

# TK Essential Agreement

Universal Service by TK Elevator  
Any Brand | Any Place | Any Time

## CEDAR FALLS HIGH SCHOOL

November 26, 2025

Purchaser: CEDAR FALLS COMMUNITY  
SCHOOL DISTRICT

Location: CEDAR FALLS HIGH  
SCHOOL

Address: 1002 W 1ST ST  
CEDAR  
FALLS, IA 50613-2214

Address: 2701 W 27TH ST  
CEDAR FALLS, IA 50613

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our"), agrees with Purchaser ("Purchaser," "you," and "your"), to maintain the equipment described below in accordance with the terms and conditions of this agreement ("the Agreement") with the goal of maximizing its performance, safety, and life span. TK Elevator and Purchaser may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

## Covered Equipment

This Agreement covers the units described in the table below (individually a "Unit" or collectively the "Units").

| Equipment Type          | Nickname              | Legal ID | OEM Serial # | Stops | Controller Manufacturer | MAX Eligible |
|-------------------------|-----------------------|----------|--------------|-------|-------------------------|--------------|
| Residential / Chairlift | 4-<br>USV10325<br>19  |          | EFT660       | 2     | Savaria                 | No           |
| Hydraulic               | A-<br>USV10325<br>16  |          | EFT657       | 2     | thyssenkrupp Elevator   | Yes          |
| Hydraulic               | B-<br>USV10325<br>17  |          | EFT658       | 2     | thyssenkrupp Elevator   | Yes          |
| Hydraulic               | C -<br>USV10338<br>19 |          | EFT659       | 2     | thyssenkrupp Elevator   | Yes          |

## Scope of Work

### Service Activities

TK Elevator will maintain the Units as follows: (A) examine only the following parts, which will be accomplished either in person or through MAX (as described elsewhere in this Agreement) or any other TK Elevator technology system, and (B) shall adjust and lubricate only the following parts, with (A) and (B) performed as TKE, in its sole opinion, determines as necessary to promote the proper operation of those Units (collectively, "Service Activities"):

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

All Service Activities will be performed Monday to Friday, 8:00 AM to 3:30 PM except during holidays recognized in the National Elevator Bargaining Association's collective bargaining agreement with the International Union of Elevator Constructors ("Regular Time").

### Parts Repair/Replacement Excluded

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Service Activities does not include the repair, refurbishment or replacement of any parts or components of your Unit(s). The repair, refurbishment or replacement of any parts or components of your equipment will be separately billable to you at TK Elevator's standard billing rates including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses pre-approved in writing, and time spent on the job, with any overtime work billed at our standard overtime rates. Travel time will be capped at 1 Hour for all call-outs.

## **Service Activities Include TK Elevator's Maintenance Control Program**

TK Elevator performs all work covered by this Agreement in accordance with the version of ASME A17.1 that is, according to the relevant authority having jurisdiction, applicable to the Unit(s) at the time the Agreement is first fully executed by both Parties. Section 8.6 of that code currently requires Unit owners to have a Maintenance Control Program ("MCP"). TK Elevator's MCP meets or exceeds section 8.6 of that code. Our MCP takes into consideration the age and usage of the Unit(s). Our MCP also includes TK Elevator's Maintenance Tasks & Records documentation to record the performance of those tasks. This Agreement does not include any work mandated as a consequence of changes to that code after this Agreement is executed.

## **Service Requests Excluded**

Any response to any requests for the dispatch of our technician to release any entrapped passengers from a Unit and/or to address adjustments to any parts of a Unit and/or to remove or retrieve items unrelated to the operation of the Unit(s) from the pit, machine room, or hoistway, regardless of the source of such requests are collectively referred to herein as "Service Requests". Service Requests are not included in this Agreement and you will be separately financially responsible for the cost of all parts or materials along with all labor invoiced at TK Elevator's standard billing rates, whether the Regular Time rate or the overtime rate for any portion of any response occurring outside of Regular Time ("Overtime"). Invoices shall also include travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses pre-approved in writing, and time spent on the job. Travel time will be capped at 1 Hour for all call-outs. Response to any Service Requests may be made from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the Unit's communication device and/or from any applicable remote monitoring device attached to the Unit if monitored by TK Elevator. Any mention of Service Requests in any other provision of this Agreement is made with the express intention that such Service Requests are excluded from the scope of this Agreement as set forth above and that any activities associated with any Service Requests shall be separately billable to and paid for by Purchaser.

## **Testing**

### Equipment Testing

This agreement includes only the following tests:

- annual safety tests for your hydraulic Unit(s) covered by this Agreement
- annual safety tests for the lift Unit(s) covered by this Agreement

Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, TK Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Unit(s) in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Should your jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, you agree to pay for any costs of that individual along with any inspection/coordination fees or any costs incurred by TK Elevator.



