

Signature Contract



**Signature
Service**

**ACCOUNT NAME &
ADDRESS**

Town of Limerick
Washington Street
Limerick, ME 04048

**CUSTOMER NAME &
CONTACT INFO**

Aleesha Buzzell
(207) 793-4475
selectboardadmin@limerickme.org

CONTRACT SUMMARY



**RELIABILITY &
RESPONSIVENESS**

Details concerning the level of coverage you have along with Otis' method for ensuring timely dispatching and parts availability to meet your needs



COMMUNICATION

Summary of the many ways for you to communicate with us and receive information from us



**SAFETY &
ENVIRONMENT**

Safety is our number one priority- this section includes an outline of safety features and activities pertaining to your equipment



**SCHEDULE &
CLARIFICATIONS**

Terms and conditions about our regular working hours, insurance coverage and legal requirements



**PAYMENT &
ACCEPTANCE**

Price and term of agreement followed by the signatory area and billing information

COVERAGE TERMS

Price : \$138.89 per month, payable annually in advance
Duration : one (1) year(s)

DELIVERING THE PROMISE

We look forward to delighting you with world class service.

Otis Elevator Company
M:

35 BRADLEY DRIVE
WESTBROOK, ME 04092
otis.com

For emergencies:
OTISLINE® Customer Care 800.233.6847

OTIS
Confidential

Otis Lubricate and Survey

11/8/2022

CUSTOMER NAME

Town of Limerick
Washington Street
Limerick, ME 04048

OTIS ELEVATOR COMPANY

35 BRADLEY DRIVE
WESTBROOK, ME 04092

PROJECT LOCATION

LIMERICK TOWN OFFICES
55 WASHINGTON STREET
LIMERICK, ME 04048

PROPOSAL NUMBER

QTE-001527520

Otis Elevator Company or "we" agree to furnish Otis Lubricate and Survey Service to Customer or "you" on the equipment ("Units") described below as set forth in this Contract.

EQUIPMENT DESCRIPTION

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	Hydraulic	OTIS	ONLY ELV *ADA*	428281

CONTRACT PRICE

The contract gross price is one hundred thirty-eight and 89/100 dollars (\$138.89) per month, payable annually in advance.

TERM & RENEWAL

The Commencement Date will be 11/1/2022. The term of this Contract will be for one (1) year(s) beginning on the Commencement Date.

PAYMENT

Payments will be due and payable on or before the first day of each year for the term of the Contract, in accordance with the payment instructions on your invoice. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

The standard method of invoice delivery is via email. Please provide your email address(es) in the bill to section of this document. You agree to immediately update us with any changes to the electronic invoicing email address(es). Exceptions for traditional mail delivery may be accommodated by notifying your account manager.

The method of payment will be check.

PRICE ADJUSTMENT

The Contract Price will be adjusted on the Commencement Date anniversary or as of the effective date of any labor rate increase by the percentage increase in the straight time hourly labor cost under the International Union of Elevator Constructors. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, Otis may adjust the Contract Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs. If the price adjustment date and billing frequency do not align, the price adjustment date will be changed to ensure continued alignment with the billing frequency.

SURVEY

We will conduct an annual survey of the Units and provide a written report to you.

REGULAR VISITS

We will use trained personnel directly employed and supervised by us to visit the Units at a quarterly frequency.

INCLUDED IN VISITS

The visits will consist of lubrication of the following parts when conditions warrant:

- Machine bearings, gears, pumps, pump motors, operating valves, valve motors and leveling valves.
- Selectors, governors, governor sheaves, governor tension frame sheave assemblies and compensating sheave assemblies.
- Door operators, car door hangers, hoistway door hangers, and interlocks.
- Safeties, car and counterweight guide rails, and car and counterweight guide shoes including rollers and gibs.

CUSTOMER REPRESENTATIVE

As a service to you, and at your request, an Otis representative will be available to discuss with you about modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMSTM program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn and you agree to not hold or seek to hold Otis responsible or liable whatsoever in connection with, arising out of, or related to any recommendation or alleged duty to or failure to warn.

REPORTS– CUSTOMER PORTAL

We will, at your request, provide you access to the Customer Portal, our proprietary customer interface that permits you to access electronic records of completed procedures and service call history for the Unit(s) during the prior twelve (12) months. You will be responsible for obtaining Internet access to use the Customer Portal.

