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ADDENDUM TO OTIS SIGNATURE SERVICE CONTRACT

The provisions of this Addendum supplement or amend the terms and conditions of the above-referenced and attached Agreement. To the extent that there are any conflicts or ambiguities between the provisions of this Addendum and the terms and conditions of the Contract, the provisions of this Addendum shall prevail.

ADDITIONAL TERMS AND CONDITIONS

TERM & RENEWAL is removed and replaced with the following:

> "The Commencement Date will be 10/1/2026. The initial term of this Contract will be for three (3) year(s) beginning on the Commencement Date.
>
> This Contract may be renewed for successive one (1) year terms at the conclusion of the initial term."

PAYMENT is removed and replaced with the following:

> "Payments will be due and payable on or before the first day of each month 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. Notwithstanding the forgoing, we acknowledge that Waller County is a tax-exempt entity, and Waller County will not pay a tax from which it is exempt."

PARTS COVERAGE is removed and replaced with the following:

> "Unless excluded elsewhere in the Contract if necessary, due to normal usage and wear, Otis will repair or replace the parts specified above at its sole discretion. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis, subject to your approval."

CUSTOMER REPRESENTATIVE is removed and replaced with the following:

> "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 OMMSTM program. Any information provided to you under this service will be consistent with and/or comply with applicable codes and regulations. 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, unless such recommendation fails to be consistent with and/or comply with applicable codes and regulations."

SAFETY is removed and replaced with the following:

"We will conduct safety tests only if required by the applicable Elevator Code. Tests that are subsequently required by the applicable Elevator Code or authority having jurisdiction that are not covered under this Contract may be performed for an additional charge which shall be presented at the time of request to perform any such additional test. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

SAFETY TESTS – TRACTION ELEVATORS
We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, over-speed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tipping speed. As required by Code, we will measure the coated steel belts for safety using a method approved by the manufacturer."

TRAVEL TIME AND EXPENSE is removed and replaced with the following:

"In the event there is a service call that is reasonably deemed billable by us as being out of the maintenance scope, you agree to pay us travel time and expenses at our regular or overtime billing rates as applicable from the time of dispatch to the building under contract and return, provided that you have provided prior authorization for the expenses."

EXCLUSIONS is removed and replaced with the following:

"This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warning in connection with use by passengers. Further, we will not be responsible for, required, or liable: (i) to perform any tests other than those required by applicable Elevator Code; (ii) to make any replacements with parts of a different design or type or where the original item has been replaced by an item of a different design; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, upgrade or modernize Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including but not limited to parts for which the original design is no longer manufactured

or available for sale by the original equipment manufacturers or that is replaceable only by fabrication or purchase from a different after-market distributor or manufacture; (vii) to continue supporting, patching, or upgrading software and any associated hardware where the original supplier of such software and any associated hardware no longer sells the software as new and/or, terminates support, patches or upgrades of an/or access to such software, there is an inability to expand or renew licensing agreements, more technologically advanced hardware is available, and/or other changes/upgrades to the overall system render obsolete the functionality of the original software or do not allow the software to execute correctly on the hardware; (viii) to replace or repair any non-internet of things equipment more than fifteen (15) years and one calendar day from the original installation date; (ix) to repair or replace any internet of things hardware product or component capable of being connected to the internet or having an IP address more than ten (10) years and one calendar day from the original installation date, and specific to any touch screen, touch pad, tactile pad including without limitation LCD, LED, CRT, TFT, DLP, Plasma, or OLED up to and no more than one (1) year and one calendar day from the original installation date; (x) to provide reconditioned or used parts; (xi) to make any replacements, renewals, repairs or provide any service necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, rust, weather, epidemic, pandemic, quarantine, earthquake or other act of nature or God, vandalism, misuse, abuse, mischief, or repairs by others. Otis will not be required to makes renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), or excessive humidity."

OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS is removed and replaced with the following:

"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 the extent allowed by law and otherwise in accordance with this Contract, you agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not knowingly 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 reasonable 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,

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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 assumptions 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 Otise service diagnostic and predictive analytical tools shall be and remain the property of Otis. You agree to keep the Service Software in confident 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, to be used by Otis only in the provision of service under this Agreement."

