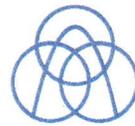


ThyssenKrupp Elevator



thyssenkrupp

County of San Mateo
Department of Public Works
Invitation For Bid
For Elevator Maintenance

AMENDMENT NO.1

This Amendment No.1 shall be made a part of this Agreement and in the event of conflict with other articles, terms, conditions or contract documents, this Amendment No.1 shall be final. In no event shall ThyssenKrupp Elevator Corporation be liable for penalties or indirect, special, liquidated, incidental, exemplary or consequential damages.

EXHIBIT "A"

3.3: Amend so Contractor shall only be responsible for any accident, negligence, theft, or vandalism to the extent caused by Contractor. Amend to add "but only to the extent of Contractor's negligence" at the end of the first paragraph.

ATTACHMENT "B"

11: Amend so indemnity, defend and hold harmless is limited to Contractor's acts, actions, omissions or neglects and in no way includes the acts, actions, omissions, neglects or bare allegations of other parties not under Contractor's direct control.

13: Amend so Contractor's certificate of insurance shall govern as to form, language, endorsements and waivers. Amend so Contractor's Certificate of Insurance only contains standard ACORD cancellation language. Amend so Professional Liability coverage is not provided. Amend so additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by Contractor's negligence and not to the extent caused by the additional insured's own acts, actions, omissions, or neglects or for bare allegations.

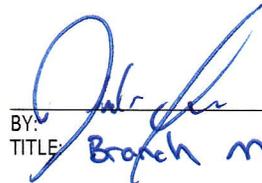
Attachment G

Amend so any "work product" furnished to the County by the Contractor which Contractor reasonably deems proprietary in nature or otherwise essential to Contractor's business operations shall not be considered "works made for hire". Contractor hereby specifically reserves all rights related thereto, including but not limited to copyrights or other intellectual property rights. Any deviation from the foregoing reservation of Contractor's rights hereunder shall be evidenced only by separate written agreement of the parties, setting forth with all reasonable specificity the extent to which such reserved rights are relinquished to County

COUNTY OF SAN MATEO

THYSSENKRUPP ELEVATOR CORPORATION

BY: 
TITLE: Deputy Director, Human Resources

BY: 
TITLE: Branch Manager