SAFETY

Except as expressly stated otherwise in this Contract, the ASME A17.1 Code ("Code" or "Elevator Code") may require tests including, among others: annual no load test; annual pressure relief valve test; and full load, full speed tests of safety mechanisms, over-speed governors, car buffers and other parts. These and other tests are not included in the Contract. You agree to conduct and pass any and all required tests on the Units at no costs to us and that this is a material duty. You agree to keep a record of such tests and to provide this record to Otis. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building and or you will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes. If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service for an additional charge on an open order basis. You will be responsible for the costs associated with such testing and service.

24 – HOUR DISPATCHING

Otis will, at your request, provide you with access to the Customer Portal and our OTISLINE™ 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on the Customer Portal or through an OTISLINE™ customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as chargeable service request. Any service required outside of normal working hours will be billed to you in accordance with the work schedule detail below.

NORMAL HOURS

All visits will be performed during the regular working hours of our regular working days for the examiners who perform the service. If overtime services are later requested by you, you agree to pay extra at our regular billing rates or overtime rates, as may be applicable.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME SERVICE REQUESTS

Service requests outside of regular working hours will be billed at standard overtime rates.

EXCLUSIONS

Lubrication of parts that are not listed above is specifically excluded. This Contract does not cover adjustments, cleaning, repairs, or any service requests (including but not limited to regular or emergency service requests). If any of these services are later requested by you, you agree to pay extra at our regular or overtime billing rates as applicable, including costs associated with travel time and other expenses. No service other than that specifically mentioned is included or intended.

OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS

Any counters, meters, tools, machinery, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose

whatsoever. If the Contract or service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this Contract. Otis grants to you the non-exclusive right to use this software only for operation of the units for which the part was provided. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, disassemble, decompile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this Contract by the transferee.

Otis may at its sole and absolute discretion employ remote diagnostics and predictive analytics to provide customized service and improve efficiency and increase your satisfaction ("Otis Service Software" or "Service Software"). The Otis Service Software is an Otis trade secret deployed pursuant to your service contract to enhance our efficiency and your experience with Otis service. The data generated by these Otis service diagnostic and predictive analytical tools shall be and remain the property of Otis. You agree to keep the Service Software in confidence and proprietary to Otis. You will not permit others to use, access, examine, copy, disclose, reverse engineer, decompile or disassemble the Service Software for any reason. Upon termination of this Contract, regardless of the reason, Otis may disable either remotely and/or via onsite visit (which you hereby permit) such Service Software. You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy of such software.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician on an annual basis to service the elevator mainline disconnects located in the elevator equipment room.

ACCESS

You agree to provide us with a safe workplace as well as unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, debris, and other potentially hazardous conditions.

ENVIRONMENTAL PROTECTION

Otis has practices in place to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request. You assume responsibility for and agree to remove and remediate any waste or hazardous materials including but not limited to hydraulic oil spills, asbestos, or other hazardous materials in accordance with applicable laws and regulations.

MALFUNCTIONING UNITS OR DANGEROUS CONDITIONS

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE™ service. Until the problem is corrected and the malfunction or dangerous condition is eliminated, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

INSTRUCTIONS / WARNINGS

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

LOCK OUT / TAG OUT ("LOTO")

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment as set forth in this Contract. Otis shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

RESPONSIBILITY FOR THE UNITS

It is agreed that Otis does not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CODE VIOLATIONS

You assume responsibility for the cost of correcting all Elevator Code violations existing as of the Commencement Date, as well as throughout the duration of the Contract. If such Elevator Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may, in addition to any other remedies resulting from material breach of your obligations hereunder, with respect to the equipment not meeting Elevator Code requirements, cancel and remove such equipment from this Contract without penalty to Otis by providing thirty (30) days written notice.

THIRD PARTY INTERFACE

Should you require us to interface with a third party, Otis will add an appropriate fee to cover the additional cost associated with this service.

ELECTRICAL AND LIGHTING REQUIREMENTS

You agree to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits.

ACCIDENT

You will provide Otis with written notice within twenty-four (24) hours after occurrence of any accident or incident in or about the elevator (s) and/or escalator(s) that leads to any injury or is alleged to cause any injury. You will provide such written notice to us, and if required by law, to any local authorities. You further agree to preserve any parts that are replaced after such an incident.

ENTRAPMENT

In the event of an entrapment, you will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. You agree that your agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway. Any entrapment responded to by Otis shall be treated as a chargeable service request unless otherwise deemed covered under this Contract by Otis.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the units.