## Firefighters' Service Testing

Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, all testing, record-keeping and record storage obligations associated with that feature that are required by any applicable law or code are expressly excluded from this Agreement and shall remain solely your responsibility to satisfy. The first time that your testing of that feature following the full execution of this Agreement reveals that it is not operating properly, you shall immediately remove the Unit from operation, immediately notify TK Elevator of the condition, and agree to remain responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code which will be billed at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the repairs are performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses pre-approved in writing, and time spent on the job. Travel time will be capped at 1 Hour for all call-outs.

## **Exclusions**

TKE shall not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Should Purchaser elect to modernize any Unit described in this Agreement during the original or any renewal term of this Agreement, Purchaser agrees to provide TK Elevator with the modernization proposals prepared by any other vendor and at least fourteen (14) calendar days thereafter to both evaluate such proposals and, at TK Elevator's sole option, make its own proposal to Purchaser. Should Purchaser thereafter elect to accept the proposal of another vendor, the Parties agree that the current term of this Agreement applicable to the Units that are the subject of such modernization shall be frozen until the modernization work is complete and TK Elevator has inspected such work and deemed the modernized Unit acceptable for service under the terms of this Agreement. In the event such Unit is not, in TK Elevator's sole opinion, acceptable for service under the terms of this Agreement, TKE will submit a written proposal to Purchaser to address the items in question at an additional cost. Should Purchaser decline that proposal, TKE retains the right to remove the Unit from the Agreement and adjust the price accordingly or cancel the Agreement if the proposal affects all Units that are the subject of the Agreement.

## **Digital Customer Experience**

### MAX - Digital Maintenance

MAX is a cloud-based Internet of Things ("IOT") platform that we, at our election, may connect to your Unit(s) by installing a remote-monitoring device (a "Device"). Purchaser consents and authorizes TK Elevator to (1) access Purchaser's premises to install a Device to the Unit(s) and thereafter maintain and/or repair the Device(s) (all of which will be separately billed to Purchaser as Service Request as described above) and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s) as well as all data collected by the Device(s) and all data sent by the Device(s) to TK Elevator (all such data generated, collected, and/or sent shall be collectively referred to herein as the "MAX Data"). Purchaser agrees that all MAX Data is, and shall be, owned by TK Elevator and agrees to assign and hereby does assign any right, title or interest it may have in such MAX Data to TK Elevator. Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device and the MAX Data contain trade secrets belonging to TK Elevator, Purchaser agrees not to permit Purchaser's own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or the MAX Data and shall treat the MAX Data as confidential information of TK Elevator, including by using no less than reasonable care to protect the confidentiality of such MAX Data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/utilized in connection with the collection, monitoring and/or analysis of data.

With a MAX device connected to your equipment, information obtained via machine learning may be sent to our technicians to promote early diagnosis, faster fixes and reduced downtime.

TK Elevator offers an additional menu of services available as outlined in the attached MAX Exhibit for your consideration and acceptance at an additional fee. The services you select will be governed by the terms and conditions of this Agreement to the extent that they do not conflict with the terms and conditions of the MAX Exhibit.

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In the event of a conflict, the terms and conditions of the MAX Exhibit will exclusively govern the subject matter of those terms and conditions.

## Customer Web Portal and Mobile App

TK Elevator provides a web-based customer portal (the "CP") and mobile application (the "App") which, following the effective date of this Agreement, may contain certain maintenance and service call data associated with the Unit(s). To the extent applicable, TK Elevator will provide Purchaser with a user name and password to access the CP and App platforms. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the CP and App. To the extent applicable, TK Elevator reserves the right to restrict Purchaser's access to the CP and App if any of Purchaser's accounts with TK Elevator has an outstanding unpaid balance greater than 60 days or in the event of pending litigation of any kind. TK Elevator reserves the right to discontinue the CP and App altogether at its sole discretion and without notice to Purchaser and Purchaser expressly agrees to release TK Elevator from any and all claims of any type or kind arising out of or related to that discontinuation.

## TK Elevator Communications

You may supplement this Agreement with an additional suite of services through our TK Elevator Communications call center at an additional fee contingent upon your agreement to all of the terms and conditions as set forth in the attached exhibit entitled "TK Elevator Communications Services." These additional available services involve the provision of 24/7/365 monitoring of your Units' code-compliant and compatible emergency telephone and in-cab video and text communication equipment (the "Communication Equipment"), the dispatch of a TK Elevator technician or emergency personnel under certain circumstances (with such Service Request being billable in accordance with the terms of this Agreement), the provision of a cellular connection for that Communication Equipment, and limited repair/replacement coverage for that Communication Equipment which is otherwise excluded from this Agreement.