MAINLINE DISCONNECTS is removed and replaced with the following:

"You agree to engage a qualified electrician to service the elevator mainline disconnects located in the elevator equipment room."

ENVIRONMENTAL PROTECTION is removed and replaced with the following:

"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 Sheets (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, except to the extent that the need for removal or remediation of the waste or hazardous materials is caused by Otis.

WIRING DIAGRAMS is removed and replaced with the following:

"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, and any changes made thereto by Otis will remain your property."

APPLICABLE CODE AND VIOLATIONS is removed and replaced with the following:

"Notwithstanding any other provision to the contrary (including without limitation provisions regarding order of precedence) whether in this document or any other contract

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document, Otis' work shall be performed in accordance with applicable law, code, or regulation.

You assume responsibility for the cost of correcting all Elevator Code violations existing as of the Commencement Date, You assume responsibility for the cost of correcting all Elevator Code violation throughout the duration of the Contract, unless the violation is caused by Otis. If such Elevator Code violation or other outstanding safety violations are not corrected in accordance with this Contract, to the extent the violation is not caused by Otis, 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. During the thirty (30) day written notice period, you shall have the opportunity to cure the outstanding violation. If a cure is made, the equipment may not be canceled or removed from this Contract."

THIRD PARTY INTERFACE is removed and replaced with the following:

"Should you require us to interface with a third party, Otis will add an appropriate and reasonable fee to cover the additional cost associated with this service, subject to your prior approval."

ENTRAPMENT is removed and replaced with the following:

"In the event of an entrapment, you will call Otis and wait for a trained and licensed elevator mechanic to arrive. If the elevator mechanic does not arrive within thirty (30) minutes of the call, an Otis representative indicates they will not be able to arrive to the Unit within thirty (30) minutes of the call, or if you are unable to connect with an Otis representative, you may proceed with any alternative method of extrication that you deem appropriate, including requesting the assistance of any other licensed elevator mechanic to arrive. In the event of a medical emergency situation, you may summon any appropriate professional, including but not limited to a first responder such as police or firemen to respond to the entrapment without first contacting Otis. Any entrapment responded to by Otis shall be treated as a chargeable service request unless otherwise deemed covered under this Contract by Otis."

ALTERATIONS is removed and replaced with the following:

"You will not allow others to make alterations, additions, adjustments, or repairs to the units without providing a record of the alterations, additions, adjustments, or repairs to Otis."

MATERIAL BREACH BY CUSTOMER is removed and replaced with the following:

"Failure to pay any undisputed 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 undisputed 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. 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 of 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 for which Otis is not responsible; (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 may, by written notice to you, terminate the Contract if you do not cure such material breach within ninety (90) days after receipt of such written notice from us specifying in detail such material breach. In the event of a material uncured breach hereunder, Otis' remedy will be limited to terminating the Contract."

TERMINATION FOR CUSTOMER'S BREACH is intentionally deleted.

TRANSFER OF INTEREST IN PROPERTY is intentionally deleted.

INDEMNITY is removed and replaced with the following:

"Otis shall indemnify you for damages related to accidents and injuries to persons or property only when adjudged to have been and to the extent caused by Otis' negligence or willful misconduct."

CONFIDENTIALITY is removed and replaced with the following:

"Waller County is bound by Texas Government Code Chapter 552, the Public Information Act (PIA), and other laws concerning government records. Otis shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Contract. The County will make good faith efforts to promptly notify Otis if any such information is requested in a public information request, subpoena, or other method so Otis may argue against the release of such information. Otis recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Otis further agrees that the County may furnish information acquired through or pursuant to this Contract and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Otis in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General."

ENTIRE CONTRACT is removed and replaced with the following:

"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

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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 by either you or us 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 sanction laws, that are applicable to you or us or otherwise apply to your or our operations."

