Schindler India Pvt. Ltd

6. Ambedkar Road Ghaziabad 201001

Ghaziabad Telephone



Kind Attention:

Integral Education Society Kumar Kanchan A-32A, Sector-62 Noida 201301

From:

Karam Veer Telephone: .6197900 Mobile: +918588866142 Fax.: +91120-6197950 www.india.schindler.com

13-April-2022

Dear Sir/Madam,

The Schindler units installed at the above project, have now been in service for the past year. We do hope they have provided the intended usage and comfort to the users.

Kindly note the free maintenance/paid maintenance period is due to expire as per date mentioned in the agreement, and in this connection please find enclosed our maintenance contract proposal.

We would request your appointment to discuss and finalize the contract at the earliest. Upon your approval, you shall be required to return one copy of the contract duly stamped and signed along with the payments, to enable us to continue our services for the further period.

Meanwhile, Schindler has come up with a strong survey tool to better understand how you perceive our service performance as a basis for our continuous improvement efforts,

An external agency through their expert team conducts these surveys on our behalf. We would highly appreciate your time to respond to a few questions related to the service rendered on Schindler unit installed at your premises.

We wish to thank you for patronizing Schindler and giving us the opportunity to serve you

Thanking you and assuring of our best attention and services at all times.

Yours sincerely,

Schindler India Pvt. Ltd.

Karam Veer

Mobile +918588866142

Signature:

Schindler India Private Limited 5. Ambedkar Road,

Ghaziabad 201001

Customer

Fax:

www.inda.schindler.com



Schindler

Regd. Office: Schindler India Pvt. Ltd. Schindler House, Main Street, Hiranandani Gardens, Powal Mumbai - 400076

Tel: +91 22 61314444 / 67031000 Fax:+91 22 67030145 / 55

Email: schindlerindia.in@schindler.com

www.india.schindler.com

CIN: U29150MH1997PTC112690







Schindler Excellence®

Diamond

All-in Maintenance Contract Elevators

24-hour Schindler India Customer care Call centre number 1800-209-5438 / 1800-22-5438 / 1800-22-5538

Included Services:

Maintenance Services - Annex 1

· All-in maintenance

Supplementary Services - Annex 2

- · Ahead Digital Connectivity
- · Ahead RemoteMonitoring
- · Ahead ActionBoard®

Signature:

Schindler Excellence®

Customer

Contract number 0135956838



Schindler

Page 1 of 16

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Contract Number

0135956838

Between

Integral Education Society

A-32A, Sector-62

Noida 201301

Hereinafter "the Customer"

and

Location

Schindler India Private Limited

6, Ambedkar Road, Ghaziabad 201001 Hereinafter "SCHINDLER"

Jaipuria Institute of Management

A - 32A, Sector - 62, 201301 Noida.

Installation Number

11104759

Handover Date

25-7-2018

The following Contractual subject have been negotiated and agreed with the Customer.

Contractual Scope

Schindler undertakes to perform the services and provide the products as described in this Contract and in accordance with the description of "Scope of the Contract" as well as the enclosed General Terms and Conditions, which documents, together with any additional documents referenced therein, form part of and constitute the "Contract".

Signature:

Schindler Excellence®

Contract number 0135956838

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Remuneration

Annual Remuneration Towards Maintenance		59192
One time activation towards Ahead Digital		0 20000
Annual Remuneration Towards Ahead Digital Service		20000
Total Annual Renumeration		79192
Plus Applicable Taxes Required by law		
CGST Central GST	9.00%	7127
SGST State GST	9.00%	7127
INR Grand Total		93447

Gross Price in words: NINETY THREE THOUSAND FOUR HUNDRED FORTY SEVEN RUPEE ONLY

Payment Terms Price basis

Offer Date
Price adjustment:

Yearly in advance (annual)

April-2022 13.04.2022

The price is adjusted according to the enclosed Terms and Conditions

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Duration of the Contract

The contract starts with effect from 01.04.2022 and will terminate on 31.03.2027.

