

MASTER TERMS AND CONDITIONS

Lift and the Customer acknowledge and agree that by signing an Order Form and Signature Page of the Master Subscription Agreement, Lift and the Customer agree to all of the terms and conditions contained in these MT&Cs. Any capitalized terms used in these MT&Cs, but not defined, shall have the meanings set forth on the Order Form and Signature Page. As used in these MT&Cs: (1) “**you**”, “**your**” and “**User**” means the Customer; and (2) “**our**” and “**us**” means Lift.

The terms and conditions of these MT&C: (1) describe the manner in which you may use, access or browse the Lift Solution and related software and applications (collectively, the “**App**”); (2) govern your use of the Lift Solution Services, the App and any equipment you lease from Lift (collectively, the “**Equipment**”), including, but not limited to, Lift proprietary elevator monitoring boxes (each an “**EC-1 Box**”); and (3) describe the rights and obligations of the Parties regarding the Lift Solution Services, the App and the Equipment.

ARTICLE I – SUBSCRIPTION; LICENSE; EQUIPMENT LEASE

1.1. General

(a) Lift Solution Services. By executing and delivering an Order Form and Signature Page to Lift, you understand and agree that: (i) the Lift Solution monitors elevator performance, condition, and usage and detects and reports anomalies in elevator performance; (ii) in order for the Lift Solution to monitor an elevator, an EC-1 Box must be installed properly on an elevator by you; (iii) in order to access the Lift Solution Services, you must either log onto the Lift web portal at www.liftai.com (the “**Lift Portal**”) or log onto the App (subject to the provisions of Section 1.5 below); and (iv) once logged onto the Lift Portal or the App, you can access the Lift Solution Services.

(b) Subscriptions; License. By executing and delivering an Order Form and Signature Page to Lift, you hereby:

(i) subscribe to the Lift Solution Services for the Subscription Term beginning on the Subscription Start Date (as defined in the Order Form and Signature Page) and for the Service Level Tier (as defined in the Order Form and Signature Page) (together the “**Subscription**”).

As used in the Agreement, the term “**Subscription Term**” has the meaning defined in the Order Form and Signature Page. Subject to the terms and conditions of the Agreement, during the Subscription Term, Lift hereby grants to you a limited, revocable, non-exclusive, non-transferable (except as provided in

Section 7.5 below), non-sublicensable license to access and use the Lift Solution Services, the Lift Portal and the App. By granting such license, Lift is not obligating itself to maintain the Equipment, the Lift Solution, the Lift Portal and/or the App in their present forms. Lift may upgrade, modify, change or enhance the Equipment, the Lift Solution, the Lift Portal and/or the App upon reasonable prior notice to you (unless the change is of critical business importance or outside Lift’s control, in which case Lift will explain the reason for the changes to you as soon as is reasonably practicable).

1.2 Auto Renewal. Should your Subscription not be terminated pursuant to Section 5.2, your Subscription will automatically renew under the Agreement for 365 calendar day periods unless you or Lift terminates the Subscription prior to 90 calendar days before the expiration of your Subscription. In order to cancel your Subscription prior to auto renewal you must contact us at Billing@LiftAI.com. In the event of an auto-renewal of your Subscription, Lift reserves the right, in its sole discretion, to increase the Monthly Subscription Fee Per EC-1 Box that you owe to Lift in connection with your Subscription based on Lift’s then applicable market rates.

1.3 Multi-Users. During the Subscription Term, you may assign individuals who are your employees (“**Authorized Employees**”) the ability to: (a) install and maintain the Equipment you lease from Lift; and (b) access and use the Lift Solution Services through the Lift Portal or the App. You agree to: (i) be responsible for ensuring that your Authorized Employees remain fully compliant with the provisions of these MT&Cs; and (b) be liable for your breaches of these MT&Cs caused by the acts and/or omissions of your Authorized Employees.

1.4. License Restrictions. Lift reserves all rights not expressly granted to you under the Agreement. You agree to not: (a) copy, export, transmit, download, post to a database or to the Internet, or otherwise reproduce in any fashion any portion of the Lift Solution, the Lift Portal, the App, or their underlying content, software, applications, reports or databases or any portion thereof; (b) rent, lease, sublicense, distribute, transfer, copy, modify or timeshare the Lift Solution, the Lift Portal, the App or any of your rights under the Agreement; (c) use the Lift Portal or the App after any expiration, termination or cancellation of the Agreement or the licenses granted by the Agreement; (d) transfer any access privileges to the Lift Solution, the Lift Portal, the App or their materials/content to any third parties, provided that you may transfer content from the Lift Portal or the App to your End Users (as defined below); (e) use the Lift Solution, the Lift Portal or the App for any purpose that is unlawful or prohibited

by the Agreement or applicable law; or (f) use the Lift Solution, the Lift Portal or the App in any manner which could damage, disable, overburden or impair the Lift Solution, the Lift Portal or the App or interfere with any other party's use and enjoyment of the Lift Solution, the Lift Portal or the App.

1.5. Usernames and Passwords. When any of your Authorized Employees first attempt to use the Lift Portal or the App, they will be asked to designate a personal username and password for purposes of accessing the Lift Solution through the Lift Portal and/or the App. You agree that any username and password designated by an Authorized Employee shall only be used by such Authorized Employee. The use of a username and/or password by an individual other than the Authorized Employee who designated such username and/or password is a violation of the Agreement. You and your Authorized Employees are responsible for maintaining the confidentiality of the usernames and passwords that your Authorized Employees designate and you are fully responsible for all activities that occur under such usernames and passwords. You shall prevent unauthorized use of the Lift Solution using the usernames and passwords designated by your Authorized Employees. You agree to immediately notify Lift of any unauthorized use of your Authorized Employees' usernames or passwords and/or any other breach of security. Lift will not be liable for any loss or damage arising from your or your Authorized Employees' failure to comply with the provisions contained in this Section 1.5. You and your Authorized Employees should use particular caution when accessing the Lift Solution via the Lift Portal or the App from a public or shared computer so that others are not able to view, intercept or record the usernames and passwords designated by your Authorized Employees. All assignments of any usernames or passwords of your Authorized Employees shall be void.