PRIVACY

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 Contract. "Personal Information" shall mean information and data exchanged under this Contract 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. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may transfer information subject to corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis or its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other 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. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party 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, said party shall take reasonable commercial steps to immediately notify the other party.

PURCHASE ORDERS

Any purchase order issued by you in connection with services to be provided by Otis shall be deemed to be issued for your administrative or billing identification purposes only, and shall not be binding upon Otis under any circumstance. The parties agree that the terms and conditions contained herein will exclusively govern the services to be provided.

MATERIAL BREACH BY CUSTOMER

Failure to pay any sum due by you within sixty (60) days will be considered a material breach under this Contract. You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month (18% per annum), or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, legal fees) incurred by us to collect any overdue amounts. In addition, the following events shall constitute a material breach of your obligations under this Contract: (1) failure to notify Otis of a dangerous condition or malfunction, or for a Unit that has a dangerous condition or is malfunctioning, to take the unit out of service; (2) failure to provide unrestricted and safe access to all areas of the building in which any part of the Units are located; (3) failure to provide a safe workplace or failure to adhere to our safety requirements;

(4) failure to remove hazardous waste; (5) failure to adhere to lock-out/tag-out procedures; (6) failure to upgrade, improve or modernize the Units if Otis reasonably determines that such Units are unsafe to employees, inspectors or the riding public without such upgrades, improvements or modernization; and/or (7) failure to correct Elevator Code violations. In the event of a material breach by you, Otis shall be entitled to immediately suspend the affected Units or terminate service without prejudice to Otis, at its sole discretion.

TERMINATION FOR CUSTOMER'S BREACH

If this Contract is terminated for your material breach or for any reason other than our own default, you agree to immediately pay as liquidated damages, fifty percent (50%) of the remaining amount due under the current term of this Contract. The parties agree that quantifying Otis' losses arising from your material breach or premature termination would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such premature termination or material breach of this Contract.

TRANSFER OF INTEREST IN PROPERTY

In the event that you sell the property or your interest in the property is terminated prior to the expiration of the Contract, you agree to undertake best efforts to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this Contract. If the new owner or successor fails to assume your obligations under the Contract, then you agree immediately to pay to Otis fifty percent (50%) of the remaining amount due under the unexpired term of the Contract as liquidated damages. The parties agree that quantifying Otis' losses arising from the failure of the new owner or successor to assume this Contract would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such failure to assume upon a transfer.

FORCE MAJEURE

Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.

LIMITATION ON DAMAGES

Other than as specifically set forth above, under no circumstances (including third party claims) will either party be liable for any indirect, special, or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

INDEMNITY

Otis shall indemnify you for damages related to accidents and injuries to persons or property only when adjudged to have been caused by Otis' sole negligence or willful misconduct. In all other instances, you shall defend, indemnify, and hold Otis harmless against all, damages, losses, costs, and expenses (including reasonable legal fees) in connection with any claims, demands, suits or proceedings made or brought against Otis arising out of or connected with the use, repair, maintenance, operation or condition of the Units or your obligations under, or material breach of, this Contract.

CONFIDENTIALITY

Customer shall not disclose to any third party the terms of this Contract except as required by law or as necessary for the purposes of obtaining professional legal or accounting advice. This confidentiality provision is an integral part of this Contract and is a material condition upon which this Contract is based and shall survive the termination of this Contract.

ENTIRE CONTRACT

This Contract constitutes the entire and exclusive agreement between us for the services to be provided and your authorization to perform as outlined herein. Except as otherwise expressly stated herein, all prior or contemporaneous oral or written representations or agreements regarding the subject matter herein not incorporated herein will be superseded.

This Contract will be deemed voidable, even after execution, if it is determined at Otis' discretion that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.

AMENDMENT

This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed by an authorized representative of Otis.