LIMIT OF APPROPRIATIONS is added with the following:

"Funds for payment of this Agreement have been provided through the County budget approved by Commissioners Court for this fiscal year only. The State of Texas law prohibits the obligation and expenditure of public funds beyond the current fiscal year. The fiscal year for the County extends from January 1 of each calendar year until December 31 of the same calendar year. It is the expectation of the County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary in this Contract, if at any time during the term of this Contract the Commissioners Court of the County fails to provide funding for this Contract during the County's following fiscal year, does not adopt a budget for expenditures, or is only able to partially fund the expenditures required by this Contract, the County may, upon giving Contractor written notice of such failure, terminate this Contract, or a part hereof without any further liability to Contractor. Neither County, its elected officials, employees, agents, insurers, attorneys, nor any other individual acting on behalf of County may make any representation or warranty as to whether any appropriation will, from time to time, be made by the Waller County Commissioners Court. The failure of County to appropriate sufficient funds will not cause the County to be in default under this Agreement, and Otis' sole and exclusive remedy shall be to terminate this Agreement. The County shall pay Otis for any services already rendered under this Contract prior to the effective date of the termination."

RECORDS AND AUDITS is added with the following:

"The County and the Waller County Auditor shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Otis involving transactions relating to this Agreement. The County shall give Otis reasonable advance notice of intended inspections or audits. Otis shall maintain records necessary for the County or the County Auditor to complete an audit, and to comply in all respects with any request by the County or the County Auditor for records and documents for the purpose of performing an audit."

SITE INSPECTION AND COORDINATION is added with the following:

"Otis represents that it is thoroughly acquainted with all matters relating to the performance of this Contract. All services under this Contract shall be coordinated under, and performed to the satisfaction of the County."

NO EXCLUSION is added with the following:

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"This Contract does not create an exclusive right for Otis to provide the services contemplated by this Contract."

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION is added with the following:

"Pursuant to Texas Government Code 2252.152, Otis hereby verifies that neither it, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit is identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Texas Government Code Sections 806.051, 807.051, or 2252.153."

NO ISRAEL BOYCOTT is added with the following:

"Pursuant to Texas Government Code 2271.002, Otis hereby verifies that neither it, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, if employing ten (10) or ore full-time employees and this Contract has a value of $100,000 or more, Otis does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in Texas Government Code Section 808.001."

NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES is added with the following:

"Pursuant to Texas Government Code 2274.002, Otis hereby verifies that neither it, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, if employing ten (10) or ore full-time employees and this Contract has a value of $100,000 or more, Otis does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contract not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in Texas Government Code Section 2274.001(3). "Firearm entity" and "firearm trade association" have the meanings provided in Texas Government Code Sections 2274.001(6) and (7)."

NO ENERGY COMPANY BOYCOTT is added with the following:

"Pursuant to Texas Government Code 2276.002, Otis hereby verifies that neither it, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, if employing ten (10) or ore full-time employees and this Contract has a value of $100,000 or more, Otis does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in Texas Government Code Section 809.001."

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NO WAIVER OF IMMUNITIES is added with the following:

"This Contract is expressly made subject to the County's governmental immunity. Nothing in this Contract shall be construed as a waiver of any immunities, privileges, or legal protections held by the County."

JURISDICTION AND VENUE is added with the following:

"This Contract is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Waller County, Texas. This Contract is made and is to be performed in Waller County, Texas.

[SIGNATURE PAGE FOLLOWS]

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WALLER COUNTY, TEXAS

Carbett "Trey" Duhon, III
County Judge

Date

OTIS ELEVATOR COMPANY

DocuSigned by:
Meagan Milford
8AB2C3E7FE904E8...

Meagan Milford
Director & GM, Houston

23-Sep-2026

Date

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Otis Signature Service

Signature Contract

ACCOUNT NAME & ADDRESS	Waller County 836 Austin Street Hemstead, TX 77445
CUSTOMER NAME & CONTACT INFO	Danny Rothe d.rothe@wallercounty.us

CONTRACT SUMMARY

MAINTENANCE	Overview of your preventative maintenance plan and which parts are included
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 : $1,848.00 per month, payable monthly in advance** **Duration : three (3) year(s)**
DELIVERING THE PROMISE	*We look forward to delighting you with world class service.*

Otis Elevator Company
M:

For emergencies:
OTISLINE® Customer Care 800.233.6847

1289 North Post Oak Suite 100
Houston, TX 77040
otis.com

OTIS

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Otis Signature Service

Otis Maintenance

9/22/2026

CUSTOMER NAME
Waller County
836 Austin Street
Hemstead, TX 77445

OTIS ELEVATOR COMPANY
1289 North Post Oak Suite 100
Houston, TX 77040

PROJECT LOCATION
Waller County Sheriff's Office
100 Sheriff R Glenn Smith Dr
Hemstead, TX 77445