1.6. End-User Licenses. Your customers (each an "End User") may license the Lift Solution from us and use the Lift Portal or the App it access it, but only if they enter a "click-through" license agreement with us regarding such use.

1.7. Equipment Lease.

(a) Equipment Lease/Title. If you order Equipment pursuant to an Order Form and Signature Page, Lift hereby leases to you, and you hereby take and lease, such Equipment during the Subscription Term subject to the terms and conditions of the Agreement. You may not sublease the Equipment to any other person or entity, except End Users, without the prior written consent of Lift. Lift shall continue to hold title to the Equipment throughout the Subscription Term.

(b) Use of Equipment. You agree to: (i) use the Equipment in a careful, proper and lawful manner; (ii) not use the Equipment, or permit the same to be used, contrary to any applicable law or in a manner which would cause injury or damage to the Equipment or cause the value or usefulness of the Equipment to substantially diminish; and (iii) instruct each of your Authorized Employees and End Users to comply with the provisions of this Section 1.7 with regard to the Equipment. Except for ordinary wear and tear, you shall be responsible for, and liable to Lift for, any and all damages to the Equipment. In addition to the foregoing, you covenant and agree that: (x) the Equipment shall not be installed or maintained by any person other than your qualified employees (each of whom must be a careful, dependable and qualified installer and/or maintenance professional of such Equipment not acting under the influence of alcohol or drugs); (y) you shall report all damages to, and accidents or needed repairs on, the Equipment to Lift in a timely fashion; and (z) you shall maintain customary insurance with regard to the use and operation of the Equipment (including property damage and personal injury or death (liability) coverage) during the Subscription Term. You agree to maintain such policies of insurance in full force and effect on each item of Equipment during the Subscription Term.

(c) Installation, Support, Training, and Customizations. Lift shall have no installation, support, training or customization obligations with regard to the Equipment except as set forth in Article IV of these MT&Cs. You are solely responsible for the installation and maintenance of the Equipment.

(d) Shipment; Risk of Loss. Lift agrees to ship to you all Equipment that you lease from Lift under the Agreement DAP (Incoterms 2020) and Lift may pay all costs of shipping and insurance for the Equipment to you. You hereby assume the entire risk of loss to the Equipment while the Equipment is in your possession or in the possession of your End Users. In the event of loss while Equipment is in your possession or in the possession of your End Users, you shall pay Lift the cost to repair the Equipment, if it can be repaired, or the cost to replace the Equipment, if it cannot be repaired.

(e) Maintenance, Repair and Equipment. You shall, at your expense, provide for all maintenance and repairs which are required to be performed on the Equipment to reasonably keep it in good operational order. It is understood by the Parties that the use of a repair or maintenance vendor not authorized by Lift or the application of any parts not approved by Lift may cause serious damage or reduction of value to the Equipment. With respect to maintenance and repairs of the Equipment, you shall utilize only those specific repair vendors and/or parts specifically authorized or approved by Lift. If you fail to utilize an authorized or approved service vendor and/or parts, you hereby indemnify and hold harmless Lift from any costs,

expenses or loss of value to the Equipment caused by such failure and the costs arising from any need to correct improperly repaired or maintained Equipment and to pay Lift all such costs or expenses promptly upon request. Lift may, but need not, perform any repairs to be performed by you if you fail or neglect to do so within a reasonable time after Lift has given you written notice pointing out your default and stating Lift's intention of so doing, and Lift may charge you the reasonable cost and expense thereof.

(f) No Alterations. You agree to not, without the prior written consent of Lift, make any alterations, changes or modifications of any kind to the Equipment.

(g) No Mechanics' and Other Liens. You agree to not permit any mechanics' or other liens to be filed or exist against the Equipment.

(h) Surrender of Equipment. You covenant and agree to: (i) deliver and surrender the Equipment to Lift immediately upon the expiration of the Subscription Term or its earlier termination as herein provided, in as good and clean condition and repair as the same shall be at the date of delivery of the Equipment, ordinary wear and tear excepted; and (ii) cause your End Users to make available their premises and the Equipment located thereon so that the Equipment can be removed within ten (10) calendar days after the end of the Subscription Term.

(i) Right of Access. You agree that, subject to reasonable security and safety regulations and to reasonable requirements as to notice: (i) Lift and its duly authorized agents shall have the right at all times to enter upon the premises where the Equipment is located and to examine and inspect the Equipment; and (ii) you shall secure Lift's rights pursuant to clause (i) above from your End Users. You further agree that Lift and its duly authorized agents shall have such rights of access to the Equipment as may be necessary to carry out any of the obligations of Lift under the Agreement.

(j) Additional Equipment-Related Indemnification. In addition to the indemnification obligations in Section 6.4(b) below, you agree to indemnify and save harmless Lift against and from any and all cost, liability, expenses and claims arising from any accident, injury or damage whatsoever caused to any person or entity occurring in or about the building or structure in which the Equipment is located, and from and against all cost, liability and expenses incurred in or in connection with any such claim or action or proceeding brought thereon.

