Otis eCall Pro API and OID API Appendix

DEFINITIONS

"**Authorized Application**" means the application created by Customer for interfacing the Non-Otis-Product(s) with the Otis Products and Software to the extent that such application uses the interface and associated data in compliance with the terms of this Rider.

"**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.

"**Non-Otis Product(s)**" means the product or products identified as such by Otis, but only for versions of such product or products that have been sold as of the execution date of this Rider.

"**Otis Products and Software**" shall mean (a) the Compass® Destination Entry System and Simulation and Test Environment, including, the hardware such as the 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 execution date of this Rider, 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 Braxos Commander Portal and Braxos Liftoff Application Programming Interface ("Braxos API"), and any modifications thereof, including any associated or embedded software or components (e.g., beacon devices, and backend), any modifications thereof and any other hardware to help expedite the integration process, 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 Otis eCall Pro API and OID API Appendix and the Otis Digital Services Rider to which this Otis eCall Pro API and OID 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, and solely to the extent that such Authorized Application places a hall or car call on the elevator at the Site; (b) to distribute the Authorized Application together with, or for later incorporation into, Non-Otis Product(s); and (c) to reproduce software code contained as part of 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).

Restrictions as to Site and End User of Authorized Application. Customer's rights under this Section shall be limited solely to: (a) connection to and interface with the Otis Products and Software installed at the Site for use by an elevator user to call the elevator with the Authorized Application; (b) running tests for optimizing the interaction between Otis Products and Software and Non-Otis Products; and (c) the use by an 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) of the Authorized Application. Additionally, the Authorized Application shall be used exclusively by an end user for placing a hall or car call on an elevator at the Site, and the Otis Products and Software and related data may not be used for any other 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.

Third Party Integrators. Customer may seek to utilize a Third Party Integrator to modify the Non-Otis Product(s) so as to integrate them with the Otis Products and Software. In such event, the Third Party Integrator must complete and execute the Third Party Integrator Appendix attached hereto. Any breach by the Third Party Integrator shall also be deemed a breach of this Rider by Customer.

Third Party Application Developer. Customer may seek to utilize a Third Party Application Developer to develop a new Authorized Application for integration with the Otis Products and Software. In such event, the Third Party Application Developer must complete and execute the Authorized Application Developer Appendix attached hereto. Any breach by the Third Party Application Developer shall also be deemed a breach of this Rider by Customer.

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 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 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 of the provisions 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.

Third Party Integrator Appendix

THIS THIRD PARTY INTEGRATOR APPENDIX (this "Agreement") is made as of the _____ (date) ("Effective Date"), by and between _____ third party integrator), located at _____ (address) (hereinafter, "Third Party Integrator"), and Otis Elevator Company and **[fill in local Otis operating company name]** _____ located at _____ (address) ("Otis"), (or its successors and assigns), each a "Party" and collectively, the "Parties."

WHEREAS, Customer, as referred to in the Rider, has executed a Rider, including the Otis eCall Pro API and OID API Appendix (collectively, "RIDER") with Otis and seeks to employ Third Party Integrator to assist Customer with developing the Non-Otis Product(s) to be integrated with the Otis Products and Software ("Contract Work").

WHEREAS, Third Party Integrator agrees to perform the Contract Work subject to the terms and conditions of the RIDER.

The Parties agree as follows:

1. Third Party Integrator acknowledges it has been provided with a copy of the RIDER, or at least with the relevant parts thereof.

2. The terms of the RIDER shall apply mutatis mutandis to Third Party Integrator for any work performed pursuant to this Agreement, and this Agreement shall terminate simultaneously with the termination of the RIDER.

3. Third Party Integrator shall be liable to Otis for any breach of this Agreement.

4. Notwithstanding the foregoing Third Party Integrator acknowledges that it is neither a party to nor beneficiary of the RIDER and Third Party Integrator shall have no rights to any cause of action or claim based upon the RIDER, whether implied or in fact towards Otis.

[Fill in third party integrator]   **[Fill in local Otis operating company name].**

By:_____   By:_____

Printed Name:_____   Printed Name:_____

Title:_____   Title:_____

Authorized Application Developer Appendix

THIS AUTHORIZED APPLICATION DEVLOPER APPENDIX (this "Agreement") is made as of the _____ (date) ("Effective Date"), by and between _____ authorized application developer), located at _____ (address) (hereinafter, "Application Developer"), and Otis Elevator Company, and [fill in local Otis operating company name] _____ located at _____ (address) ("Otis"), (or its successors and assigns), each a "Party" and collectively, the "Parties."

WHEREAS, Customer, as referred to in the Rider, has executed a Rider including the Otis eCall Pro API and OID API Appendix (collectively, "RIDER") with Otis and seeks to employ Application Developer to assist Customer with developing the Authorized Application for use with the Otis Products and Software ("Contract Work").

WHEREAS, Application Developer agrees to perform the Contract Work subject to the terms and conditions of the Rider.

In consideration of the covenants and conditions in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Application Developer acknowledges it has been provided with a copy of the RIDER, or at least with the relevant parts thereof.

2. The terms of the RIDER shall apply mutatis mutandis to Application Developer for any work performed pursuant to this Agreement, and this Agreement shall terminate simultaneously with the termination of the RIDER.

3. Application Developer shall be liable to Otis for any breach of this Agreement.

4. Notwithstanding the foregoing Application Developer acknowledges that it is neither a party to nor beneficiary of the RIDER and Application Developer shall have no rights to any cause of action or claim based upon the RIDER, whether implied or in fact towards Otis.

[Fill in third party developer]   [Fill in local Otis operating company name]

By:_____   By:_____

Printed Name:_____   Printed Name:_____

Title:_____   Title:_____