eCall Pro ONLY), (c) any associated components or embedded software, (e.g., beacon devices, gateway and backend), and (d) any modifications thereof.

“Rider” means this Otis eCall™ Pro/Otis eCall Plus Appendix and the Otis Digital Services Rider to which this Otis eCall™ Pro/Otis eCall Plus 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 herein, Otis grants to Customer a personal, non-exclusive, non-transferable right and license to use the Otis Products and Software.

Restrictions as to Site and End User. Customer's rights under this Section shall be limited solely to the distribution of the Otis eCall Pro/Otis eCall Plus application for installation at the Site(s) and use by the end-users of those applications.

Reservation of Rights. Except for the license expressly granted in this Section, Otis and/or its licensor(s) retain all rights, title and interest in and to the Otis eCall Pro/Otis eCall Plus application, the Braxos Liftoff App and Commander Portal and any associated 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, alter, modify, copy, edit, format, create derivative works or otherwise use 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 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 the 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 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.

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 provision of this Rider shall not affect the validity or enforceability of the remaining provisions of this Rider, 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.