1.8 Availability. Lift will use commercially reasonable efforts to enable the Lift Solution Services, the Lift Portal and the App to be accessible during the Subscription Term, except for scheduled maintenance, required repairs and any interruption due to causes

beyond the reasonable control of, or not reasonably foreseeable by, Lift, including, but not limited to, any Force Majeure Event (as defined below). The foregoing undertaking shall not apply to the extent of any non-conformance caused by use of the Lift Solution Services, the Lift Portal or the App contrary to Lift's instructions or written specifications, or modification or alteration of the Lift Solution Services, the Lift Portal or the App by any person or entity other than Lift.

1.9 Confidentiality. During the Subscription Term and for a period of five (5) years after the end of the Subscription Term, Lift agrees to not disclose to any person or entity (other than Lift's Representatives) the identity of any of your End Users. Notwithstanding the foregoing, if you agree in writing, Lift may disclose your identity for marketing or advertising purposes.

ARTICLE II – FEES; PAYMENT; INVOICING

2.1. Fees. You hereby agree to pay Lift all applicable Monthly Subscription Fee per EC-1 Box (as defined in the Order Form and Signature Page) for the entire Subscription Term, Activation Fee (as defined in the Order Form and Signature Page), and any other fees or charges as agreed by both parties. Further, you agree to make all payments to Lift within the Payment Terms as defined in the Order Form and Signature Page.

2.2. Taxes. You acknowledge and agree that all Fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and you will be responsible for payment of all taxes (other than taxes based on Lift's income), fees, duties and charges and any related penalties and interest, arising from the provision of the Lift Solution Services and the lease of the Equipment (collectively, the "**Taxes and Charges**"). Should you be required under any law or regulation of any governmental entity or authority to withhold or deduct any portion of the payments due to Lift (as reflected in an Invoice (as defined below)), then the sum payable to Lift shall be increased by the amount necessary to yield to Lift an amount equal to the sum it would have received had no withholdings or deductions been made.

2.3. Invoices. The Parties agree that Lift may deliver invoices (each an "**Invoice**") within the App, by e-mail, regular mail or overnight mail to you for all: (a) fees; (b) Taxes and Charges; (c) Late Payment Fees (as defined below); and/or (d) costs and expenses incurred by Lift in connection with performing its obligations under the Agreement. All Invoices delivered by Lift to you shall: (i) be available to you via the Lift Portal or the App; and (ii) contain an Invoice date and an Invoice number. You hereby agree that all Invoices delivered by Lift shall be due and payable in full within the Payment Terms defined in the Order Form and Signature Page and in no case later than thirty (30) calendar days from the receipt by you of the

applicable Invoice; provided however, that you agree that if you have signed an Order Form and Signature Page, you hereby authorize Lift to regularly charge the credit card designated by you or one of your employees (the “**Credit Card**”) for the purpose of paying any Fees, Taxes and Charges, Late Payment Fees and/or other costs and expenses that you owe Lift pursuant to the Agreement and appearing on an Invoice immediately after issuance of such Invoice. If Lift charges your Credit Card pursuant to the previous sentence, Lift will post on the Lift Solution each payment successfully processed. You agree that Lift does not need to provide you with any prior notification of charges to your Credit Card if such charges are made pursuant to the terms of the Agreement. Any amounts contained in an Invoice not paid when due and payable shall bear interest at a rate of one and one half percent (1.5%) per month, or the maximum legal rate if less (the “**Late Payment Fees**”). The Parties hereby acknowledge and agree that the payment of any overdue amount and/or any Late Payment Fee shall not: (x) be deemed to be an extension of time for payment of any amounts due and payable; or (y) constitute a waiver of any breach of the Agreement that may have occurred pursuant to Section 5.2(c) below.

2.4. Invoice Disputes. You hereby irrevocably waive any objections to any Invoice or credit card billing and any amounts contained therein if you do not deliver a written objection (a “**Written Objection Notice**”) to Lift within thirty (30) calendar days after the date of the applicable Invoice. Such Written Objection Notice must specify: (a) the basis of such objection, in reasonable detail; and (b) the exact amounts that you are objecting to. If Lift has not charged your credit card for the amounts appearing in the applicable Invoice prior to its receipt of a Written Objection Notice relating to such Invoice, you shall be entitled to withhold payment of any objected amounts specified in the Written Objection Notice for up to fifteen (15) calendar days from the date of receipt of the Written Objection Notice by Lift (the “**Resolution Period**”) so that the Parties may discuss the objection in good faith. If, after the conclusion of the Resolution Period, the Parties have not resolved the dispute to their mutual satisfaction and you have not paid in full the amounts due and payable pursuant to the disputed Invoice, then such non-payment shall be deemed to be a material breach of the Agreement by you pursuant to Section 5.2(c) below.

2.5. Subscription Suspension or Limitation. You acknowledge and agree that Lift shall be entitled to suspend or limit the Subscription if any amounts due and payable under the Agreement are unpaid thirty (30) calendar days after their due date (a “**Payment Delinquency**”); provided however, that if you provide Lift a Written Objection Notice within the applicable period Lift shall not suspend or limit the Lift Solution Services until the end of the applicable Resolution Period. In addition, if Lift has suspended or limited the Subscription pursuant to this Section 2.5, it shall only

reinstitute the Subscription and fully provide the Lift Solution Services in its sole discretion and only upon the full satisfaction of any conditions that Lift may require to be satisfied by the Customer.

2.6. No Set-Off. You agree that Lift’s right to any payment provided for under the Agreement shall not be subject to any abatement, reduction, set-off, defense, counterclaim or recoupment of any amount due or alleged to be due by reason of any of your past, present or future claims.

