



Otis Gen3

Terms and Conditions for Digital Equipment

1. In connection with providing digital products and services to Customer, Otis will use and/or install any device and software necessary to provide the digital services (“Digital Equipment”) now or in the future. Customer grants Otis access to Customer’s building to store, install and, if Otis property, remove the Digital Equipment, and to use electricity. Customer also grants Otis remote and onsite access in order to evaluate Customer’s vertical transportation equipment that is subject to a separate maintenance or new equipment contract with Otis (“Customer Equipment”), provide solutions and updates, gather data, and make changes to system configurations and hardware. As it relates to Digital Equipment, Otis shall not be liable to Customer for any indirect, incidental, collateral, special, punitive, or consequential damages or losses. Otis only warrants that it has a good title to Digital Equipment and makes no further representation or warranty (express or implied) of any kind with respect to Digital Equipment. Otis’ total liability relating to the Digital Equipment shall be limited to a maximum of Rupees Thirty Thousand Only (INR 30,000).
 2. Digital Equipment can only be used by an authorized Otis personnel and in connection with the Customer Equipment on which it was installed, even if the Digital Equipment is not owned by Otis. Customer agrees to keep the software resident in the Digital Equipment in confidence as a trade secret for Otis and will not permit others to use, access, examine, copy, disclose, disassemble or reverse engineer the Digital Equipment (or software therein) for any purpose whatsoever. When the applicable Otis contract expires, Otis may, at its discretion, disable, remove, or both, either remotely or via onsite visit, any Digital Equipment owned by Otis.
 3. Data Ownership- Otis has no ownership in Customer Data. The following data will remain the property of Otis: data (i) related to and generated by the Elevators and Digital Equipment, (ii) generated by Otis remote diagnostics, service diagnostic and predictive analytical tools, and (iii) anonymized aggregated data derived from Customer Data that cannot reasonably be manipulated to identify an individual. However, Otis has no ownership in Customer Data as such. Customer Data means and refers to 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 its provision of digital products and services.
 4. The digital products and services Otis is providing may result in the collection of personal identifiable information. When a party provides to the other party such personal information, both parties will comply with all applicable data privacy laws in the collection, processing and transfer of such personal information and will only use such personal information for providing the digital products and services Otis is providing under this contract and for no other purposes.
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