Year	AMC Value	Ahead Value	Total	Final Amount Including taxes
1st (2022-2023)	59162	20000	79192	93447
2nd (2023-2024)	59162	20000	79192	93447
3rd (2024-2025)	59162	20000	79192	93447
4th (2025-2026)	59162	20000	79192	93447
5th (2026-2027)	59162	20000	79192	93447

Early Termination Clause: "Except as expressly provided otherwise herein, the Contract binds the parties for the agreed duration period. In case of material breach of Contract (e.g. non-payment of fees, persistent non-performance of services) by a party, the other party may terminate this Contract. If the Customer terminates this Contract before the expiry date and without material breach of Contract by Schindler, the Customer shall pay to Schindler an indemnification of Rs 32000 towards the total cost of software & hardware installed on their equipment in their campus free of cost"

The customer acknowledges having received and understood the General Terms and Conditions attached to this contract

Taxes & Duties

The contract value is inclusive of all applicable, present indirect taxes. Timely documentation will be essence of the tax clause. Any variation in the present taxation structure or introduction of additional taxes by the State / Central (including but not limited to CGST,SGST,IGST,UTGST, Cess etc.) / local Authorities will be charged to you.

Billing & Issuance of Credit Note

The Invoices will be issued from the location of supplying goods or provision of service (State where site located). Invoices will be issued as per the term of payment. The credit note will be issued in case of an adjustment in invoice value. The necessary adjustment in its Input Tax Credit, within the month in which the discrepancy is communicated. If the same is not rectified by you which results in additional liability (tax and interest) will be charged.

Claims and Liability on input Tax Credit

Providing correct registration number is on you and we will not be responsible for verification of GSTIN provided to us, if you fails to furnish GST registration number, then we considered as unregistered and returns filled accordingly. We will not liable any loss of credit arising on account of providing incomplete, erroneous or wrong details to us and same captured on the invoice and/or upload made to GSTN.

Schindler Pay - The Digital Way

Schindler Excellence®

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Signature:

ustomer Contract number 0135956838

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The Customer will make available to SCHINDLER, free of charge, any and all facilities and services including tested and certified scaffolding and lifting points which SCHINDLER reasonably requires in the performance of the Services

Date:	<u> </u>		
Name 1:		Karam Veer	
Name 2			
Name 3			

Signature:

Schindler Excellence®





Schindle

Page 5 of 16

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Email: schindlerindia.in@schindler.com

www.india.schindler.com CIN: U29150MH1997PTC112690



Email ID 1			
Email ID 2			A,
Email ID 3			
Mobile No 1:			
Mobile No 2:			
Mobile No 3:		48.47	
	Customer	Sch	indler

Signature:

Schindler Excellence®

Regd. Office: Schindler India Pvt. Ltd., Schindler House, Main Street, Hiranandani Gardens, Powai Mumbai - 400076 Dr. V.K. Tornay

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Contract number 0135956838



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Summary

Product Line SCHINDLER 5300

Installation Number: 11104759

Location Jaipuria Institute of Management

A - 32A, Sector - 62,, 201301 Noida.

Net Value for Maintenance 59192 Net Value for Ahead Services 20000

Net Value for Maintenance 59192 Net Value for Ahead Service 20000

Total Value 79192

Signature:

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Services Included in the All-in Maintenance Contract (Annex 1)

1. Schindler ALL-IN Maintenance

SCHINDLER undertakes to regularly check, inspect, and preventatively maintain the installation(s) and to perform the repair work described herein.

a. Inspection and Preventative Maintenance

While observing IS14665, 14671, 15785:2007 & relevant applicable state rules SCHINDLER performs on the elevator installation(s) regular inspection and preventive maintenance. This comprises:

- functional checking and adjustment of the drive unit, means of suspension, gearbox, brakes, traction sheave and drum, ropes, deflector sheave, hoistway doors, and guiderails of the elevator installation(s);
- greasing the aforementioned subassemblies to the extent appropriate for the use made of the elevator installation(s);
- checking and adjustment of the travel properties of the elevator installation(s), especially of their stopping accuracy;
- visual and functional check of the switching, control, monitoring, and other safety equipment, and of the display and lighting equipment;
- checking of the elevator installation(s) for functioning and damage;
- checking the oil level of the drive unit;
- to the extent required to preserve their functioning, cleaning the aforementioned subassemblies of the elevator installation(s) of dirt originating within the installation;
- cleaning the machine room, car roof, and dry hoistway pit of dirt originating within the installation. Lubricating of guide rails and wire ropes will be carried out by Housekeeping team.

b. Operational Failures

SCHINDLER corrects operational failures which are detected during regular inspections and preventative maintenance or which occur between them and are reported to SCHINDLER call centre by the Customer.

SCHINDLER will respond to operational failures from **Monday to Saturday 9am to 9pm** at no additional charge. If the operational failures are caused by abuse or misuse then the CUSTOMER will be charged according to the actual outlay including incurred costs.

c. Repairs

SCHINDLER repairs or replaces following parts which have become unusable through wear in order to ensure the safety in accordance with the legal regulations for elevators.

VF drive unit, Automatic rescue device (if applicable), car and landing door shoe liners, contacts, switches, door
operator motor, drive belts, coupler unit, door safety sensors, emergency alarm unit, door drive unit, car and
landing call registration buttons and all electronic PCBs

SCHINDLER periodically examines, lubricates, adjusts and as needed repairs or replaces the covered components listed above. Also faulty emergency lamps in the car will be replaced during regular inspection and preventive maintenance of the elevator installations.

At regular intervals SCHINDLER changes the oil in the drive unit(s) of the elevator installation(s) according to the manufacturer's instructions and properly disposes of the old oil.

d. Availability of spares and Obsolescence

Schindler holds spare parts with the following availability periods:

- Schindler original spare parts for a period of fifteen (15) years; and

 Other spare parts for a period of fifteen (15) years or as long as available from the manufacturer, whichever period is the shorter.

The availability period starts on the date of the first installation of the complete Schindler i

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Contract number 0135956838

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CIN . U29150MH1997PTC112690



On expiry of the availability periods such spare part is deemed obsolete and Schindler proposes its replacement or modernization at the customer's expense.

Schindler original spare parts are defined as spare parts for which Schindler is the sole supplier.

Schindler ensures proper disposal of disassembled spare parts and components as well as changed oil and lubricants at the customer's expense.

e. Support of notified body

All statutory permissions for running of the lift from concerned authorities shall be obtained by the Customer. As per statutory requirements, Schindler shall send a service technician for such periodic check by notified bodies provided a written request is sent to Schindler's authorised person by customer at least 3 days prior to such inspection.

Any fees, charges, pertinent to license inspectorates and incidental charges for getting Lift certificate renewed will be solely borne by the customer.

f. Additional Services

The Customer reimburses SCHINDLER for maintenance work being outside the scope of Services separately.

2. Additional Services

a. Response Time

SCHINDLER starts to correct the reported failure on the elevator installation within 4 hour/s since notification by the Customer to the 24-hour call center. 1800-209-5438 / 1800-22-5438 / 1800-22-5538.

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Signature:

Customer Contract number 0135956838



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Scope of Supplementary Services (Annex 2)

1. Ahead Connectivity

Schindler's Ahead Connectivity manages the entire digital voice and data communication along with the administrative transactions with a telecommunications provider.

Digital Services:

Wireless connectivity for voice and data transmission

Periodic inspections and functionality checks of the connectivity system

Remote battery power check

Over-the-air updates of the operating system and additional software

Hardware:

Provision of the connectivity hardware, including a SIM card

Provision of a power back-up device

Once the customer opts for Schindler's digital connectivity service, they do not require a separate telecommunication contract.