ARTICLE III – INTELLECTUAL PROPERTY; LIMITATIONS

3.1 Lift Intellectual Property Ownership. You acknowledge and agree that:

(a) Lift owns and retains all right, title and interest in and to the following (collectively, “**Lift Property**”): (i) the Lift Solution Services, the Lift Solution, the Lift Portal, the App and all other technology, content, documentation and information provided by Lift in connection with the Lift Solution Services; (ii) the Equipment; (iii) all data and information collected by the Equipment (the “**Elevator Data**”); (iv) all ideas, know-how, and techniques that may be developed, conceived or invented by Lift during its provision of the Lift Solution Services under this Agreement; (v) the marks “Lift” and “Lift AI” and other graphics, logos, page headers, button icons, scripts and service names used in connection with the Lift Solution Services, the Lift Solution, the Lift Portal, the App and/or the Equipment; and (vi) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (i), (ii), (iii), (iv) and (v) above.

(b) Lift may aggregate the Elevator Data with data Lift collects from other elevators, to: (i) create data and/or analyses in aggregated, de-identified form (the “**Aggregated Content**”); (ii) produce reports and analyses consisting of, or resulting from, such Aggregated Content for disclosure to third parties and disclose such reports and analyses to third parties (the “**Lift Reports**”); (iii) create improvements to the Lift Solution Services, the Lift Solution the Lift Portal and/or the App (the “**Improvements**”); and/or (iv) create new products and services (the “**New Products & Services**”).

(c) Lift shall exclusively, and solely, own the Lift Property, the Elevator Data, the Aggregated Content, the Lift Reports, the Improvements and the New Products & Services. Neither you nor any End User shall have any rights in or to the Lift Property, the Elevator Data, the Aggregated Content, the Lift Reports, the Improvements and the New Products & Services. Lift shall be entitled to use, license, sell, assign, transfer and/or otherwise provide rights relating to Lift Property, the Elevator Data, the Aggregated

Content, the Lift Reports, the Improvements and/or the New Products & Services to any third party for any purpose free from any claim of you or any End User.

(d) Except as otherwise expressly authorized herein or by Lift in writing, the non-exclusive license provided in Section 1.1(b) above and the lease of the Equipment pursuant to Section 1.7 above is the entirety of your rights in connection with Lift Property.

(e) The Lift Solution, the Lift Portal and the App are protected by U.S. copyright laws and international treaty, and the unauthorized reproduction or distribution thereof is subject to civil and criminal penalties.

(f) You agree to not directly or indirectly (and shall not permit any unauthorized party, including any End User, to) do any of the following: (i) access, use, sell, distribute, sublicense, sublease, broadcast or commercially exploit any Lift Property or any rights under the Agreement; (ii) copy, modify or prepare derivative works based on Lift Property; (iii) reverse engineer, decompile, disassemble, or attempt to derive source code from any Lift Property; (iv) remove, obscure, or alter any intellectual property right or confidentiality notices, copyright notices or legends appearing in or on any aspect of any Lift Property; (v) cause any confusion with Lift's brand or identity; or (vi) interfere, in any manner, with Lift's provision of the Lift Solution Services and/or the App.

3.2 Further Assurances. You hereby covenant to Lift that, at the request of Lift and without further consideration, you shall execute and deliver such further instruments of transfer and assignment and take such other action as Lift may reasonably require to more effectively transfer, assign, and/or vest in, Lift all rights to the Lift Property, the Aggregated Content, the Lift Reports, the Improvements and the New Products & Services.

ARTICLE IV – TECHNICAL SUPPORT SERVICES

4.1 General. During the Subscription Term, but only if you are current in paying all of your Fees, Taxes & Charges and Late Payment Fees pursuant to Article II above, Lift will provide the following support services subject to the following terms and conditions (the "**Technical Support Services**"):

(a) You are required to use your commercially reasonable efforts to provide level 1 Technical Support Services to your End Users; meaning that you are responsible for: (i) receiving requests for technical support from your End Users regarding any Equipment, the Lift Solution Services, the Lift Solution, the Lift Portal and/or the App (each an "**End User Incident**"); and (ii) attempting to resolve such End User Incidents either by phone, by e-mail or in person (as the situation requires).

(b) If you: (i) are unable to resolve End User Incidents using your commercially reasonable efforts; or (ii) you are experiencing difficulty concerning the installation or operation of any Equipment, the Lift Solution Services, the Lift Portal or the App (each an "**Internal Incident**") and you have used your commercially reasonable efforts to resolve such Internal Incident, you can contact Lift at 1-855-4LIFTAI or info@liftai.com (each a "**Support Contact**"). When contacting Lift, you must: (x) inform Lift of the nature of the End User Incident or the Internal Incident, as applicable (each an "**Incident**"); (y) inform Lift whether the Incident is urgent or informational; and (z) provide the contact name, phone number and e-mail address of your Representative (as defined below) who will be Lift's contact regarding the applicable Incident. As used in the Agreement, the term "**Representative**" means an officer, director, manager, equity owner, employee, consultant, service provider, attorney or agent of a person or entity.

(c) Lift agrees to use its commercially reasonable efforts to respond to: (i) urgent Support Contacts within 120 minutes of receipt of such Support Contact during normal US business hours; and (ii) informational Support Contacts within 48 hours of receipt of such Support Contacts. Lift agrees to use its reasonable commercial efforts to provide Technical Support Services for urgent incidents and for informational incidents during normal US business hours; meaning that Lift will provide telephonic, web-based and/or e-mail Technical Support Services with regard to such Incidents (under no circumstance will Lift provide in-person Technical Support Services unless the Parties agree in writing about the compensation to be paid to Lift for in-person Technical Support Services and the terms and conditions for such services).

