



Schindler

**Schindler Elevator Corporation
SDG IoEE AHEAD**

Schindler Elevator Corporation
20 Whippary Road Morristown, NJ 07960-4539, United States

**Federal Communications Commission (FCC)
Office of Engineering and Technology**

From: Guy Monhollen, PM, Principal Engineer, Senior Systems Architect
Phone: +19733973648
Email: guy.monhollen@schindler.com
Date: January 23, 2020
Subject: **Confidentiality Request for FCC ID: 2AVFL-50700305**

Office of Engineering and Technology,

Pursuant to sections 0.457, 0.459 of CFR 47, the applicant (Schindler Elevator Corporation) requests that materials/exhibits provided in conjunction with our application, supporting documentation, transmittals, correspondence receive and be handled with the following confidentiality.

<u>Item(s):</u>	<u>Requested Confidentiality Level:</u>
Block Diagrams	Long-Term/Permanent Confidentiality
External Photos	Short-Term Confidentiality
Internal Photos	Long-Term/Permanent Confidentiality
Operational Description	Long-Term/Permanent Confidentiality
Theory of Operation(s)	Long-Term/Permanent Confidentiality
Parts List, Placement, BOM	Long-Term/Permanent Confidentiality
Schematics	Long-Term/Permanent Confidentiality
Test Setup Photos	Short-Term/Permanent Confidentiality
User's Manual	Long-Term/Permanent Confidentiality

For all Long-term/Permanent Confidentiality requested items our request is justified in the nature of the operational use and security considerations as follows:

Schindler has spent substantial effort in developing this product and it is one of the first of its kind in industry. Having the subject information easily available to "competition" would negate the advantage they have achieved by developing this product. Not protecting the details of the design will result in financial hardship.

The device(s) included in this application are in direct connection(s) to sensitive/secure building equipment. The devices have access to sensitive information about building operations, communications and human movement. As such exposure of confidential information included in the list above could create/result in a security hazard to Schindler Elevator Corporation, Schindler's customers (building owner's), and passengers/riders of Schindler manufactured equipment/Technologies. Security hazards can

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include (but not limited to): Prevention of emergency services, hazardous movements resulting in injury or death, entrapments, and telecommunications hazards/interference.

For items requested with confidentiality of "Short-Term", it's Schindler's position that exposure of said information would jeopardize Schindler's technical advantage, or market abilities and would cause financial harm to Schindler. Our request for short-term confidentiality will allow Schindler to receive a Return On Investment (ROI) for technologies that Schindler has custom developed and is the leader in the industry at this time. Undue exposure would prevent Schindler from marketing our technologies under the Schindler brand in a fair manner.

Permanent Confidentiality:

The applicant requests the exhibits listed above as permanently confidential be permanently withheld from public review due to materials that contain trade secrets and proprietary information not customarily released to the public.

Short-Term Confidentiality:

The applicant requests the exhibits selected above as short term confidential be withheld from public view for a period of 180 days from the date of the Grant of Equipment Authorization and prior to marketing. This is to avoid premature release of sensitive information prior to marketing or release of the product to the public. Applicant is also aware that they are responsible to notify TUV Rheinland in the event information regarding the product or the product is made available to the public. TUV Rheinland will then release the documents listed above for public disclosure pursuant to FCC Public Notice DA 04-1705.

Regards
Schindler Elevator Corporation
20 Whippany Road
Morristown NJ, 07960
Mr. Guy Monhollen
PM, Principal Engineer, Senior Systems Architect

A handwritten signature in dark ink, appearing to read "Guy Monhollen", is written over a light blue horizontal line.

Appendix I: Long-Term Confidentiality Justification for Internal Photos

Justification for Internal Photos and User Manual Having Long-Term Confidentiality

7) a-2 NDA clause:

All Schindler employees, contractors, and customers receiving the IoEE AHEAD IoT device (a.k.a) CB3 and preceding and/or following on devices are required to sign a specific NDA protecting the IP of the CB3. This is our standards (no exceptions) practice. Please see attached NDA.

Also, all CB3 devices are installed/mounted in secured areas only. Secured areas can be either of the following.

