

Otis Digital Services Rider

General Terms & Conditions

SECTION 1

1.1 DIGITAL EQUIPMENT

Otis may use and/or install any device and software necessary to provide the DIGITAL SERVICES (e.g., sensors, cameras, remote monitoring devices, communication devices) ("DIGITAL EQUIPMENT"). CUSTOMER grants Otis access to CUSTOMER's building(s) to install the DIGITAL EQUIPMENT and to use CUSTOMER's electricity for the DIGITAL EQUIPMENT.

The DIGITAL EQUIPMENT shall remain Otis's property, except for DIGITAL EQUIPMENT pre-installed on CUSTOMER EQUIPMENT or sold to CUSTOMER under a separate contract. CUSTOMER allows Otis to use all DIGITAL EQUIPMENT for providing the DIGITAL SERVICES. The DIGITAL EQUIPMENT shall only be used by authorized Otis personnel and exclusively in connection with the CUSTOMER EQUIPMENT on which it was originally installed. Conditioned upon CUSTOMER's compliance with the terms this RIDER, Otis grants to CUSTOMER a personal, nonexclusive, non-sublicensable, nontransferable, revocable license to the software resident in the DIGITAL EQUIPMENT for use in relation to the provision of the DIGITAL SERVICES by Otis. CUSTOMER will keep the software resident in the DIGITAL EQUIPMENT in confidence as a trade secret of Otis and will not permit others to use, access, examine, copy, disclose, disassemble or reverse engineer such software.

When this RIDER ends, Otis may, at its sole discretion, disable and/or remove, either remotely or via onsite visit, any DIGITAL EQUIPMENT owned by Otis. CUSTOMER shall provide Otis with access to CUSTOMER's building(s) in order in order to facilitate the foregoing.

1.2 SCOPE OF WORK

In its sole discretion, Otis may provide software updates, patches or bug fixes, and may use new or refurbished components of comparable quality. Otis' subscription service obligations hereunder do not include the provision of any work related to the DIGITAL EQUIPMENT (and its parts), including, but not limited to, repair or replacement due to normal wear and tear or due to any cause beyond Otis' control (e.g., vandalism, abuse, misuse, neglect, force majeure events, obsolescence of parts and/or software, accidents not caused by Otis).

1.3 EVALUATE REMOTELY AND ONSITE

CUSTOMER shall grant Otis remote and onsite access to its building(s) in order to evaluate the CUSTOMER EQUIPMENT, provide solutions and updates, gather data, and make changes to system configurations and hardware. If diagnostics indicate a need for onsite service or other corrective actions, the terms of the MAINTENANCE CONTRACT are exclusively applicable to the provision of such onsite service. CUSTOMER shall provide all reasonable assistance to Otis necessary to:

- a) prevent or mitigate any cyber security threats or any unauthorized use of CUSTOMER EQUIPMENT or DIGITAL EQUIPMENT, and
- b) follow Otis' required instructions or comply with any applicable regulatory provisions.

1.4 DATA OWNERSHIP

Otis has no ownership of CUSTOMER DATA but shall have a limited license to use such CUSTOMER DATA in connection with the performance of its obligations under this RIDER.

"**CUSTOMER DATA**": 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.

The following data shall remain the property of Otis: all data (i) related to and generated by the CUSTOMER EQUIPMENT 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 any individual.

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

2.1 OTIS' LIABILITY

NOTWITHSTANDING ANYTHING ELSE IN THIS RIDER, NEITHER PARTY, NOR ANY OF ITS PARENT COMPANY, SUBSIDIARIES, OR AFFILIATES, SHALL IN ANY EVENT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, COLLATERAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES, 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 the DIGITAL EQUIPMENT. OTHER THAN THE PRECEDING SENTENCE, OTIS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE DIGITAL EQUIPMENT.

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 AMOUNT PAID BY CUSTOMER TO OTIS IN THE LAST TWELVE (12) MONTHS UNDER THIS RIDER.

2.2 DATA PRIVACY & SECURITY

The DIGITAL EQUIPMENT and/or DIGITAL SERVICES provided under this RIDER may result in the collection of personal identifiable information. When a party provides to the other party such personal identifiable information, both parties will comply with all applicable data privacy laws in the collection, processing and transfer of such information and will only use such personal information for providing the DIGITAL SERVICES and for no other purposes.

SECTION 3 – TERMINATION

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

- a) In Otis' judgment, installation, operation, and enabling of DIGITAL EQUIPMENT on CUSTOMER EQUIPMENT is not feasible;
- b) Without Otis' consent, any work upon the DIGITAL EQUIPMENT is undertaken by anyone other than Otis;
- c) 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 for providing the DIGITAL SERVICES;
- d) 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
- e) CUSTOMER breaches any material 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.

Neither party shall be held liable if it fails to comply with this RIDER due to a cause that is beyond its reasonable control and that could not reasonably be foreseen when this RIDER was signed. The following events are a non-exclusive list of such causes: national or local government directives, regulatory documents, new or amended laws or regulations, wars, pandemics, strikes, terrorism, cybercrime riots, natural disasters, and unavailability of telecommunication and information systems.

The affected party may terminate this RIDER by giving 30 days prior written notice to the other party. In the event of termination under Section 3, Otis shall be entitled to collect from CUSTOMER, Otis' attorney fees, investigative fees and costs to recover the DIGITAL EQUIPMENT, where applicable.

Acceptance

CUSTOMER acknowledges receipt of these terms and of the licensing terms in any of the following applicable Appendices:

- (i) [BMS API Appendix](#);
- (ii) [Otis eCall™ Pro/Otis eCall Plus Appendix](#); and/or
- (iii) [Otis eCall Pro API and OID API Appendix](#).