(d) Lift agrees to use its commercially reasonable efforts to provide a resolution for all Incidents. Notwithstanding the foregoing, you understand and agree that the Technical Support Services provided by Lift pursuant to the Agreement is not a promise or a guaranty by Lift that Lift will be able to provide a resolution to your, or an End User's, satisfaction with regard to any Incident in any specific time frame.

(e) You agree to use your commercially reasonable efforts to assist Lift in its attempts to resolve all Incidents.

ARTICLE V – TERMINATION

5.1 General. The Agreement and the Subscription shall expire at the end of the Subscription Term (as it may auto-renew pursuant to the provisions of Section 1.2 above).

5.2 Early Termination. Notwithstanding the provisions of Sections 1.1, 1.2 and 5.1 above, the Parties agree that the Agreement may be terminated prior to the end of the Subscription Term as follows:

(a) Mutual Termination. The Subscription and the Agreement shall terminate upon the mutual written agreement of the Parties.

(b) Termination At or Prior to the End of the Cancellation Period. You may terminate the Agreement at any time during the Cancellation Period by providing written notice of such termination to Lift. The period for this 5.2(b) termination begins at the Subscription Start Date and concludes after the designated amount of time (as specified in the Order Form and Signature Page in the box next to "Cancellation Period (Months);") has passed thereafter (the "**Cancellation Period**"). For the avoidance of doubt, if no termination has been delivered to Lift during the Cancellation Period, the Agreement will continue in full force and effect for the remainder of the Subscription Term provided no other terminations are effectuated pursuant to this Section 5.2.

(c) Termination for Cause. Except as provided in Section 2.4 of these MT&Cs, if a Party materially breaches any provision of the Agreement, then the non-breaching Party may give written notice to the breaching Party of such breach (which written notice must describe, in reasonable detail, the alleged breach). If such breach(es) cannot be cured, then, at the sole option of the non-breaching Party, the Subscription and the Agreement shall terminate immediately upon the delivery of such notice. If such breach(es) can be cured, but remain(s) uncured more than thirty (30) calendar days after receipt of such written notice, then, at the sole option of the non-breaching Party, the Subscription and the Agreement shall immediately terminate after the conclusion of such thirty (30) calendar day cure period.

(d) Termination for Insolvency Event. The Subscription and the Agreement shall automatically and immediately terminate without the requirement of any written notice if: (i) you make an assignment for the benefit of creditors; (ii) you are subject to the appointment of a receiver (or similar authority) of a substantial portion of your assets; (iii) either Party ceases its active business operations; (iv) you file a petition under any chapter of the federal or any state bankruptcy code or law; or (v) an involuntary filing is made against you under any chapter of the federal or any state bankruptcy code or law which is not dismissed within sixty (60) days after the date of filing.

5.3 Effect of Termination. Upon termination or expiration of the Agreement and the Subscription: (a) except as otherwise set forth in this Section 5.3, all rights and obligations of both Parties, including all licenses granted under the Agreement, shall immediately terminate; and (b) you shall pay to Lift all

amounts due and payable as provided in Article II of these MT&Cs within thirty (30) calendar days of receipt of an Invoice therefore or Lift shall charge your Credit Card for all amounts due and payable as provided in Article II of these MT&Cs. If Lift has not triggered an early termination in accordance with section 5.2(c) or you have not triggered an early termination in accordance with section 5.2(b), you will be responsible for paying all unbilled fees for any Monthly Subscription Fee Per EC-1 Box that would otherwise become payable before the end of the Subscription Term. Notwithstanding the foregoing, any other provision of the Agreement which by its express terms is intended to survive any termination or expiration of the Agreement (and in such case such provision shall only survive any termination or expiration of the Agreement for the period expressly stated). Upon the expiration or termination of the Agreement for any reason, you shall immediately cease all use of the Lift Solution Services, the Lift Solution, the Lift Portal, the App and the Equipment, and Lift may immediately terminate your access to the Lift Solution and all information contained therein. Lift will not be liable to you, any of your End Users or any third party for any claims or damages arising out of any termination, expiration or suspension or any other actions taken by Lift in connection with such termination, expiration or suspension.

ARTICLE VI – WARRANTIES; INDEMNIFICATION; LIMITATION OF LIABILITY

6.1 Limited Warranty.

(a) Lift represents and warrants that, to Lift's knowledge, neither the Equipment, the Lift Solution Services, the Lift Solution, the Lift Portal nor the App: (i) infringes on any third party's intellectual property rights; or (ii) contains any generally known virus or similar code that may destroy, modify, alter, or cause the destruction, modification or alteration, in whole or in part, of any of your, or your End Users', equipment, devices, software, or data. As your, and your End Users', sole and exclusive remedy for breach of the foregoing warranties, Lift agrees to either correct the nonconformity or refund a pro rata portion of your Monthly Subscription Fees for the months in which such warranty breach took place and is continuing.

(b) Lift represents and warrants that, subject to the provisions of Section 1.7(b) above, the Equipment you lease from Lift pursuant to the Agreement will function in accordance with its specifications. You agree that your sole remedy for breach of the foregoing warranty is repair or replacement of the Equipment affected, at Lift's sole option, at Lift's sole cost.

(c) The warranties provided in this Section are solely for your benefit and you shall have no authority to extend the warranty to any third party. Lift shall not be liable for any breaches of the warranties

contained in this Section caused by: (i) any breach of Section 1.7 above; (ii) third party hardware or software; (iii) misuse of the Lift Solution Services, the Lift Solution, the Lift Portal and/or the App; or (iv) your or any of your End User's gross negligence or willful misconduct.

