Otis Digital

Services

OTIS ONETM

**Dear Madam, Sir,**

**01**

We are excited to welcome you in the digital era of maintenance. We have personalized this Digital Services Contract to suit your individual needs.

With our Internet of Things (IoT) platform – Otis ONETM, our in-car screen - eViewTM and our remote service capabilities you are entering a world of real-time smart services allowing passengers a delightful journey.

We thank you for your trust in Otis.

**Sales representative name**

**Title**

**Phone number Email address**

**02**

**CONTRACT MAINTENANCE / NUMBER: 00000000**

**Your Otis Digital**

**Services program**

**Otis ONETM PLUS**

**Otis ONETM PRIME**

**Otis ONETM

PRO**

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**CONNECTION

TO CUSTOMER

APPLICATIONS**

**Otis Developer Portal**

**Otis Integrated Dispatch**

**Otis API Platform access**

**Integrated Dispatch for robot deliveries**

**Optional**

* **Not included**
* **Included**

**Otis Customer Portal**

**Otis ONE Real-time services**

**Realtime preferred notifications**

**Remote mechanic dispatch before you know it**

**Informed repairs for quick fix**

**Advanced data analytics**

**Elevator running on arrival fee elimination**

**Predictive insights for your business continuity**

**Remote reset and live test**

**Remote diagnosis**

**Customized lift operations**

**Quality emergency calls**

**Comforting emergency calls with video communication**

**Remote disentrapment**

**Infotainment & customizable communications**

**Your own personal button in your smartphone**

**REAL-TIME

TRANSPARENT

INFORMATION**

**BUSINESS

CONTINUITY

THROUGH

PROACTIVE

COMMUNICATION

& PREDICTIVE

INSIGHTS**

**FAST RELIABLE

REMOTE SERVICES**

**REASSURED

AND INFORMED

PASSENGERS**

**Otis eCallTM**

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| --- | --- |
|  | **CONTRACT MAINTENANCE / NUMBER: 00000000** |
|  |  | **Your personalized****digital services rider** |
|  |  |  |

Otis will provide the digital services selected below in accordance with the terms and conditions of this rider (“RIDER”). This RIDER, including all exhibits and appendices hereto which are incorporated as a binding part of this RIDER, supplements the existing maintenance services currently provided by Otis

to (“CUSTOMER”) on the subject equipment (“EQUIPMENT”) pursuant to

maintenance contract(s)(“MAINTENANCE CONTRACT”) identified in this RIDER. In the event of a conflict, the terms of this RIDER shall govern.

**03**

**THE CONTRACT IS MADE BETWEEN**

**INSERT CUSTOMER NAME HERE**

**Address**

**Zip code, Town**

(hereinafter referred to as Customer or You(r))

**OTIS ELEVATOR COMPANY**

**Address**

**Zip code, Town**

(hereinafter referred to as Otis or We)

**04**

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| --- | --- | --- |
|  | **CONTRACT MAINTENANCE / NUMBER: 00000000** |  |
|  | **Equipment Details** |  |
| Otis proposes to provide digital services via subscription as defined above on the EQUIPMENT specified in this RIDER subject to a final survey and approval by Otis. If, in Otis’ judgment, installation and enabling of subscription services on the EQUIPMENT is not feasible, then Otis may at its discretion terminate this RIDER immediately. |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **BUILDING** |  | **EQUIPMENT No.** |  | **MODEL** |  | **CAPACITY** |  | **SPEED** |  | **STOPS** |

**Building name and location**

(hereinafter referred to as the BUILDING)

**Duration**

The Commencement Date of this RIDER shall be . The term of the RIDER shall be for a period of

one (1) year, which shall renew automatically for another one (1) year at the end of the prior term. CUSTOMER may terminate the RIDER for convenience at any time upon 30 days written notice. CUSTOMER may cancel part of the digital services upon 30 days written notice specifying which digital services are to be cancelled. In the event of such cancellation, the RIDER shall remain in effect for the non-cancelled digital services. If the MAINTENANCE CONTRACT for the corresponding EQUIPMENT identified in this RIDER is terminated for any reason or expires by its terms, this RIDER shall automatically terminate effective on the date of the MAINTENANCE CONTRACT termination or expiration. Cancellation or termination of this RIDER shall have no effect on the terms and conditions including duration of the MAINTENANCE CONTRACT.

**CONTRACT MAINTENANCE / NUMBER: 00000000**

**Price and payment terms**

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| --- | --- |
|  |  |
|  |  |
|  | **Billing frequency Method of payment Payment period**Country Specific Annually/ Check/Bank Transfer/Credit Card Country Specific |

**The installation fee is $** (if applicable)

**The subscription fee is $** per month

for the digital services as described below.