Waller County Courthouse -
836 AUSTIN ST
HEMPSTEAD, TX 77445-4667

PROPOSAL NUMBER
QTE-002552322

OTIS MAINTENANCE

Otis Elevator Company or "we" agree to furnish Otis Maintenance 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	Thyssen	Only Elv	UNIT-001285498
3	Gearless Belted MR	OTIS	Elv 2, ELV 3, ELV 1	U1FE11, U1FE12, U1FE10

CONTRACT PRICE

The contract gross price is one thousand eight hundred forty-eight dollars ($1,848.00) per month, payable monthly in advance.

The contract price is broken out at the unit level as illustrated in the table below:

Unit Number	Customer Designation	Product Type	Monthly Price
UNIT-001285498	Only Elv	Hydraulic	$207.00
UNIT-001227256	Elv 2	Gearless Belted MR	$547.00
UNIT-001227257	ELV 3	Gearless Belted MR	$547.00

Otis Signature Service

UNIT-001227255	ELV 1	Gearless Belted MR	$547.00

If you select a different payment frequency, please initial next to the discount to be applied to your contract price.

Billing Frequency	Discount	Initial to Accept
Quarterly	-1%	
Semi-annually	-3%	
Annually	-4%	

OTIS MAINTENANCE

TERM & RENEWAL

The Commencement Date will be 10/1/2026. The initial term of this Contract will be for three (3) year(s) beginning on the Commencement Date.

This Contract will automatically renew for successive one (1) year terms unless terminated by either party by giving written notice to the other party at least 0 days, but no more than 120 days prior to the end of the then-current term.

PAYMENT

Payments will be due and payable on or before the first day of each month 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.

INVOICE DELIVERY

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 invoice delivery email address(es). If you wish to receive your invoices via Mail, an additional fee of $5.00 per month will be added to your monthly contract price.

Alternate Invoice Delivery Method	Additional Cost	Initial to Accept
Mail	$5.00	

AUTOPAY

Visit https://otis.payinvoicedirect.com to register for autopay to automatically debit your bank account for your invoice payments.

PRICE ADJUSTMENT

The Contract Price is subject to increase in response to increases to operational, administrative, labor, and other industry related economic factors. For instance, you agree that the Contract Price may be increased to account for labor rate plus fringe benefit increases under the International Union of Elevator Contractors as well as other economic factors beyond Otis' reasonable control including increases to commodity, fuel, tariff, shipping or transportation, waste disposal, environmental requirements, cost of other 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. The annual percentage increase of the Contract will not exceed 3.5%.

OTIS MAINTENANCE MANAGEMENT SYSTEM™ (OMMS™)

We will use the Otis Maintenance Management System (OMMS™) preventative maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS™ scheduling system, which will be used to plan maintenance activities in advance.

MAINTENANCE

Otis will maintain the Units using trained personnel directly employed and supervised by us, or through the use of remote monitoring or other technology in Otis' sole discretion. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

In addition, we will replace wire ropes or coated steel belts as often as in our discretion deemed necessary to maintain an appropriate factor of safety. As conditions, usage, or the ASME A17.1 Code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring. No service other than that specifically stated as covered is included or intended.

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PARTS COVERAGE

Unless excluded elsewhere in the Contract if necessary, due to normal usage and wear, Otis will repair or replace the parts specified above at its sole discretion. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

PARTS INVENTORY

Otis will, during the term of this Contract, use commercially reasonable efforts to maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any such parts or items shall remain our property until installed in the Units.

QUALITY CONTROL

Otis will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and ASME A17.1 Code ("Code" or "Elevator Code") consultation to support our maintenance organization.

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 use the OMMS™ program to record completion of maintenance procedures. We will, at your request, provide you access to the Customer Portal, our proprietary customer interface that permits you to access electronic records of repair, completed maintenance 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

We will conduct safety tests only if required by the applicable Elevator Code in effect on the Commencement Date of the initial term. Tests that are subsequently required by the applicable Elevator Code or authority having jurisdiction are not covered under this Contract, but may be performed for an additional charge which shall be presented at the time of request to perform any such additional test. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, over-speed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed. As required by Code, we will measure the coated steel belts for safety using a method approved by the manufacturer.