The suite of services that you select, if any, from the attached MAX Exhibit and from the attached TK Elevator Communications Services Exhibit will hereinafter be referred to as the "Digital Service Package" and shall be (1) provided in accordance with the terms and conditions of both this Agreement and those found in those Exhibits and (2) billed as a separate line item from all other scopes of work specifically provided for by TK Elevator under this Agreement (the "TK Essential Services").

## **Contract Term, Price & Payment**

### **Term**

This Agreement is effective for 60 months starting on the date it is fully executed by both Parties including an authorized manager of TK Elevator and is non-cancellable except as provided herein.

### **Price**

The price for the Agreement shall be \$294.28 per month, payable annually in advance. The MAX Plus subscription listed in Exhibit A is an additional price of \$14.00 per unit, per month which will be billed as a separate line item in your invoice. The attached Exhibit(s) include details regarding the Digital Service Package associated with this Agreement. In the event that MAX Service subscription(s) are removed, the price of this Agreement shall increase \$30.00 per eligible unit, per month.

The price of this Agreement contemplates that each Unit covered under this Agreement will make no more than 37,000 trips, defined as passenger-initiated travel of the Unit between two (2) to ten (10) landings as determined by TK Elevator, within any six (6) month period. In the event that any Unit covered by this Agreement makes more than 37,000 trips within any six (6) month period during the term of this Agreement then Purchaser agrees to pay TK

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Elevator an additional fee equal to 2% to the monthly billing amount during the following six (6) month period for each such Unit which will appear as a separate line item on any applicable invoice or on a separate invoice altogether.

Until Purchaser provides an applicable and properly completed tax exemption certificate, Purchaser will be billed not only the price set forth in this Agreement but also all applicable sales tax.

The price of this Agreement does not include any value added taxes, tariffs, duties or similar assessments imposed on TK Elevator for any parts and/or components replaced under this Agreement or for the related increase in the cost of such parts and/or components charged by their suppliers (collectively, the "Additional Costs"). In the event any such Additional Costs are incurred by TK Elevator, TK Elevator shall provide Purchaser reasonable written notice that such Additional Costs will be invoiced to the Purchaser on the next invoice sent by TK Elevator and Purchaser agrees to pay, such Additional Costs, together with TK Elevator's profit and overhead associated with those amounts, all in addition to the price of this Agreement.

We reserve the right to increase all charges under this Agreement not to exceed a total of 5% annually upon written notice. In the event We elected to increase charges under this Agreement, You have the right within thirty (30) days of such notice to cancel this Agreement. You shall only be responsible for costs incurred prior to termination.

## Payment

Payments are due upon receipt of each of your TK Elevator invoices. Any payments by credit card shall be subject to a 3% credit card fee. If you do not timely pay any sum due to TK Elevator within 60 days related to your Unit(s) described in this Agreement, regardless of whether it is billed pursuant to this Agreement or any other agreement with us, within the stipulated payment term calculated from the billing date, we may also choose to do the following:

- suspend all services until all amounts due have been paid in full, and/or

A service charge of the highest rate allowed by law shall apply to all overdue accounts you have with TK Elevator that are in any way related to any of the Unit(s) described in this Agreement. If TK Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Unit(s)) or losses of any other type or kind that is in any way related to TK Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to TK Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

All invoices generated in connection with services performed under this Agreement shall be delivered to Purchaser electronically. It shall solely be Purchaser's responsibility to ensure that TK Elevator, at all times, has been provided with accurate Purchaser contact information in order to successfully deliver such invoices. TK Elevator reserves the right to apply any overpayments it receives from Purchaser to any open invoices issued in connection with the subject matter of this Agreement regardless of whether or not the invoices were generated in connection with this Agreement or with any other contract, agreement, or work order between the parties.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Agreement. This is in addition to and not in lieu of any other rights or remedies we may have under this Agreement and the law.

## Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the Unit(s) upon manifestation of any irregularities in either the operation or the appearance of the Unit(s), to immediately place a Service Request, and to keep the Unit(s) shut down until the completion of any repairs that are the subject of that Service Request or a separate written estimate provided by us. Under those circumstances you agree not to re-set the mainline disconnect. In the event of a Service Request where our technician finds that the mainline disconnect has been reset, you agree that you will be responsible for all labor costs associated with that Service Request invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when we respond to that Service Request) including travel time (calculated roundtrip from the





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dispatching location to the Unit location and return), travel expenses pre-approved in writing, and time spent on the job. Travel time will be capped at 1 Hour for all call-outs. In the event of a passenger entrapment, you agree to call TK Elevator immediately and, absent a medical emergency, wait for a TK Elevator technician to release the passenger(s). You agree to separately pay TK Elevator to repair or replace any parts of the Unit(s) damages in connection with your failure to do so. You agree that your employees, agents and/or contractors shall not attempt to release or extricate any entrapped passenger(s) from the Unit(s) in light of the life safety risks such attempts create. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the Unit(s) involving personal injury or property damage and that you will be solely responsible for preserving any parts that are replaced after such occurrence or accident. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F, with relative humidity less than 95% non-condensing at all times. You agree to provide properly maintained and functioning mainline disconnect(s). You agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you are responsible for the cost associated with the removal and the proper handling of such liquids. You agree that if TK Elevator's inspection of a Unit serviced under this Agreement reveals an operational problem which, in TK Elevator's sole judgment, jeopardizes the safety of the riding public, TK Elevator may shut down the Unit. In that instance, we will provide you with a separate written proposal at an additional cost to cover any necessary repairs and you agree to leave the affected Unit shut down until such time as you have agreed to TK Elevator's separate written proposal and the repairs described therein have been completed and the operational problem is resolved.