Signature:

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2.Ahead Remote Monitoring

Ahead RemoteMonitoring by Schindler observes the installation's performance around-the-clock, for timely detection of issues or errors, thus allowing for prompt response or pro-active interventions. The remote monitoring system performs the following key tasks:

Digital Services:

Collect, monitor and analyse technical data Initiate intervention in case of breakdowns; subject to services covered in the maintenance contract

Provision of information via the Ahead ActionBoard, if available

Adhere to strict data and cyber security standard to protect the collected data

Hardware:

Provision of a sensor-kit if necessary to acquire technical data

Schindler continually monitors all the key functions, which are imperative to the lasting secu-rity and longevity of the system. If the diagnosis identifies issues which warrant immediate intervention, Schindler proactively undertakes the necessary measures in a timely manner to ensure that they are appropriatly dealt with and equipment is back to service at the earliest possible.

Subject to capability of adaptive maintenance technology to product line under this contract, customer explicitly agrees to authorise Schindler to remotely reset / access the equipment for providing service and addressing breakdowns which are capable of being corrected remotely

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3. Ahead ActionBoard®

As part of Schindler's digital offering, customers are provided with Ahead ActionBoard®. This web-based platform allows simplified access to all commercial, operation and equipment data along with select statistical information. In addition, with ActionBoard® the customer can compile and download reports, and request on-demand services. Installations with Ahead RemoteMonitoring can receive real-time data.

Digital Services:

Set-up of the Ahead ActionBoard®

Provision of equipment related technical data of the customer's portfolio

Personal or remote training of one key user

Application:

Ahead ActionBoard®, an active communication platform for personalized information

Ahead ActionBoard® comes with a simple, easy-to-use interface that displays and allows to compile useful information regarding the equipment's performance and according to personal settings. By providing historical and actual data, the tool assists in the maintenance and investment planning of the equipment.

Ahead ActionBoard® Mobile

Schindler's Ahead ActionBoard® is also available as a mobile application. The mobile version provides essential data on operation and performance, along with and regular status updates. For installations with remote monitoring, realtime data is also available.

Digital Services:

Set-up of the Ahead ActionBoard® Mobile

Provision of equipment related technical data of the customer's portfolio

Application:

Ahead ActionBoard® Mobile, The smartphone version of the active communication platform for personalized information

Ahead ActionBoard® Mobile provides customers with an added ease of information on the go. Customer will stay on top-of-things as they receive push notifications to their mobile phone.

Signature:

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Contract number 0135956838

Hiranandani Gardens, Powai Mumbai - 400076

Schindler India Pvt. Ltd.

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Regd. Office:

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General Terms and Conditions for Maintenance and Schindler Ahead Products (Annex 3)

Contract Components

These General Terms and Conditions (Annex 2) apply to the provision escalators and moving walks (each an "Installation"), and (ii) Digital (together "Schindler Ahead Products"), under the Contract.

Provisions in this section 'A. General Terms' apply to any of this Agreement. Schindler Installation Maintenance to Installation maintenance and Schindler is entitled to suspend services while not removing the services and products provided hereunder, provisions in section 'B. Ahead Products' only to Schindler Ahead Products.

Together with (i) the [Main Contract Form] that specifies, amongst Products' shall take precedence.

accessing all parts of the Installation(s) subject to maintenance and that of product safety which may be asserted because of suspension Hardware at any time) and promptly notify of any perceived or anticipated interferences.

3. Remuneration

a.Payment Agreement

The remuneration covers dispatching, travel cost, and travel time for the service described in this Contract. SHINDLER shall raise invoice for the agreed contractual price annally in advice. These invoice shall be considered "IMMEDIATE DUE" from the date of invoice or become period of 15 day from the date upon which they are due, SCHINDLER reserves the right to charge the Customer interest of 12% p.a on due

If for any reason the payments due under this Contract remain fully or partially unpaid by the Customer for a period of 60 days from the date upon which they were due, SCHINDLER reserves the right to suspend suspension of services

b. Adjustment of the Remuneration

If the relevant material price index and/or wage changes after 6. Force Majeure completion of the first complete year after conclusion of the contract. Schindler shall not be liable for failure to perform its obligations under maintenance services.

