

1. OTIS ELEVATOR COMPANY ("OTIS"), to the extent OTIS may legally do so, grants to YOU ("LICENSEE") a limited, non-exclusive, non-transferable, royalty-free, worldwide license to copy, perform, display, distribute and otherwise use the information and materials provided for in the Media Press Kit ("Licensed Materials") solely for reporting on OTIS and relevant information related to the OTIS spin, in all media, subject to the following conditions:
  - a. All right, title and interest to the Licensed Materials, including, without limitation, the copyright, shall remain with OTIS; and
  - b. LICENSEE shall not use the Licensed Materials (or any portion thereof) in any other manner except as expressly provided for herein.
2. Except as provided herein, this license confers no right upon LICENSEE to use the Trademark, Service Mark or Trade Name "OTIS" or any other Trademark, Service Mark or Trade Name of OTIS or its affiliates.
3. OTIS, nor any respective subsidiary, affiliate, employee and/or director shall have no liability whatsoever to LICENSEE or to any third party in connection with the Licensed Materials. All copies of the Licensed Materials provided by OTIS, are provided "AS IS". OTIS EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL OTIS OR ANY RESPECTIVE SUBSIDIARY, AFFILIATE, EMPLOYEE AND/OR DIRECTOR BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.