



DATE: 5/24/2023

TO:

FROM:

CUSTOMER NAME

Juneau International Airport
1873 Shell Simmons Dr
Juneau, AK 99801

OTIS ELEVATOR COMPANY

130 SEWARD ST STE 206
JUNEAU, AK 99801

EQUIPMENT LOCATION

JUNEAU INTERNATIONAL AIRPORT
1873 SHELL SIMMONS DR
JUNEAU, AK 99801

Joy Sparrow
(907) 223-2795
JoyM.Sparrow@otis.com

CONTRACT NAME: SSJ05453

QUOTE NUMBER: QTE-001663253

CONTRACT START DATE: 6/1/2012

We propose the following modification to the Contract referred to above, to take effect as of: 6/1/2023. The below unit(s) will be added to the maintenance contract and the net billing will increase by \$989.00 per month payable monthly in advance.

EQUIPMENT DESCRIPTION

No Of Units	Type Of Unit	Manufacturer	Customer Designation	Machine Number
2	Hydraulic	OTIS	ELV 2 789 3825, ELV 1 789 3895	U1F956, U1F955
1	Escalator Commercial	OTIS	UP ESC	U1F957

This proposal, when accepted by you below and approved by our authorized representative, will become binding as an addendum and modification to the Contract. All other terms, conditions and obligations in the Contract referred to are to remain in full force and effect. This quotation is valid for ninety (90) days from the proposal date.

If this change results in the price adjustment date and billing frequency not aligning, the price adjustment date will be changed to ensure continued alignment with the billing frequency not earlier than the current price adjustment date.

To set up automatic payments, please visit <https://otis.payinvoicedirect.com>.

OTIS ADDENDUM

SUBMITTED BY: Joy Sparrow
TITLE: Sr Account Manager Generalist
E-MAIL: JoyM.Sparrow@otis.com

Accepted in Duplicate

Juneau International Airport

Otis Elevator Company

Date: 5/25/23

Date: 5/20/2023

Signed:

Signed:

john coleman

Michael V. Liebing

Print Name: John Coleman

Print Name: Mike Liebing

Title: Airport Business Manager

Title: General Manager, Alaska

Email: airportbusinessmanager@jnuairport.com

Email: mike.liebing@otis.com

Company Name: Juneau International Airport

Principal, Owner or Authorized Representative of Principal or Owner

Agent _____
(Name of Principal or Owner)

OTIS ADDENDUM

BILL TO INFORMATION

Company Name: Juneau International Airport
 Address: 1873 SHELLSIMMONS DR
 Address 2: _____
 City: JUNEAU
 State: _____
 Zip Code: 998017001

ACCOUNTS PAYABLE CONTACT

Name: _____
 Phone Number: _____
 Fax Number: _____
 E-mail: _____

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:

PO Number: _____
 Name: _____
 Phone: _____
 E-Mail: _____

Otis ONE™ Solution

CUSTOMER NAME

Juneau International Airport

CUSTOMER ADDRESS1873 Shell Simmons Dr
Juneau, AK 99801**BUILDING NAME**JUNEAU INT'L AIRPORT
1873 SHELL SIMMONS DR
JUNEAU, AK 99801**Quote Number**

QTE-001663253

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 Juneau International Airport ("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 – \$15 / month /unit

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 – \$50 / month /unit

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

Otis ONE™ Pro – \$70 / month /unit

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 for the hearing and speech impaired.

eView™ is an infotainment service exclusive to Otis ONE™ Pro that enhances the passenger experience by providing news, weather, and sports content on the screen inside the elevator.

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.

Quote Number	Machine Number	Customer Designation	Otis ONE™ Package
QTE-001663253	U1F956	ELV 2 789 3825	Prime
QTE-001663253	U1F957	UP ESC	Prime
QTE-001663253	U1F955	ELV 1 789 3895	Prime

1.4 LOCATION OF THE EQUIPMENT

Address:
 JUNEAU INT'L AIRPORT, 1873 SHELL SIMMONS DR JUNEAU, AK 99801

SECTION 2 – TERM, RENEWAL AND RIDER PRICE

2.1 TERM & RENEWAL

The Commencement Date of this RIDER shall be 6/1/2023 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 is \$1,500.00 for the Otis ONE™ packages selected in Section 1.1 This fee includes an emergency personnel station if required by code and includes an authorized personnel station if selected in Section 1.2.

The subscription fee is \$45 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

Juneau International Airport	Otis Elevator Company
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Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Mike Liebing

Title: _____

Title: General Manager, Alaska

Email: _____

Email: mike.liebing@otis.com

Company Name: Juneau International Airport

Principal, Owner or Authorized Representative of Principal or Owner

Agent _____
(Name of Principal or Owner)