SUBMITTED BY: Ann Marie Doyon
TITLE: Associate Client Relationship Specialist
E-MAIL: AnnMarie.Doyon@otis.com

Accepted in Duplicate

Town of Limerick

Otis Elevator Company

Date: 11/14/22

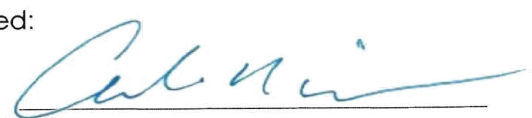
Signed: 

Print Name: Aleesha Buzzell

Title: SelectboardAdmin

Email: selectboardadmin@limerickme.org

Date: 11-28-22

Signed: 


Print Name: Colin Hill

Title: General Manager

Email: colin.hill@otis.com

Company Name: Town of Limerick

☐ Principal, Owner or Authorized Representative of
Principal or Owner

☒ Agent 

OTIS LUBRICATE & SURVEY

BILL TO INFORMATION

Company Name: Town of Limerick
Address: 55 WASHINGTON STREET
Address 2: _____
City: LIMERICK
State: ME
Zip Code: 040483500

ACCOUNTS PAYABLE CONTACT

Name: Aleesha Buzzell
Phone Number: (207) 793-4475
Fax Number: 207-793-8510
E-mail: selectboardadmin@limerickme.org

TAX STATUS

Are you tax exempt? (Yes or No)

If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices? (Yes or No)

If yes, please provide contact info for PO renewal:

Name: _____
Fax: _____
Phone: _____
E-Mail: _____

Otis ONE™ Solution

CUSTOMER NAME

Town of Limerick

CUSTOMER ADDRESS

Washington Street
Limerick, ME 04048

BUILDING NAME

LIMERICK TOWN OFFICES
55 WASHINGTON STREET
LIMERICK, ME 04048

Contract Number

NKA65575

Otis ONE RIDER TO OTIS MAINTENANCE CONTRACT

Otis will provide IoT Services selected below on the EQUIPMENT, as hereinafter described in accordance with the terms and conditions of this rider ("RIDER"). This RIDER supplements the existing maintenance services currently provided by OTIS to Town of Limerick ("CUSTOMER") on the subject equipment ("EQUIPMENT") pursuant to maintenance contract(s) ("MAINTENANCE CONTRACT") entered between the parties identified in Section 1.2.

SECTION 1 – PRODUCT OVERVIEW AND SCHEDULE OF EQUIPMENT

1.1 OTIS ONE PACKAGES

☒ **Otis ONE™ Prime**

Otis ONE Prime is an IoT platform for connected elevators that provides customers access to real-time information, proactive communication, and predictive insights via the Customer Portal.

☐ **Otis ONE™ Plus**

Otis ONE Plus includes all the features of Otis ONE Prime in addition to real-time alerts, remote dispatching, and no "running on arrival" (ROA) fees at Otis' discretion. A ROA call is defined as a callback where the mechanic arrives onsite and the elevator is operating normally and no repair is necessary.

☐ **Otis ONE™ Plus with Voice**

Otis ONE Plus with Voice includes all the features of Otis ONE Plus in addition to VoIP phone service for trapped passenger communication. When required by code an emergency



personnel station will be included to allow emergency personnel to communicate with trapped passengers.

☐ **Otis ONE™ Pro**

Otis ONE Pro includes all the features of Otis ONE Plus in addition to voice, video and text-based communication services. Otis ONE Pro includes the communication system required to comply with IBC 3001.2-2018 and ASME A17.1-2019 codes regarding communication systems for the hearing and speech impaired. When required by code an emergency personnel station will be included to allow emergency personnel to communicate with trapped passengers.

☐ eView™ is an infotainment service option to Otis ONE Pro that enhances the passenger experience with news, weather, and sports highlights. You can also promote your brand and share your custom content with passengers.

1.2 AUTHORIZED PERSONNEL STATION

An authorized personnel station allows authorized personnel to communicate with trapped passengers in elevators equipped with Otis ONE Plus with Voice or Otis ONE Pro. Authorized personnel can speak to passengers and when the elevator is equipped with Otis ONE Pro, view a live video feed from inside the elevator and communicate with passengers via text messaging.

☐ **Otis-Provided Authorized Personnel Station**

Required if customers want to monitor elevators themselves using an Otis provided tablet PC.

☐ **Customer-Provided Authorized Personnel Station**

Required if customers want to monitor elevators themselves using their own computer hardware. Requires PC with speaker, microphone and Chrome browser. There is no additional cost for a customer-provided authorized personnel station.

1.3 SCHEDULE OF EQUIPMENT

OTIS proposes to install and enable IoT Services as defined above on the EQUIPMENT specified below subject to a final survey and approval by OTIS. If, in OTIS' judgment installation and enabling of IoT Services on the EQUIPMENT is not feasible, then OTIS may at its discretion terminate this RIDER immediately.