All the prevailing taxes as on date of signing the agreement have been included in addition to the base Maintenance fee. Any subsequent change in the tax structure will be to the Owners account and of: (i) maintenance and supplementary services for elevators, shall be payable from the date of enforcement of the revised rate. Schindler reserves the right by written notice to the Owner to revise Services, Other Services and Applications, all as defined below the Maintenance Fee and any such revised Maintenance Fee will take effect upon expiry of the Period of Agreement as indicated at the head

4. Right to Suspend Services

supplementary services only and provisions in section 'C. Schindler Customer's obligation to pay the full annual remuneration and protecting the installed unit, if Customer fails to grant access to the installation(s) or to pay the invoices when due. The owner of others, the Contract parties and its duration, (ii) Annex 1 that the installation shall be liable for any failure of the installation describes the scope of the Installation maintenance services and/ for any reason not limited to due to non-maintenance of the unit or the contracted Schindler Ahead Products, and (iii) any additional or maintenance by unauthorized third party during the period of documents referenced herein, these General Terms and Conditions suspension of services and shall indemnify Schindler for any claims constitute the Contract. In case of contradictions or inconsistencies which may be asserted against Schindler because of suspension. between (i) this section 'A. General Terms' and (ii) section Before performing services after such suspension, Schindler will B. Schindler Installation Maintenance' or section 'C. Schindler execute a separate audit at the Customer's cost and customer shall Ahead Products', the provisions in section 'B. Schindler Installation be liable to bear all expenses in respect of the same. If for any reason Maintenance' or, as the case may be, section 'C. Schindler Ahead the payments due under this contract remain fully or partially unpaid by the customer for period of 60 days from the date upon which they were due, Schindler reserves the right to suspend the services with Customer shall cooperate with Schindler to enable Schindler's notice because of breach of financial fulfilment of the contract. In such performance under the Contract (including allowing Schindler event the customer indemnifies Schindler from any claims including of services.

5. Liability

Schindler shall only be liable for damages caused to owner's property provided that such damages are caused by Schindler's unlawful intent or gross negligence. Notwithstanding anything contained herein or elsewhere in the in the event of nonperformance of a contractual obligation, Schindler's total liability shall be limited to the Fifty Percentage of the current maintenance fee received by the Schindler due whichever is earlier. If for any reason the payment due under for [one year]. Schindler shall not be liable for damages caused to this contract remain fully or partially unpaid by the customer for the owner's property by third party's acts and omissions. All liabilities of Schindler regardless whether under the contract, tort, strict liability or any other theory, shall cease at the end of the contract period. Schindler shall under no circumstances be liable for any loss of use or production, loss of profit, interest or revenues, loss of data or for any indirect or consequential damages or losses. The limitations of liability under this clause shall also apply for Schindler's directors, employees, the services with notice in view of breach of financial fulfilment of subcontractors, agents, licensors or any of the employees. Customer the contract. In such an event the customer indemnifies Schindler agrees to indemnify Schindler of all liabilities arising out of breach of from any claims which may be asserted against Schindler because of its obligations under the contract or in even of full or partially unpaid contract by the customer for more than 60 days from the date of the contract/ and or invoice

The Owner acknowledges that the maintenance price has been this Contract if such failure results from circumstances which could calculated on the basis of the cost of labor and materials prevailing not have been reasonably foreseen and which are beyond Schindler's on the first day of January of the year in which this Agreement is reasonable control, such as acts of God, acts of government, war, entered into. The owner also acknowledges that the maintenance natural disasters, administrative decisions, court rulings or orders, or fee mentioned in this agreement is the basic price for providing the disruptions of third party information technology, telecommunication, power supply and other systems or networks.

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Signature:

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Dr. V.K.