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.

TRAVEL TIME AND EXPENSE

In the event there is a service call that is deemed billable by us as being out of the maintenance scope, you agree to pay us travel time and expenses at our regular or overtime billing rates as applicable from the time of dispatch to the building under contract and return.

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a service request is a response by Otis to a request for service for assistance made (a) by the customer or customer representative; (b) by the building or building representative ; (c) by emergency personnel ; (d) through the ADA phone line ; and/or (e) through REM™ monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

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.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

Otis will follow terms awarded under the Omnia Partners Cooperative Agreement. Award # 2019.001563.

CUSTOMER BILLING RATES:

Labor Type	Regular Time Rate	Premium Time Rate	Overtime Rate
Mechanic	284.94	484.40	569.88

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Team – Mech + Helper	569.88	968.80	1139.76

The billing rates in the chart will be increased on January first each year not to exceed 5%. The above billing rates are applicable specifically for callback service requests and repair work billed on a time and material basis. Product upgrades outside of this are not eligible for these rates.

EXCLUSIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Further, we will not be responsible for, required, or liable: (i) to perform any tests other than those required by applicable Elevator Code in effect on the Commencement Date of the initial term; (ii) to make any replacements with parts of a different design or type or where the original item has been replaced by an item of a different design; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, upgrade or modernize Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including but not limited to parts for which the original design is no longer manufactured or available for sale by the original equipment manufacturers or that is replaceable only by fabrication or purchase from a different after-market distributor or manufacture; (vii) to continue supporting, patching, or upgrading software and any associated hardware where the original supplier of such software and any associated hardware no longer sells the software as new and/or, terminates support, patches or upgrades of and/or access to such software, there is an inability to expand or renew licensing agreements, more technologically advanced hardware is available, and/or other changes/upgrades to the overall system render obsolete the functionality of the original software or do not allow the software to execute correctly on the hardware; (viii) to replace or repair any non-internet of things equipment more than fifteen (15) years and one calendar day from the original installation date; (ix) to repair or replace any internet of things hardware product or component capable of being connected to the internet or having an IP address more than ten (10) years and one calendar day from the original installation date, and specific to any touch screen, touch pad, tactile pad including without limitation LCD, LED, CRT, TFT, DLP, Plasma, or OLED up to and no more than one (1) year and one calendar day from the original installation date; (x) to provide reconditioned or used parts; (xi) to make any replacements, renewals, repairs or provide any service necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, rust, weather, epidemic, pandemic, quarantine, earthquake or other act of nature or God, vandalism, misuse, abuse, mischief, or repairs by others. Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), or excessive humidity.

UPGRADES

The options and features associated with the service for your unit are priced based upon options and features selected by you and available on your contract start date. Additional features and options released after your contract start date may not be available to you or may be made available to you only at additional cost. These features are designed to operate in the current technological environment.

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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.

QUALITY AUDITS

Otis may periodically conduct audits not only to assess the functionality of your equipment, but also to assess more broadly Otis product and service offerings, to understand usage, performance, or to simply evaluate the products and determine next generation. Otis shall own this information. This audit activity may be done on-site by Otis personnel or remotely through Otis Service equipment installed on your unit depending upon the audit purpose.

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.

APPLICABLE CODE AND VIOLATIONS

Notwithstanding any other provision to the contrary (including without limitation provisions regarding order of precedence) whether in this document or any other contract document, Otis' work shall be performed in accordance with the applicable law, code, or regulation in effect on the date that Otis submitted to

you it's initial proposal and not any subsequently changed, amended, altered, or implemented law, code, or regulation.

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.

TELEPHONE

Otis shall not be liable for any claim, injury, delay, death or loss or property, or damage resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to OTISLINE™ where there is no verbal response to the OTISLINE™ operator. It is your responsibility to maintain the telephone equipment and have a representative available to receive and respond to OTISLINE™ calls.

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.