Contract Number	Machine Number	Customer Designation	Otis ONE Package
NKA65575	428281	ONLY ELV *ADA*	Prime



1.4 LOCATION OF THE EQUIPMENT

Address:

LIMERICK TOWN OFFICES, 55 WASHINGTON STREET LIMERICK, ME 04048

SECTION 2 – TERM, RENEWAL AND RIDER PRICE

2.1 TERM & RENEWAL

The Commencement Date of this RIDER shall be the day that the IoT Services are commissioned and the duration of the term shall be equal to the remainder of the term under the current applicable MAINTENANCE CONTRACT for the corresponding EQUIPMENT identified in Section 1.2. This RIDER shall automatically renew for a term equal to the renewal term of the corresponding MAINTENANCE CONTRACT for the subject EQUIPMENT. Customer may cancel the Otis ONE subscription at any time by providing OTIS with a 90-day written notice with the intent to cancel.

2.2 RIDER PRICE

The activation fee of \$500.00 has been waived for the Otis ONE packages selected in Section 1.1.

The subscription fee is \$15 per month for the Otis ONE packages selected in Section 1.1.

Discounts of any type, if any are set forth in the underlying MAINTENANCE CONTRACT, shall not apply to the price nor services set forth in this Rider.

SECTION 3 – GENERAL TERMS AND CONDITIONS OF IOT SERVICE

3.1 OTIS SERVICE EQUIPMENT

Any counters, meters, tools, sensors, car top or hoistway cameras, remote monitoring devices or communication devices which OTIS may use or install pursuant to this RIDER remain OTIS' property, solely for the use of OTIS employees. Some OTIS IoT Service equipment may be installed at the factory. The method of installation shall not affect OTIS' rights to the Otis Service Equipment. The CUSTOMER grants OTIS the right to store or install such OTIS IoT Service Equipment in the CUSTOMER's building and to use the CUSTOMER's electricity to connect the OTIS IoT Service Equipment to the EQUIPMENT. The CUSTOMER will restrict access to the Otis IoT Service Equipment the authorized OTIS personnel.

OTIS employs 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. The CUSTOMER agrees to keep the software resident in the OTIS IoT Service Equipment ("IoT Software") in confidence as a trade secret for OTIS. The CUSTOMER will not permit others to use, access, examine, copy, disclose, disassemble or reverse engineer the OTIS IoT Service Equipment or the IoT Software resident in the OTIS IoT Service Equipment for any purpose whatsoever. If IoT 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 IoT Software and/or Otis IoT Service Equipment. OTIS will be given access to The CUSTOMER's premises to remove the OTIS IoT Service Equipment. OTIS may, at its discretion, determine not to remove the OTIS IoT Service Equipment at the termination of the IoT Contract. All of the IoT Software and IoT Service Equipment remain the sole property of OTIS (and OTIS shall have the right at its discretion to disable, purge, delete, scrub or otherwise remove IoT Software and IoT Service Equipment residing in or otherwise accessible through the IoT Service Equipment) and remain subject to the terms herein.

3.2 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, accidents not caused by OTIS, or any other cause beyond OTIS' control, normal wear and tear excepted, or replacement of parts that are obsolete or have reached end of life. 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 not already belonging to Otis, become OTIS property.

3.3 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 that remote diagnostics are such 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 concerning the issue, and the terms and conditions (including any charges and/or service requirements) relating to such visits shall be governed by the provisions of the applicable maintenance contract.

SECTION 4 – LIABILITY AND DATA PRIVACY & SECURITY

4.1 OTIS' LIABILITY

OTIS' liability for any loss, damage or delay arising from any act, default or omission, negligence or otherwise, in or about the performance and completion of this RIDER, shall be limited to liability for physical damage or injury to any person and damage to property to the extent adjudicated by a court of competent jurisdiction to have been proximately caused by OTIS, its servants or agents solely and not jointly with any other person. In no event shall OTIS be liable for consequential damages suffered by THE CUSTOMER or any person claiming against or through THE CUSTOMER or for claims against or through THE CUSTOMER for any other damage or loss of any kind.