CIN: U29150MH1997PTC112690

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Mumbai - 400076



7. Data Ownership

The parties agree that Schindler shall have perpetual and worldwide, dispute amicably. If a party gives the other party notice that a Dispute exclusive intellectual property rights and ownership in any information has arisen (a Dispute Notice) and the parties are unable (other than Personal Data or Content, both as defined below) that to resolve the Dispute amicably within 15 days of service of the Schindler Ahead Products or other equipment or installations provided. Dispute Notice (or such longer period as the parties may mutually or maintained by Schindler may generate, collect, store, use, make agree), then the Dispute shall be referred to arbitration. Any Dispute available, transmit, or process in any other way throughout the shall be referred to and finally resolved by arbitration under the term of the Contract, and any data derived therefrom (collectively Arbitration and Conciliation Act, 1996. The number of arbitrators shall "Data"), regardless whether any of the involved hardware is owned by be one, mutually accepted by the parties. Any arbitral award shall be Customer or not ('Data Ownership'). Such Data Ownership includes, final and binding on the parties. The seat of the arbitration shall be but is not limited to, the transferable right to store, access, use, Mumbai. The language of the arbitration shall be English analyze, modify, delete, sell, license, or otherwise make available 13. Governing Law and Place of Jurisdiction Data or any product or service containing or using Data, or have any This Agreement is governed by and shall be construed in accordance of the such actions carried out by an affiliate or third party. Customer with laws of India. The parties irrevocably agree that the courts of hereby assigns all rights and title in the Data to Schindler. Customer Mumbai shall have exclusive jurisdiction to settle any dispute or claim shall include equivalent provisions giving effect to Schindler's Data that arises out of or in connection with this agreement or its subject Ownership in agreements with its affiliates and contract partners that matter or formation. come into contact with Data.

to Customer does not constitute any express or implied interest or is the designated representative of your organization license to Customer relating to such Data other than as is necessary authorized to sign this contract. Only an officer authorized to sign to receive the relevant services in accordance with the Contract.

8. General Confidentiality Obligations

by Schindler hereunder as well as know-how of Schindler that booked in the authorized signatory who shall make the payment as is directly or indirectly disclosed or made accessible to Customer per agreed payment milestones unless supported by an undertaking is confidential information proprietary to Schindler ("Confidential or declaration to that effect. In all such cases, the signatures on Information"). Customer may only disclose Confidential Information the PAN card/Government record of the individual customer must be upon Schindler's prior written approval or to the extent required by mandatory same in the duly signed by the parties. In case of any applicable law, administrative decision or court ruling.

09. Change of Ownership

Both parties undertake to transfer all rights and duties under the Conditions.

under the Contract, were installed, the Customer may terminate the these Terms and Conditions and preceding parts of the Contract, the Contract by registered letter with 60 days prior notice per date of latter shall prevail over these Terms and Conditions change of ownership.

the parties for the agreed duration period. In case of material breach, shall not wilfully interfere with any mechanism of elevator/escalator of Contract (e.g. non-payment of fees, persistent non-performance of installation and further maintenance due to such interference is not services) by a party, the other party may terminate this Contract. If the covered under this Agreement. Schindler, its Directors, Employees. Customer terminates this Contract before the expiry date and without Contractors shall not be liable for any direct, indirect, incidental material breach of Contract by Schindler, the Customer shall pay to special, punitive or consequential loss or damages including injury, Schindler an indemnification of 100% of the amount to be invoiced for illness, death, expense, cost or other sum description whatsoever the remaining duration of the Contract.

11. No Further Licenses and Feedback

Except as expressly specified in the Contract, neither this Contract B. Schindler Installation Maintenance nor any disclosure made during Contract performance grants to either 1. Performance of the Services party any license or ownership rights under any intellectual property. Schindler performs the services using recognized methods of

who shall be free to use and exploit such Feedback.

12. Arbitration

In Case of disputes between the parties the Courts of Mumbai shall have the Jurisdiction to decide.