This subscription fee will increase if Otis’ out-of-pocket costs to provide the services increase or new functionality, features, and/ or technologies are offered other than as described above and are selected by CUSTOMER.

Discounts of any type, if any are set forth in the underlying MAINTENANCE CONTRACT, shall not apply to the price for services set forth in this RIDER.

The contract value shall be adjusted annually at effective date in accordance with increase in the cost of services performance.

**TOTAL RIDER PRICE**

**05**

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| --- | --- | --- | --- | --- | --- | --- |
| **EQUIPMENT NO.** |  | **DIGITAL SERVICES** |  | **PRICE UNIT/YEAR** |  | **TOTAL** |

**CONTRACT MAINTENANCE / NUMBER: 00000000**

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**General Terms**

**and Conditions**

**SECTION 1**

**1.1 OTIS SERVICE EQUIPMENT**

In connection with providing digital services to CUSTOMER under this RIDER, Otis may use or install counters, meters, tools, sensors, car top or hoistway cameras, remote monitoring devices or communication devices (“Otis Service Equipment”). Otis Service Equipment will remain at all times Otis’s property and may only be used or accessed by Otis employees, regardless of whether installed at the factory or on site. The CUSTOMER will ensure that Otis Service Equipment can only be accessed by authorized Otis personnel. Otis may use the Otis Service Equipment or otherwise employ remote diagnostics and predictive analytics to provide customized service and improve efficiency and increase the CUSTOMER’s satisfaction. The data generated by these Otis service diagnostic and predictive analytical tools shall be and remain the property of Otis.

In further connection with providing digital services to CUSTOMER under this RIDER, Otis may use and/or install hardware and/or software to enable functionality of the Digital Subscription Equipment (together with “Otis Service Equipment”, “Otis Equipment”). The CUSTOMER grants Otis the right to store or install the Otis Equipment in the CUSTOMER’s building and to use the CUSTOMER’s electricity to connect the Otis Equipment to the EQUIPMENT. The CUSTOMER agrees to keep the software resident in the Otis Equipment (“Otis Software”) in confidence as a trade secret for Otis and will not permit others to use, access, examine, copy, disclose, disassemble or reverse engineer the Otis Equipment or the Otis Software for any purpose whatsoever. If subscription service is terminated for any reason, and regardless of the reason, Otis may, at its discretion, disable and/or remove either remotely and/or via onsite visit such Otis Software and/or Otis Service Equipment. Upon termination and at Otis’s request, Customer will provide Otis with access to the CUSTOMER’s premises to remove the Otis Service Equipment. Otis may, at its discretion, determine not to remove the Otis Service Equipment at the termination of this RIDER. All of the Otis Service Equipment and Otis Software shall remain the sole property of Otis (and Otis shall have the right at its discretion to disable, purge, delete, scrub or otherwise remove Otis Service Equipment and Otis Software residing in or otherwise accessible through the Otis Equipment) and remain subject to the terms herein. CUSTOMER shall, upon termination of this RIDER for any reason and instruction from Otis, uninstall and delete the Otis Software and shall certify in writing to Otis that CUSTOMER has not retained any copy of any part of the Otis Software. Notwithstanding the above, (i) end user(s) who are building tenants or guests shall not be required to uninstall and/or delete the Otis Software, and (ii) CUSTOMER shall retain physical ownership of Otis Equipment preinstalled on CUSTOMER's EQUIPMENT or expressly purchased by CUSTOMER from Otis under a separate written agreement, provided that CUSTOMER may only use any such Otis Equipment exclusively in connection with the EQUIPMENT.

**1.2 NORMAL WEAR AND TEAR**

Otis’ subscription service obligations hereunder do not include the performance of any work, including the furnishing of supplies and parts, required due to vandalism, abuse, misuse, neglect, force majeure events,

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accidents not caused by Otis, or any other cause beyond Otis’ control, normal wear and tear excepted, or replacement of parts and/or software that are obsolete or have reached end of life. In its sole discretion, Otis may provide software updates, patches or bug fixes, but is not obligated to do so unless required by applicable law as determined by Otis. All parts provided by Otis shall be of good quality and furnished on an exchange basis. Printed circuit boards used for replacement will be new or refurbished boards of comparable quality. Exchanged parts, if they do not already belong to Otis, become Otis property.

**1.3 EVALUATE REMOTELY AND ONSITE**

Otis shall have remote and onsite access in order to, at its discretion, evaluate the EQUIPMENT remotely, provide remote or onsite solutions, gather data (including usage, performance, or evaluate the products and determine next generation products, if any), provide updates, or make changes to system configurations and/ or hardware, as deemed appropriate by Otis. This information shall be and remain the property of Otis. In the event remote diagnostics indicate that a visit by a service technician is required, Otis will either send a service technician to the EQUIPMENT or Otis will contact the CUSTOMER. The terms and conditions (including any charges and/or service requirements) of any service technician visit will be governed by the provisions of the applicable MAINTENANCE CONTRACT.