6.2 WARRANTY DISCLAIMER. YOU ACKNOWLEDGE AND AGREE, ON BEHALF OF YOURSELF AND YOUR END USERS, THAT THE INFORMATION PROVIDED BY, OR OBTAINED FROM, THE LIFT SOLUTION SERVICES, THE LIFT SOLUTION, THE LIFT PORTAL AND/OR THE APP IS FOR REFERENCE USE ONLY AND: (A) IS NOT INTENDED TO BE, AND SHALL NOT BE, USED OR RELIED UPON BY YOU OR ANY END USER AS FINANCIAL, LEGAL OR OTHER PROFESSIONAL ADVICE OR RECOMMENDATIONS BY LIFT; (B) IS NOT INTENDED TO BE, AND SHALL NOT BE, USED OR RELIED UPON BY YOU OR ANY END USER AS A SUBSTITUTE FOR YOUR AND/OR AN END USER'S PERSONAL INSPECTION OF ELEVATORS AND THEIR PERFORMANCE; (C) MAY BE MISLEADING, INCORRECT, UNRELIABLE AND/OR NOT PROVIDED ON A TIMELY BASIS; AND (D) IS NOT INTENDED TO BE, AND SHALL NOT BE, USED OR RELIED UPON AS DEFINITIVE INFORMATION REGARDING THE PERFORMANCE OF, OR MAINTENANCE REQUIRED TO, ELEVATORS. IN LIGHT OF THE ABOVE, AND EXCEPT AS PROVIDED IN SECTION 6.1 ABOVE (LIMITED WARRANTY), THE EQUIPMENT, THE LIFT SOLUTION SERVICES, THE LIFT SOLUTION, THE LIFT PORTAL, THE APP AND ANY INFORMATION PROVIDED BY THE LIFT SOLUTIONS SERVICES, THE LIFT SOLUTION, THE LIFT PORTAL AND/OR THE APP ARE PROVIDED "AS-IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. LIFT SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, GUARANTIES, CONDITIONS OR REPRESENTATIONS OF ANY KIND (EXPRESS OR IMPLIED, ORAL OR WRITTEN) INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, DESIGN, CONDITION, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, ACCURACY, COMPLETENESS, RELIABILITY, QUALITY OF INFORMATION, TITLE, AND THOSE ALLEGED TO ARISE BY A CUSTOM OR USAGE IN A TRADE, OR BY COURSE OF DEALING. LIFT MAKES NO REPRESENTATION, WARRANTY, PROMISE OR GUARANTY THAT THE LIFT SOLUTION SERVICES, THE LIFT SOLUTION, THE LIFT PORTAL, THE APP OR ANY INFORMATION GENERATED OR MADE AVAILABLE BY THE LIFT SOLUTION SERVICES, THE LIFT SOLUTION, THE LIFT PORTAL OR THE APP IS FIT FOR ANY PARTICULAR PURPOSE OR THAT THE OPERATION OF LIFT SOLUTION SERVICES, THE LIFT SOLUTION, THE LIFT PORTAL AND/OR THE APP WILL BE UNINTERRUPTED, ERROR-FREE, CORRECT OR

NOT MISLEADING, OR THAT DEFECTS IN THE LIFT SOLUTION SERVICES, THE LIFT SOLUTION, THE LIFT PORTAL AND/OR THE APP WILL BE CORRECTED. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT USE OF LIFT SOLUTION SERVICES, THE LIFT SOLUTION, THE LIFT PORTAL AND/OR THE APP IS AT YOUR, AND YOUR END USERS', SOLE RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LIFT OR LIFT'S REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES CONTAINED IN SECTION 6.1. LIFT MAKES NO WARRANTY AS TO THE ADEQUACY OR CAPACITY OF THE EQUIPMENT, ANY HARDWARE OR THIRD PARTY SOFTWARE TO ATTAIN SOME OR ALL OF YOUR PERFORMANCE OBJECTIVES.

6.3 Use with Mobile Devices. Use of the Lift Solution Services, the Lift Solution, the Lift Portal and/or the App may be available through a compatible mobile device using Internet access and may require software and cellular service plans. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees for SMS messages, cellular service/data plans, and general usage, as well as the terms of your agreement with your mobile device and telecommunications provider. LIFT MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (A) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE LIFT SOLUTION SERVICES, THE LIFT SOLUTION, THE LIFT PORTAL AND/OR THE APP AT ANY TIME OR FROM ANY LOCATION; (B) ANY LOSS, DAMAGE OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (C) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH LIFT SOLUTION SERVICES, THE LIFT SOLUTION, THE LIFT PORTAL AND/OR THE APP.

6.4 Indemnification.

(a) Indemnification by Lift. Lift agrees to defend, indemnify and hold harmless you and your Representatives ("**Your Indemnified Persons**"), from any and all claims, losses, damages, liabilities or expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "**Losses**") incurred by you or your Representatives and arising out of or in connection with a law suit or other legal proceeding brought or instituted by a third party (each a "**Third Party Claim**") alleging that the Equipment, the Lift Solution Services, the Lift Solution, the Lift Portal, the App or any component thereof constitutes an unauthorized use or infringement of such third party's Intellectual Property Right (as defined below) now existing or hereafter arising (each a "**Third Party IP**")