If any dispute, controversy or claim between the parties arises out of or about this Agreement, including the existence, breach, termination or about this Agreement, in or validity thereof (Dispute), the parties shall use or validity thereof (Dispute). nelluse all

Dr. V.K. Toma

reasonable endeavours to negotiate with a view to resolving the

14. Authorized Signatory

The furnishing of copies of, or granting of access to, Data by Schindler Corporate/Institutional/Government Customer - Authorized signatory on behalf of your organization must sign this contract with date and seal on each page and wherever correction / alterations are made. Data and any information related to products and services provided. Individuals Customer: - The person in whose name order is being inconsistencies between these Terms and Conditions and preceding parts of the Contract, the latter shall prevail over these Terms and

15. Miscellaneous

(Alternative:) If there is a change to the owner of the building where Conclusion of this Contract supersedes all earlier contracts between the Installation(s) subject to maintenance, or other products provided the Customer and Schindler. In case of any inconsistencies between

16. Unauthorised Access

Schindler shall not be responsible for unauthorised access to elevator Except as expressly provided otherwise herein, the Contract binds shaft or installations of elevator/ escalator. The unauthorised person which result from use of elevator or escalator in violation of condition of instant clause of this Agreement.

maintenance. When performing the services Schindler observes Any Customer suggestions, comments or other feedback relating to the legal regulations including safety and other regulations of Schindler Ahead Products or other Schindler products or services applicable national and international standards organizations and ("Feedback") are provided voluntarily and free of charge. Feedback especially IS 14665,14671,1578 & relevant applicable state rules for shall not create any confidentiality or other obligation for its receiver maintenance of elevators and escalators. Unless otherwise agreed in the description of services, SCHINDLER performs the services on working days. Additional charges due to services outside of these hours will be invoiced separately. Schindler employs trained service technicians and provides tools and measuring instruments which are somet in case of a call logged by the necessary for the services Customer on Schindler rliest, hine room light category, Schindler will fittings, doors,

Signature:

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Customer Contract number 0135956838 Schindler

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or lien therein. Customer shall ensure that Schindler can disable or use other locally applicable definition] ("Personal Data") that may remove both Hardware and Accessories undamaged when provision be part of the Content in accordance with applicable law. Customer of Schindler Ahead Products is terminated. If Customer fails to meet appoints Schindler as processor of Personal Data on behalf of this obligation. Schindler may charge Customer the sales price of Customer. Customer is responsible for complying with applicable Hardware and Accessories.

computer programs as further specified in Annex 1 and licensed by Schindler hereunder ("Applications"). Neither Embedded Code nor Works are considered Applications. For as long as the relevant of Personal Data (such as data processing agreements), including by Schindler Ahead Product is provided hereunder, Schindler grants Customer a non-exclusive and non-assignable license to install and use Applications in accordance with Annex 1. Customer may not sublicense or rent an Application or use an Application for purposes other than internal business purposes in the country where acquired. Access to, and use of, Applications may be governed by additional agreements that Schindler may provide to Customer together with **Applications**

Customer is responsible that any user whom Customer grants access to an Application complies with the applicable license terms. Schindler may terminate an Application license in case of a breach of license terms or if Customer fails to pay due charges. Upon termination of the related license. Customer shall immediately and irrevocably delete and destroy any Application copy.

General Product Characteristics and Limited Warranty

All functions of Schindler Ahead Products described in this Contract are characteristics of Services or Applications, not Hardware. Schindler will provide Services in line with applicable specifications in Annex 1 on a "best efforts" basis, using commercially reasonable care and skill. Applications will match their respective specifications set forth in Annex 1 if used in their intended operating environment. Schindler will apply commercially reasonable efforts to remedy any deviation from the respective specifications of Schindler Ahead Products set forth in Annex 1. The Schindler Ahead Products are neither laid out for an uninterrupted or a fault-free performance nor can externally induced disruptions, interferences of, or an unauthorized access to, Schindler Ahead Products, be fully ruled out. Schindler does not warrant the fitness of Schindler Ahead Products for any particular purpose. Customer is solely responsible for its Schindler Ahead Product usage. The above warranties are the exclusive warranties related to Schindler Ahead Products and substitute all other explicit or implied warranties. A warranty claim is precluded in case of defects caused by Customer's own or third parties' acts or omissions, including (i) an unauthorized modification of a Schindler Ahead Product; (ii) its usage other than as intended; (iii) third party and other interferences and disruptions not attributable to Schindler (e.g., vandalism, flooding, humidity); (iv) Customer's failure to cooperate implemented Customer's instructions or specifications; and (vi) as otherwise set out in the Contract.