**SECTION 2 – LIABILITY, DATA PRIVACY & SECURITY AND DATA OWNERSHIP**

**2.1 OTIS’ LIABILITY**

NOTWITHSTANDING ANYTHING ELSE IN THIS RIDER, NEITHER OTIS NOR ANY OF ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES, EMPLOYEES, CONTRACTORS, SUPPLIERS OR OTHER REPRESENTATIVES SHALL IN ANY EVENT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, COLLATERAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUES, LOSS OF ANTICIPATED SAVINGS OR LOST PROFITS, RECALLS, FINES, PENALTIES, LOSS OF INFORMATION OR DATA, DATA BREACH, BUSINESS INTERRUPTION, HARM TO BUSINESS OR BUSINESS REPUTATION, WHETHER OR NOT FORESEEABLE, AND WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

Otis only warrants that it has good title to Otis Software and Otis Equipment and has the requisite authority to enter into this RIDER. OTHER THAN THE PRECEDING SENTENCE, OTIS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE OTIS PRODUCTS, RESULTING INTELLECTUAL PROPERTY, OR INTELLECTUAL PROPERTY AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FORA PARTICULAR PURPOSE, ORWARRANTYOF NON-INFRINGEMENTANDANYOTHER IMPLIED WARRANTIES WITH RESPECT TO THE CAPABILITIES, SAFETY, UTILITY OR COMMERCIAL APPLICATION OF THE OTIS PRODUCTS, RESULTING INTELLECTUAL PROPERTY, OR INTELLECTUAL PROPERTY. THE ENTIRE RISK ARISING OUT OF THE USE OF THE OTIS PRODUCTS AND/OR CONTENT OF EVIEW, IF APPLICABLE, INCLUDING INTERVENTION BY A MALACIOUS ACTOR REMAINS WITH CUSTOMER.

NOTWITHSTANDING ANYTHING ELSE IN THIS RIDER, AND TO THE EXTENT PERMITTED BY LAW, OTIS’ TOTAL LIABILITY IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE ARISING IN CONNECTION WITH THIS RIDER SHALL BE LIMITED TO THE LESSER OF THE AMOUNT PAID BY CUSTOMER TO OTIS IN THE LAST TWELVE (12) MONTHS UNDER THE RIDER OR $25,000.

The CUSTOMER agrees to indemnify and hold harmless Otis for any claims, losses, liabilities, costs or expenses

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for damage to tangible property or injury or death of any person to the extent such damage, injury or death is caused by CUSTOMER’S negligence or other wrongful act or omission in the performance of CUSTOMER’S obligations under this RIDER.

**2.2 DATA PRIVACY & SECURITY**

**“Personal Information”** shall mean information and data exchanged under this agreement related to an identifiable natural person.

**“Processing”** of Personal Information shall mean the operation or set of operations, whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing.

**“Controller”** shall mean the party that determines the purposes and means of Processing Personal Information.

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Agreement. With respect to any Personal Information provided by the CUSTOMER to Otis, the CUSTOMER shall be the Controller and warrants that the CUSTOMER has the legal right to share such Personal Information with Otis and the CUSTOMER shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent, as may be required by law (including the consent necessary to transfer Personal Information to the United States of America). In particular, the CUSTOMER warrants that the CUSTOMER has provided notice to, or where necessary obtained consent from, individuals in accordance with applicable law including without limitation the General Data Protection Regulation (EU and UK), the Personal Information Protection Law (China), and the California Consumer Privacy Act and the California Privacy Rights Act. The CUSTOMER agrees that the CUSTOMER will only use Personal Information in furtherance of this RIDER and will not Process Personal Information for any other purpose. Otis shall not sell Personal Information that the CUSTOMER provides to Otis; however, Otis may share such Personal Information internally, across borders (including to the United States) and with service providers in accordance with applicable Data Privacy Laws. Otis shall ensure appropriate controls, given the nature of the data, which are designed to protect such Personal Information against undue disclosure. Otis shall in this regard notify the CUSTOMER without undue delay in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. Should Otis receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the Processing of Personal Information, Otis shall take reasonable commercial steps to provide the CUSTOMER prompt notice of such communication should it pertain to the CUSTOMER´s Processing of Personal Information.

**2.3 DATA OWNERSHIP**

CUSTOMER Data means Personal Information and/or application usage data combined with Personal Information that Otis receives from CUSTOMER or its end users, has access to, or otherwise Processes for or on behalf of CUSTOMER, in connection with this RIDER. Otis has no ownership of CUSTOMER Data.