4.2 DATA PRIVACY & SECURITY

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. "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. 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. In particular, where the EU or UK General Data Protection Regulation ("GDPR") applies, the CUSTOMER warrants that the CUSTOMER has provided notice to individuals in accordance with Article 14 GDPR within one (1) month of receiving the data about the Processing of their Personal information, including the purposes and legal bases relied on for such Processing. The CUSTOMER further warrants that where the GDPR applies, the CUSTOMER will only use Personal Information collected to provide the service, and will not Process Personal Information for any other purpose unless the CUSTOMER first establish a valid legal basis to do so and provide further notice to individuals about the intended Processing (and obtain their consent, if necessary). OTIS shall not sell Personal Information that the CUSTOMER provides to OTIS; however, OTIS may share such Personal Information internally, across borders 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.

SECTION 5 – TERMINATION

Otis shall be entitled to terminate this RIDER if any of the following events occur:

- a) The legal and beneficial ownership of the building has changed or the building is vacated;
- b) In OTIS' opinion, the EQUIPMENT and or IoT Service Equipment is or has been subject to unreasonable use;



- c) OTIS is prevented from performing any obligation under this RIDER by any cause outside its control;
- d) in OTIS' judgment installation and enabling of IoT Services on the EQUIPMENT is not feasible;
- e) in OTIS' opinion, there is a material change in the original intent of the usage of the EQUIPMENT and/or IoT Service Equipment or in the function or character of the building;
- f) without OTIS' consent, any work upon the EQUIPMENT within the scope of this RIDER is undertaken by anyone other than OTIS employees;
- g) 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.
- h) 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
- i) The applicable MAINTENANCE CONTRACT expires or terminated for any reason whatsoever.



Please provide the names and email addresses of those who require access to the Otis ONE Customer Dashboard :

Name	Email Address
Alesha Buzzell	selectboardadmin@limerickme.org
Dottie Richard	ceo.secretary@limerickme.org
Deedee Tibbetts	dtibbetts@limerickme.org


Town of Limerick

Otis Elevator Company

Date: 11/14/22

11-28-22
Date: _____

Signed: 

Signed: 

Print Name: Alesha Buzzell

Print Name: Colin Hill

Title: Selectboard admin


Title: General Manager

Email: selectboardadmin@limerickme.org

Email: colin.hill@otis.com

Company Name: Town of Limerick

☐ Principal, Owner or Authorized Representative of Principal or Owner

☒ Agent 
(Name of Principal or Owner)



Maine Revenue Services
PERMANENT EXEMPTION CERTIFICATE

TOWN OF LIMERICK
55 WASHINGTON ST
LIMERICK, ME 04048-3500

Registration Number: E81598
Effective Date: January 1, 2005
Notice Number: 5042224200604

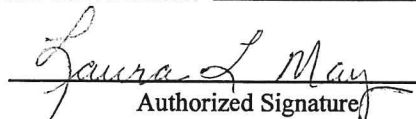
This certifies that the organization named above is an agency, branch, or instrumentality of the federal government, the State of Maine or a political subdivision of the State of Maine, and is therefore entitled to purchase tangible personal property or taxable services that will be used exclusively by the organization for the purposes for which it is organized without payment of the Maine sales or use tax.

This Exemption Certificate is issued under the provisions of 36 M.R.S. §§ 1751 - 2113.

- This certificate cannot be used for purchases when payments are made with cash, personal checks, or personal credit cards without an accompanying purchase order.
- All purchases must be billed directly to and paid for by the organization, or must be accompanied by a purchase order issued by the organization that identifies specifically the items to be purchased.
- A copy of this **completed and signed** certificate must be provided by the organization, and a copy maintained in the files of the vendor in order to permit purchases exempt from tax. It is only necessary to provide one copy of this certificate to the vendor. Subsequent purchases should be identified as exempt from tax.
- The property or service purchased must be used exclusively by the organization named above for the purposes for which it is organized.
- This certificate may not be used for activities that are mainly commercial enterprises, including, but not limited to, purchases of items to be resold by the organization.
- This certificate must be taken in good faith from the organization. The good faith of the vendor may be questioned if, at the time of the sale, the vendor has knowledge of facts that give rise to a reasonable inference that:
 - The purchaser is not the holder of the exemption certificate,
 - The exemption certificate has been revoked or is otherwise invalid at the time of the sale, or
 - The merchandise or service is not to be used exclusively by the exempt organization.

I HEREBY CERTIFY that the above exemption certificate is valid and that the tangible personal property or taxable services described below which I shall purchase from Otis Elevator will be used exclusively by the organization named above for purposes for which it is organized, consistent with the exemption provided in 36 M.R.S. § 1760 or 36 M.R.S. § 2557.

Description of Purchases: Contract


Authorized Signature

11/16/2022

Date