Right). If the use of the Equipment, the Lift Solution Services, the Lift Solution, the Lift Portal, the App or any component thereof is enjoined in connection with such Third Party Claim (each, an **"Infringing Product"**), Lift will, at its sole expense and option: (i) procure for you the right to continue using the Infringing Product as set forth in the Agreement; (ii) replace the Infringing Product with a non-infringing product of equivalent function and performance; or (iii) modify the Infringing Product to be non-infringing, without detracting from function or performance. If Lift elects not to employ any of the options contained in the previous sentence, the Parties agree, upon Lift's written request, to terminate the Subscription and the Agreement pursuant to Section 5.2(a) above and Lift shall pay to you an amount equal to all amounts paid by you to Lift with regard to the Infringing Product under this Agreement (which shall offset the amounts owed pursuant to the first sentence of this Section 6.4(a)). As used in the Agreement, the term **"Intellectual Property Rights"** means all right, title and interest to a person's or entity's: (A) patents, patent applications, patent disclosures and all related continuations, continuations-in-part, divisionals, reissues, reexaminations, utility models, certificates of invention and design patents, registrations and applications for registrations; (B) trademarks, service marks, trade dress, internet domain names, logos, trade names and corporate names and registrations and applications for registration thereof; (C) copyrights and registrations and applications for registration thereof; (D) computer software, data and documentation; (E) inventions, trade secrets and confidential business information, whether patentable or nonpatentable and whether or not reduced to practice, know-how, processes and techniques, formulae, algorithms, research and development information, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and strategies and customer and supplier lists and information; (F) other proprietary rights relating to any of the foregoing (including remedies against infringements thereof and rights of protection of interest therein under the laws of all jurisdictions); and (G) copies and tangible embodiments thereof.

(b) Indemnification by You. You agree to indemnify, defend and hold harmless Lift and its present and former parents, subsidiaries and all of their respective Representatives (collectively, the **"Lift Indemnified Persons"**) from and against any Losses incurred by them arising out of or in connection with: (i) the negligent or intentional misuse of the Equipment, the Lift Solution Services, the Lift Solution, the Lift Portal, the App or any component thereof by you, your Representatives and/or your End Users; (ii) your, your Representatives' or your End User's noncompliance or alleged noncompliance with the provisions of applicable law or regulation; (iii) the breach of any provision of the Agreement by you or your Representatives; and (iv) any damage suffered by any of your End Users or their guests in connection with the

installation of the Equipment on the End User's elevators, the operation of the Equipment installed on the End User's elevators, the operation of the elevators owned by your End Users, the operation of the Lift Solution Services, the Lift Solution, the Lift Portal, the App or any component thereof and/or any Elevator Data provided or not provided to you or any of your End Users pursuant to the Agreement.

(c) Specific Limitations on Indemnification. You shall not be liable for any indemnification claim of any Lift Indemnified Person under this Section 6.4 to the extent that such indemnification claim is found in a final and binding arbitration award or a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of a Lift Indemnified Person. Lift shall not be liable for any indemnification claim of any of Your Indemnified Persons under this Section 6.4 to the extent that such indemnification claim is found in a final and binding arbitration award or a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of any of Your Indemnified Persons.

6.5 LIMITATION OF LIABILITY.

(a) NO SPECIAL DAMAGES. IN NO EVENT SHALL LIFT OR ANY OF ITS REPRESENTATIVES, BE LIABLE TO YOU OR ANY THIRD PARTY FOR: (I) ANY LOSS OR INJURIES TO EARNINGS, PROFITS, OR GOODWILL; OR (II) ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR BUSINESS INTERRUPTION, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS INFORMATION OR LOSS OF DATA, OF ANY PERSON OR ENTITY WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF LIFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIFT HAS SET ITS SUBSCRIPTION PRICING BASED ON THE ALLOCATION OF RISKS SET OUT IN THE AGREEMENT.

(b) LIABILITY CAP. EXCEPT IN CONNECTION WITH LIABILITY PURSUANT TO SECTION 6.4(a) ABOVE, LIFT'S MAXIMUM LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF WHETHER THE CLAIM OR ACTION IS BASED ON CONTRACT, TORT, WARRANTY, INDEMNIFICATION OR OTHERWISE, WILL AT ALL TIMES BE LIMITED TO: (I) THE SUBSCRIPTION FEES AND ACTIVATION FEES ACTUALLY PAID BY YOU TO LIFT DURING THE 180 CALENDAR DAYS IMMEDIATELY PRIOR TO THE DATE OF THE EARLIEST ALLEGED BREACH BY LIFT OF THE AGREEMENT OR OTHER ALLEGED WRONGFUL ACT COMMITTED OR ALLEGED OMISSION BY LIFT; LESS (II) LIFT'S

ACTUAL COSTS TO PROVIDE THE LIFT SOLUTION SERVICES, THE LIFT SOLUTION, THE LIFT PORTAL AND THE APP TO YOU UNDER THE AGREEMENT DURING THE SAME PERIOD; PROVIDED HOWEVER, THAT UNDER NO CIRCUMSTANCES SHALL LIFT HAVE ANY LIABILITY TO YOU WHATSOEVER IN CONNECTION WITH: (V) THE INSTALLATION OF THE EQUIPMENT ON THE END USER'S ELEVATORS; (W) THE OPERATION OF THE EQUIPMENT INSTALLED ON THE END USER'S ELEVATORS; (X) THE OPERATION OF THE ELEVATORS OWNED BY YOUR END USERS; (Y) THE OPERATION OF THE LIFT SOLUTION SERVICES, THE LIFT SOLUTION, THE LIFT PORTAL, THE APP OR ANY COMPONENT THEREOF; AND/OR (Z) ANY ELEVATOR DATA PROVIDED OR NOT PROVIDED TO YOU OR ANY OF YOUR END USERS PURSUANT TO THE AGREEMENT. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THE LIABILITY OF LIFT UNDER THIS SECTION 6.5(b). YOU WILL BE SOLELY RESPONSIBLE FOR ALL CLAIMS AND DAMAGES RESULTING FROM: (I) THE MISUSE OF THE EQUIPMENT, THE LIFT SOLUTION SERVICES, THE LIFT SOLUTION, THE LIFT PORTAL AND/OR THE APP BY YOU, YOUR REPRESENTATIVES AND/OR YOUR END USERS; (II) THE INSTALLATION OF THE EQUIPMENT ON THE END USER'S ELEVATORS; (III) THE OPERATION OF THE EQUIPMENT INSTALLED ON THE END USER'S ELEVATORS; (IV) THE OPERATION OF THE ELEVATORS OWNED BY YOUR END USERS; AND (V) THE USE AND/OR RELIANCE BY YOU OR ANY OF YOUR END USERS ON THE ELEVATOR DATA PROVIDED OR NOT PROVIDED TO YOU OR ANY OF YOUR END USERS PURSUANT TO THE AGREEMENT OR OTHERWISE.