Otis Data means all data related to EQUIPMENT configurations, parameters, functions, or operations; generated by Otis service diagnostic and predictive analytical tools; and/or anonymized aggregated data derived from CUSTOMER Data that cannot reasonably be manipulated to identify any individual. Otis Data shall be and remain the property of Otis.

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**SECTION 3 – TERMINATION**

**OTIS SHALL BE ENTITLED TO TERMINATE THIS RIDER IF ANY OF THE FOLLOWING EVENTS OCCUR:**

1. The legal and beneficial ownership of the building where the EQUIPMENT is located has changed or the building is vacated;
2. In Otis’ opinion, the EQUIPMENT, Otis Equipment and/or Otis Software is or has been subject to unreasonable or improper use;
3. Otis is prevented from performing any obligation under this RIDER by any cause outside its control;
4. In Otis’ judgment, installation and enabling of Otis Software and/or Otis Equipment on the EQUIPMENT is not feasible;
5. In Otis’ opinion, there is a material change in the original intent of the usage of the EQUIPMENT, Otis Equipment and/or Otis Software or in the function or character of the building;
6. Without Otis’ consent, any work upon the EQUIPMENT within the scope of this RIDER is undertaken by anyone other than Otis employees;
7. The CUSTOMER refuses or fails to carry out work or replacement falling outside the scope of this RIDER and/or the MAINTENANCE CONTRACT, within a reasonable period of time after written notice from Otis that such work or replacement is necessary.
8. The CUSTOMER fails to pay any monies due under this RIDER and/or the applicable MAINTENANCE CONTRACT within thirty (30) days of their becoming due; or
9. The applicable MAINTENANCE CONTRACT expires or is terminated for any reason whatsoever;
10. The CUSTOMER breaches any part of this RIDER, provided that such termination shall be effective ten (10) days following the date of written notice thereof to CUSTOMER, if CUSTOMER has not fully cured the cause and purged the effect of such breach within said ten (10) day period; or
11. The CUSTOMER (1) ceases to carry on business in the normal course, (2) becomes insolvent, (3) makes a general assignment for the benefit of its creditors, (4) suffers or permits the appointment of a receiver or a manager for its business assets, (5) avails itself of becomes subject to any proceeding under bankruptcy law relating to the insolvency or to the protection of creditors, or (6) if CUSTOMER has undergone, or has entered into a contract to undergo, a change in control.

In the event of termination, Otis shall be entitled to collect from CUSTOMER, Otis’ attorney fees, investigative fees and costs to recover the Otis Equipment or the Otis Software, where applicable and/or enforce this RIDER.

**SECTION 4 – WORK BY OTHERS**

**THE FOLLOWING SPECIFICATIONS MUST BE MET AND THE WORK SHALL BE PERFORMED BY OTHERS:**

1. Provide a separate 120 VAC, 15 Amp single phase power with GFCI outlet for the application interface box. Location of box is to be determined.
2. Application interface box must be connected to the building network. Any conduit or cable runs for connectivity to the building network will be performed by others.
3. If the cellular interface of the gateway appliance is used for network connectivity to the cloud, onsite testing may be necessary to determine if the cellular signal strength is acceptable in the proposed gateway appliance location. Relocation of the gateway appliance may be necessary to improve signal reception. Placement of the gateway appliance is limited to within 100 feet of Otis Compass switching equipment.

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|  | **CONTRACT MAINTENANCE / NUMBER: 00000000** |
|  | **Acceptance** |
| Customer acknowledges receipt of the general terms and conditions and of the applicable licensing terms in the appendix: Otis eCall Pro/Otis eCall Plus, API/OID. |

**FOR AND ON BEHALF OF CUSTOMER**

**Signature**

**Name**

**Designation**

**Date**

**Company Stamp**

**FOR OTIS (LEGAL NAME)**

**Signature**

**089**

**Name**

**Designation**

**Date**

**Company Stamp**

Otis gives people freedom to connect and thrive in a taller, faster, smarter world. The global leader in the manufacture, installation and servicing of elevators and escalators, we move 2 billion people a day and maintain more than 2.1 million customer units worldwide – the industry's largest Service portfolio. You’ll find us in the world's most iconic structures, as well as residential and commercial buildings, transportation hubs and everywhere people are on the move. Headquartered in Connecticut, USA, Otis is 70,000 people strong, including 41,000 field professionals, all committed to meeting the diverse needs of our customers and passengers in more than 200 countries and territories. To learn more, visit [www.otis. com](http://www.otis.com) and follow us on LinkedIn, Instagram, Facebook and Twitter @OtisElevatorCo.

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