



UNIVERSITY OF CALIFORNIA

Amendment to Agreement

This Amendment #2 to Agreement # 2019.001563 ("Agreement") is entered into between The Regents of the University of California (UC) and Supplier.

AMENDMENT TO AGREEMENT

The Agreement is hereby amended as follows:

1. **Purchasing Agreement – Section 1 – Statement of Work** is hereby amended as follows:

A second paragraph is added to this section that reads as follows:

Otis National Account Staff shall endeavor to work closely with University of California (UC) Systemwide Procurement Staff to strongly encourage the use of this elevator maintenance, modernization, and consulting services agreement by all UC purchasers throughout the UC campus system. OTIS shall provide regular itemized periodic reporting to UC Systemwide Procurement staff on UC campus agreement utilization (at least 2x a year) and work to ensure that this agreement is utilized to the greatest extent possible by all current and future UC purchasers.

2. **Section 2, sub-section (a) Term of the SOW** is hereby amended as follows:

This renewal term of this agreement will begin on October 1, 2024 ("Effective Date") and continue through September 30, 2029.

3. **Article 7 – INTELLECTUAL PROPERTY/COPYRIGHT AND PATENTS of the Terms and Conditions of Purchase** is deleted in its entirety and replaced with the following:

1. **Ownership of Deliverables.** Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, will be owned by UC, but only to the extent that such deliverables are specifically developed by the Supplier solely for UC's exclusive use only (and no other client of the Supplier) and UC was expressly contemplated to be the exclusive owner of such deliverables under a separate written agreement, including without limitation a statement of work or a purchase order (in which case, "UC IP"). The UC IP will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such UC IP including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such UC IP under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such UC IP and any copyrights or trademarks thereto.
2. **Pre-Existing Materials.** In the event that Supplier uses any pre-existing patented, copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the performance of the Agreement in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up license to use such Pre-Existing Materials with right to sublicense such rights exclusively in connection with UC's use of the deliverables.

3. **Inventions and Discoveries.** Whenever any invention or discovery is made or conceived by Supplier relating to the UC IP or incorporates UC Institutional Information, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result. As used herein, "Institutional Information" means any information or data created, received, and/or collected by UC or on its behalf, including but not limited to application logs, metadata, and data derived from such data (but shall not include operational data generated by OTIS related to the functioning of any equipment maintained or installed at UC's request).
4. **Supplier Assignment.** Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights in the UC IP to UC as well as all right, title and interest in tangible research products embodying the UC IP whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
5. **General.** Should the Goods and/or Services, Pre-Existing Materials, and/or deliverables become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or (iii) obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods' and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.
6. **UC Rights to Institutional Information.** Institutional Information shall belong exclusively to UC and, unless expressly provided, this Agreement shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC. Any right for Supplier to use Institutional Information is solely provided on a non-exclusive basis, and only to the extent required for Supplier to provide the Goods or Services under the Agreement.

4. **University of California Incentive Discounts Rider** – This rider is hereby amended as follows:

In addition to keeping all our existing business with the University of California, and to expand our presence throughout the UC campus community within our maintenance portfolio, Otis will provide an enhanced 3% discount off the total maintenance pricing across the UC.

All other terms, conditions and provisions of the Agreement shall remain in full force and effect.

This Amendment is signed by the parties' duly authorized representatives and shall be effective as of September 1, 2024.

Signature Page Follows

OTIS ELEVATOR COMPANY

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: T.W. Kimbro
T.W. Kimbro (Aug 8, 2024 19:11 EDT)



Name: T.W. Kimbro

Adrian Ferreira

Title: Authorized Representative

Director - Facilities and Capital Programs

Date: Aug 8, 2024

Aug 9, 2024

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Agreement No. 2019.001563
August 7 2024