ARTICLE VII – MISCELLANEOUS

7.1 Consent to Arbitration, Forum Selection and Choice of Law. You expressly agree that if there is any dispute arising out of your (or your Representatives or End Users) use of the Lift Solution Services, the Lift Solution, the Lift Portal, the App and/or the Equipment or in the event of any action arising directly, indirectly, or otherwise in connection with, out of, related to or from the Agreement or any transaction covered hereby or otherwise arising in connection with the relationship between the Parties, regardless of whether such action is brought under contract, tort, statute or otherwise, any such dispute shall be governed by the laws of the State of Michigan, without regard to its conflict of law provisions, and you expressly agree and consent to binding arbitration for the resolution of any such dispute. Such arbitration shall be decided by one arbitrator in a hearing held in Washtenaw County, Michigan, pursuant to the Commercial Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator may be entered by any court with jurisdiction. The aforementioned

location of arbitration is intended by the Parties to be mandatory and not permissive in nature.

7.2 Legal Fees. If any dispute arises between the Parties with respect to the matters covered by the Agreement which leads to a proceeding to resolve such dispute, the prevailing Party in such proceeding will be entitled to receive its reasonable attorneys' fees, expert witness fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief it may be awarded.

7.3 Force Majeure. Lift shall not be liable to you, your Representatives or any of your End Users for failing to perform its obligations under the Agreement because of circumstances reasonably beyond its control. Such circumstances shall include (without limitation) any acts or omissions of any government or governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, labor disputes, power failure, delays in transportation or deliveries of supplies or materials, acts of God, computer failure, hardware failure, telecommunications failure, software failure, cyber-attacks, cyber-hacks, cyber-crimes, or cyber-disruptions, failure of users to cooperate with the reasonable requests of Lift, breach of the Agreement by you, and any other events reasonably beyond the control of Lift (each a "**Force Majeure Event**").

7.4 Entire Agreement. The Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous, oral or written, representations, understandings or agreements relating to the subject matter hereof.

7.5 Assignment. You may not assign or transfer the Agreement or your rights or obligations under the Agreement to any third person or entity without the prior written consent of Lift; provided that you may assign or transfer the Agreement or your rights or obligations under the Agreement to any third person or entity without the prior written consent of Lift in connection with a Change of Control (as defined below). Any attempt by you to assign or transfer the Agreement or such rights or obligations in violation of this Section 7.5 shall be void and of no force and effect. Lift may freely assign or transfer the Agreement or its rights or obligations under the Agreement without your consent. As used in this Agreement, the term "**Change of Control**" means, with respect to you, the occurrence of any of the following events: (a) any consolidation or merger of you with or into any other entity in which the owners of your outstanding voting equity immediately before such consolidation or merger do not, immediately after such consolidation or merger, retain equity in the surviving entity representing a majority of the voting power of the surviving entity or equity representing a majority of the voting power of an entity that wholly owns, directly or indirectly, the surviving entity; (b) the sale, transfer or assignment of your

securities representing a majority of the voting power of your outstanding voting securities to an acquiring person or entity or group of persons or entities; or (c) the sale or exclusive license of all or substantially all of your assets.

7.6 Severability. If any part of the Agreement is held invalid or unenforceable, that portion will be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions will remain in full force and effect.

7.7 Amendment; Waiver. The Agreement, or any portion thereof, may only be amended by a writing signed by a duly authorized representative of each Party. No waiver of any obligation under this Agreement shall be valid unless in writing and signed by an authorized representative of the Party whose rights are prejudiced by such waiver. No delay or omission by either Party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either Party of any of the obligations to be performed by the other Party or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other obligation.

7.8 Headings and Captions. The headings and captions of the Agreement are inserted for convenience of reference and do not define, limit or describe the scope or intent of the Agreement or any particular section, paragraph, or provision.

7.9 Counterparts; Signatures. The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together

shall constitute one and the same Agreement. Counterparts may be delivered via facsimile, electronic mail or other electronic transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

7.10 Notices. Whenever under the Agreement one Party is required or permitted to give notice to the other, such notice shall be given in writing and shall be deemed to be given: (a) one (1) business day after deposited with a nationally recognized overnight delivery service so long as such notice is prepaid for overnight delivery to the other Party; (b) one (1) business day after sending if sent by e-mail; or (c) the day of delivery if personally delivered with written evidence of such delivery, and, in either case, addressed to the Party's respective notice address on the Order Form and Signature Page. Either Party hereto may change its address for notification purposes from time to time by giving the other Party prior written notice in accordance with this Section 7.10 of the new address and the date upon which it will become effective.

7.11 Interpretation. The Parties acknowledge and agree that: (a) each Party and its counsel reviewed and negotiated the terms and provisions of the Agreement and have contributed to its revision; (b) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of the Agreement; and (c) the terms and provisions of the Agreement shall be construed fairly as to all Parties and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of the Agreement.