1. Elevator hoist-way.
2. Escalator machine pit/chase-way
3. Elevator machine room
4. Elevator controller enclosure.

For all of the above 4 installation areas the unit is secured beyond physical boundaries which are enforced with the following:

1. Keyed secured entry points (locked doors):
 - a. Traditional key/lock assembly,
 - b. biometric,
 - c. special elevator access key(s),
 - d. pin pad locks.
2. Identity verification:
 - a. Schindler specific credentials,
 - b. State/Government credentials
3. Building security personnel.:
 - a. Access control lists,
 - b. physical challenge
 - c. building access controls.
4. Industry special knowledge on hoist-way access and equipment service keys
 - a. Specialized training
5. Secondary security by mounting within an outer secured enclosure.
 - a. Mounted within other secured SEC equipment all behind the secure boundary

All CB3 devices are installed in such a manner to prevent physical access to only a very select, authorized personnel within Schindler Elevator Corporation.

Regarding the ownership of the CB3 devices. Schindler Elevator Corporation (SEC) does not sell, lease or make freely available to its customers, or the general public the CB3 or related devices or equipment. For all CB3 installation, the CB3 device ownership is retained by SEC. Please note that the CB3 device(s) are a component of a service offering that SEC sales/markets to its clients. Our clients are purchasing information management services not physical equipment as it relates to our IoEE AHEAD services (e.g. CB3). At no time does SEC release ownership of the devices, the SW or Intellectual Property (IP) associated with the CB3 device(s). All such things are considered by SEC to be confidential, and/or highly sensitive IP related content.

Lastly, all and any information collected by the CB3 devices during operational use at client facilities is not directly distributed to clients or client representation/agents. It is only after the information has been processed by many levels of SEC Information Management (IM) systems/services does the site-specific data become available as consumer accessible information. Also note that the information provided to our clients is not raw collected data. It is heavily processed, cleansed, and represented in a separate consumer forward interface separate of the CB3 devices. At no time does the consumer of the data have direct access to the CB3 devices.

Appendix II: Example NDA

Schindler Digital Business AG	Confidentiality Agreement Project: Internet of Elevators and Escalators (IoEE)	Page 1 of 4
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The undersigned is an employee, representative, contractor, consultant or advisor - hereafter referred to as the "Undersigned" – of the Schindler Holding Ltd., or of a direct or an indirect subsidiary of the Schindler Holding Ltd., or an affiliate of Schindler Holding Ltd. – with all of such entities hereafter referred to as "Schindler".

The **Undersigned** undertakes and confirms herewith the following:

1. The **Undersigned** is aware of the purpose and the goal of project **IoEE** as a confidential technological initiative of **Schindler** and is aware of the meaning of this name. In connection with project **IoEE**, the **Undersigned** has received and may receive information and documents (in physical, electronic, or other form) that are either related to project **IoEE** (including, without limitation, the name and subject matter of project **IoEE**), constitute material non-public information, or are otherwise confidential, proprietary and/or constitute **Schindler** intellectual property, know-how, technology and trade secrets (including, without limitation, all related documents, plans, strategies, specifications, diagrams, summaries, notes, compilations, derivations, and other data) hereafter referred to as "**Confidential Information**".
2. The **Undersigned** fully acknowledges the confidential nature of project **IoEE** and all other **Confidential Information**, as well as the special care and confidentiality with which these have to be treated, particularly during the preparation phase.
3. The **Undersigned** specifically agrees and acknowledges to **Schindler**:
 - 3.1 To keep any **Confidential Information** strictly confidential and will not directly or indirectly inform, disclose, or disclose any **Confidential Information** to any third party whatsoever without the prior written consent of **Schindler**.
 - 3.2 Not to directly or indirectly inform any person of any **Confidential Information** within the **Schindler** group of companies without the prior written consent of the CIO, Americas.
 - 3.3 In the event that the **Undersigned** is an outside contractor, consultant or advisor, inform only those employees, representatives, and agents of him/her, who as a result of their work must have knowledge of the **Confidential Information**, and who must also have signed and adhere to a confidentiality agreement that is identical to this **Agreement** and provided a copy to **Schindler**.
 - 3.4 The **Undersigned** will utilize the **Confidential Information** only in connection with the work that he/she has to perform for **Schindler**. Within forty-eight hours after a written request from **Schindler**, the **Undersigned** will return to **Schindler** all **Confidential Information** in whatever form (including, without limitation, all copies) in the possession or control of the **Undersigned** (including, without limitation, any data relating to the project **IoEE** and any **Confidential Information** prepared, developed, or created by the **Undersigned** in connection with project **IoEE** or through the use of the **Confidential Information**), and if any such **Confidential Information** is in electronic form, the **Undersigned** will also provide evidence to **Schindler** (in form and substance reasonably satisfactory to **Schindler**) that such **Confidential Information** has been permanently deleted and erased after providing a copy to **Schindler**.
 - 3.5 Without limiting the generality of any other provision of this **Agreement**, the **Undersigned** will not talk about project **IoEE Confidential Information** with anyone other than those people expressly permitted by this **Agreement** or indicated in writing by **Schindler**.
4. The undertaking and restrictions set out under Paragraph 3 above (except for obligations of Section 3.3 which shall apply), will not apply if and to the extent that the **Confidential Information**:

4.1 can be proven to have been in the public domain at the time of the disclosure to the **Undersigned**, other than as a consequence of an unauthorized disclosure by **Schindler**; or

4.2 can be proven to have been rightfully and without restriction known or in possession of the **Undersigned** prior to the date of receipt; or

4.3 is rightfully in the **Undersigned's** possession in the future after disclosure by a third party without restriction on disclosure or use.

5. Moreover, and without limitation, it is hereby expressly stated, and the **Undersigned** acknowledges his/her understanding, that all matters, including analyses, work performed, information, documents, work papers related to as well as discussions and conferences held in connection with project **loEE** and/or in connection with any other **Confidential Information** are considered as business secrets, which business secrets are protected from disclosure by legal and contractual duties and obligations.

Moreover, the **Confidential Information** is protected not only by U.S. common law, but also by various state and federal laws protecting trade secrets and confidential information from disclosure, which include state Uniform Trade Secrets Act, and the federal Defend Trade Secrets Act.

The **Undersigned** understands that pursuant to the Defend Trade Secrets Act of 2016, an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is (i) made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

6. If any **Information** is directed to be disclosed in litigation by a final, non-appealable order of a court of competent jurisdiction, the **Undersigned** agrees to enter into a protective order, mutually agreeable in form with **Schindler**, limiting the disclosure of the **Information** to that specific litigation. **Schindler** shall provide counsel at its cost, in pursuit of such protective order.
7. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, PERFORMANCE AND REMEDIES (WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).** The **Undersigned** and **Schindler** shall bring any action or proceeding in respect of any claim arising out of or related to this **Agreement** exclusively in the United States District Court for the District of New Jersey or any New Jersey state court and appellate courts having jurisdiction of appeals from any of the foregoing (hereinafter the **Chosen Courts**), and, solely in connection with claims arising under this **Agreement**, each of the **Undersigned** and **Schindler**: (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts; (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts; and (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party. **EACH OF THE UNDERSIGNED AND SCHINDLER IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**
8. The **Undersigned** hereby acknowledges and agrees that **Schindler** would be irreparably injured by a breach of this **Agreement** by the **Undersigned** and that money damages are an inadequate remedy for an actual or threatened breach of this **Agreement** because of the difficulty of ascertaining the amount of damage that will be suffered by **Schindler** in the event that this **Agreement** is breached. Therefore, the **Undersigned** agrees to the granting of specific performance of this **Agreement** and injunctive or other equitable relief in favor of **Schindler** as a remedy for any such breach, without proof of actual damages, and the **Undersigned** further waives any requirement for the securing or posting of any bond in connection with any such remedy. Such remedy shall not be deemed to be the exclusive remedy for the **Undersigned's** breach of this **Agreement**, but shall be in addition to all other remedies available at law or in equity to **Schindler**.
9. In the event that any provision of this **Agreement** may be held to be invalid or unenforceable for any reason, it is agreed that said invalidity or unenforceability shall not effect the other provisions of this **Agreement**, and that the remaining covenants, terms and conditions or portions thereof shall remain

in full force and effect and any court of competent jurisdiction may so modify the objectionable provisions as to make them valid, reasonable and enforceable.

10. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the **Undersigned** and **Schindler**. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights in any other respect or at any other time. The waiver of a breach of or a default under any of the provisions of this **Agreement** or to exercise any right or privilege hereunder, shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity.
11. This **Agreement** shall not be assignable or delegable by the **Undersigned** and any such assignment or delegation shall be void. This **Agreement** shall be binding upon and inure to the benefit of each party and his, her, or its successors, heirs, legal representatives and permitted assigns. Any signature pages of this **Agreement** transmitted by telecopier or by electronic mail in portable document format shall have the same legal effect as an original executed signature page.

*** Remainder of Page Blank – Signature Page Follows ***

The **Undersigned** has duly executed and delivered this **Agreement** as of the date written below.

Date: Feb 27, 2019

Company:
(If applicable)

Name: NORMAN R. NELSON

Title:
(If applicable)

Signature: 

Address: 106 SHEFFIELD DR
FREEHOLD, NJ 07728