Customer may provide and input data ("Content") into Schindler Ahead Products, as well as store, use, and otherwise process such Content by means of Schindler Ahead Products or cause Schindler to do so, in accordance with such Schindler Ahead Products' intended use specified in Annex 1 ("Content Processing"). Customer grants Schindler a non-exclusive, worldwide, sublicensable and fully paidup license to use the Content as may become necessary to provide Schindler Ahead Products to Customer, Furthermore, Customer grants Schindler a non-exclusive, worldwide, perpetual, sublicensable grants Schindler a non-exclusive, wolldwide, perfective, perfective part and paid-up license to analyze and gain insights from Content that Embedded Code, Applications or respective part has been previously anonymized. Schindler will handle any personal as from removing any copyright or other marks in data (as titute of A

Dr. V.K. Tome

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Accessories and Hardware, remain property of Schindler or its third- such term is defined in Regulation (EU) 2016/679 of the European party supplier and Customer expressly waives any right of retention Parliament and of the Council of April 27, 2016) (Alternative): [Or law when engaging Schindler as processor of Personal Data. This may include obtaining any required consents of persons affected by Schindler Ahead Products offered under the Contract may include the Content Processing. The parties, undertake that they and their affiliates and/or relevant third-party subcontractors shall enter into additional agreements required by applicable law for the protection way of a data privacy Appendix [...] hereto. Customer is responsible to adequately back-up its Content and is solely responsible for the Content (in terms of form and substance). Customer represents and warrants that it has all rights and authorizations for (i) Content Processing; and (ii) granting Schindler Content-related licenses hereunder. Customer also represents and warrants that Content Processing will neither violate applicable law nor any third-party rights. Furthermore, Customer represents and warrants to having taken adequate measures (such as use of current scan software) to avoid introduction of any malicious software or code into Schindler Ahead Products ("Content Security Measures") and that Content will neither contain obscene, offensive or fraudulent information nor advocate violence, discrimination or racism. Customer will promptly notify Schindler in writing should Customer become aware of any information that could render any of the above representations and warranties incorrect. Schindler may delete or request Customer to immediately remove any Content from Schindler Ahead Products or other Schindler systems that is unlawful or otherwise not compliant with this Contract.

3. Indemnification by Customer

Customer will indemnify and hold Schindler, its affiliates and thirdparty subcontractors, and their respective employees, officers and directors harmless against any and all claims of any infringement (alleged or actual) of any person's rights as a result of any Content Processing, provided Customer is in breach of any of the representations, warranties and information duties set forth in the last paragraph of section C. 2 above and such breach contributed to the claim. Customer will reasonably support Schindler in the defense against such third-party claims, including by promptly providing necessary information and documents. The same indemnification and support obligations apply in case of any claims made by public authorities.

4. Suspension Rights

Customer's use of a Schindler Ahead Product may in particular be Suspended if (i) Customer is in breach of its representations and warranties, or fails to grant access to any Hardware or Accessories; (ii) it adversely affects security, integrity or performance or follow Schindler's instructions; (v) Instances in which Schindler of related Schindler systems or violates applicable law, court rulings, administrative decisions or third-party rights; or (iii) Customer fails to take adequate Content Security Measures.

5. General Discontinuation of a Schindler Ahead Product

If Schindler decides to discontinue the general availability of a Schindler Ahead Product that is also provided to Customer under the Contract, Schindler may terminate the Contract with respect to such Schindler Ahead Product on three (3) months' notice. In such case, Schindler will use commercially reasonable efforts to assist Customer to migrate to another available Schindler product or service.

6. No Reverse Assembling

Customer is prohibited from reverse engineering or modifying Hardware, thereof, as well parte erted therein by Schindler

Signature:

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Customer

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