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TERMINATION FOR BREACH BY US

You may by written notice to Otis, terminate the Contract if Otis materially fails to perform any of our substantive obligations under the Contract, and does not cure such failure within ninety (90) days after receipt of such written notice from you specifying in detail such failure. In the event of a material uncured breach of our obligations hereunder, your remedy will be limited to the amount of payments actually made in accordance with this Contract during the twelve (12) months prior to such breach.

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, liquidated, 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.

INSURANCE

Otis agrees to maintain the following insurance throughout the term of the Contract: General Liability coverage in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate; Automobile Liability in the amount of $1,000,000 Combined Single Limit for Bodily Injury and Property Damage; Worker's Compensation in accordance with applicable statutory requirements, and Employer's Liability for: (i) bodily injury by each accident, up to the $1,000,000 applicable annual limit per insured, (ii) bodily injury by disease, each employee up to the $1,000,000 applicable annual limit per insured. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance

upon the full value of the Work and material delivered to the job site is maintained at no cost to us. Otis does not participate in SDI programs.

Customer must provide Otis at least 30 days advance notice of certificate holder changes required. Your failure to provide this required notice does not release your obligations to make timely payment under this agreement in accordance with the payment terms.

CERTIFICATES

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

THIRD PARTIES

We are not obligated to comply or contract with any 3rd party vendors or execute vendor forms not in alignment with our contract terms. While we are not obligated, to the extent that we agree to work with the third party vendor, it will be for administrative purposes only and any costs associated will be passed through to customer. In the event of a conflict between the terms and conditions of this agreement and vendor agreement, this document will prevail.

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.

OUT OF SCOPE SERVICES

To the extent that work order or purchase order numbers are required for work not included in the scope of this agreement, you agree to provide the required information at the time of service request. Failure to provide all required valid information at the time of the service request does not release your obligations to make payment for completed out of scope services in accordance with the payment terms of this agreement.

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.

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Otis Signature Service

SUBMITTED BY: Chad Conley
TITLE: Specialist, Business Development
E-MAIL: Chad.Conley@otis.com

Accepted in Duplicate

Waller County	Otis Elevator Company
Date: _____	Date: 23-Sep-2026
Signed: _____	Signed: DocuSigned by: Meagan Milford 8AB2C3E7FE904E8...
Print Name: _____	Print Name: Meagan Milford
Title: _____	Title: Director & GM, Houston
Email: _____	Email: Meagan.Milford@otis.com

OTIS MAINTENANCE

Company Name: Waller County

☐ Principal, Owner or Authorized Representative of Principal or Owner

☐ Agent _____

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Signature Service

OTIS MAINTENANCE

BILL TO INFORMATION	ACCOUNTS PAYABLE CONTACT
Company Name:	Name:
Address:	Phone Number:
Address 2:	Email:
City:	Email Address for Invoice Delivery:
State:	Email Address for Statement Delivery (if different from above):
Zip Code:	

TAX STATUS

Are you tax exempt? (Check one)

Yes	No

If yes, please provide tax exempt certificate

PURCHASE ORDER & WORK ORDER REQUIREMENTS

Contractual Services

Do you require a Purchase Order to be listed on your invoices for this service agreement (Check one)?

Yes	No

If yes to above, please provide contact for PO renewal:

Name: _____

Phone: _____

Email Address: _____

Purchase Order Expiration Date: _____

Purchase Order Number: _____

	Monthly	Quarterly	Annual
Purchase Order Renewal Frequency (Check one)			

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NON-CONTRACTUAL SERVICES

	Yes	No
Do you require a Purchase Order to be listed on your invoices for work NOT included in this service agreement (Check one)? (If a purchase order is required for service calls to be billed, service calls will not be dispatched without a PO except in the event of an entrapment)		

	PO#	Value
If providing a blanket PO, please provide PO# and value:		

WORK ORDER MANAGEMENT

	Yes	No
Do you require enrollment in a workorder management system?		

Please provide system name: _____

CERTIFICATE OF INSURANCE

	Yes	No
Do you require a certificate of insurance?		

If yes to above, please provide the below for your certificate of insurance:

Certificate Holder Name: _____

Certificate Holder Address: _____

Email address for delivery of certificate:

(If not provided, the certificate will be sent out via standard mail to the certificate holder address) _____

	Yes	No
Do you require upload of your certificate to a third party site?		

If yes, please provide site name: _____