TK Elevator assumes no responsibility for any part of the Unit(s) except that upon which work has been performed under this Agreement. No work, service, examination or liability on the part of TK Elevator other than that specifically mentioned herein is included or intended. It is agreed that TK Elevator does not assume possession or control of any part of the Unit(s) and that such remains Purchaser's exclusively as owner, lessor, lessee, possessor, or manager thereof.

We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. For safety reasons, you agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the Unit(s) during the term of this Agreement.

Upon the commencement of this Agreement and as a condition of TK Elevator's performance of its obligations, Purchaser shall provide any wiring diagrams, manuals, special tools, monitoring devices, software, hardware or any other items designed to work with, diagnose, service, or repair the Unit(s) (1) as originally supplied by the OEM with the installation or (2) solely available to Purchaser from the OEM.

Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance in connection with a Service Request, Purchaser agrees to obtain the assistance of the OEM and any resulting costs or fees shall be exclusively the Purchaser's responsibility.

Since TK Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with our performance or the means and methods used to meet our obligations under this Agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership of the premises in which the Unit(s) described herein are located, you agree to see that such transferee is made aware of this Agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this Agreement. Should the transferee fail to assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

This Agreement expressly excludes any materials, labor and/or services involving or related to either the monitoring of or provision of a response to any communications initiated from any Communication Equipment installed within the Unit(s) and Purchaser remains solely responsible for contracting with a separate vendor to monitor and respond to such communications in accordance with all applicable codes, statutes and/or laws absent its inclusion elsewhere in this Agreement of any later amendment.

You expressly agree to release and discharge us and our employees for any and all claims and/or losses of any type or kind (including but not limited to personal injury, death and property damage, specifically including damage to the

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property which is the subject matter of this Agreement) (1) associated with any components excluded in this



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Agreement or (2) associated with any Billable Work or (3) caused in whole or in part by reason(s) outside of our control. TK Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TK ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OR ALL OF THE PARTS, PLATFORMS (INCLUDING BUT NOT LIMITED TO CP, APP AND MAX) AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TK ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PARTS, PLATFORMS AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVES ANY INTENDED RESULTS, MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, MEETS ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE UNIT(S), PARTS, PLATFORMS AND/OR SERVICES OR FOR THE ACT OF ANY THIRD PARTY RELATED THERETO, INCLUDING BUT NOT LIMITED TO THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAM INTO THE PURCHASER'S SOFTWARE OR HARDWARE OR PLATFORM.

In consideration of TK Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against TK Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the Unit(s) which are the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the Unit(s) covered by this Agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the act or omission of TK Elevator and/or our employees. You recognize that your duty to defend TK Elevator under this clause is broader than your duty to indemnify and includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

You expressly agree to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

In no event shall TK Elevator's liability for damages arising out of this Agreement exceed the amounts available from TK Elevator's insurance."

Both parties expressly agree to release and discharge the other party from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement or any Service Request in connection with any one or more of the Units to which this Agreement applies.

In the event an attorney is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due hereunder the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees.

You agree that this Agreement shall be construed and enforced in accordance with the laws of the state where the Unit(s) is/are located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the Unit(s) is/are located as to all matters and disputes arising out of this Agreement.





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In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

Our rights under this Agreement shall be cumulative and our failure to exercise any rights is not intended to be, nor shall it operate to forfeit or waive any of those rights. Moreover, any extension, indulgence or change by us in the method, mode or manner of payment or any of our other rights under this Agreement shall not be construed as a waiver of any of our rights under this Agreement



Acceptance

Until executed by both Parties this Agreement is a proposal that shall only remain available for acceptance for a period of sixty (60) calendar days from the date appearing on the first page of this document unless revoked by TK Elevator earlier in writing to Purchaser. Your acceptance of this Agreement and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will exclusively govern the Parties' responsibilities. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Agreement without the express prior written approval of an authorized TK Elevator manager.

|  |  |
|--|--|
| <b>CEDAR FALLS COMMUNITY SCHOOL DISTRICT<br/>(Purchaser):</b>    | <b>TK Elevator Corporation Management Approval</b> |
| By: _____<br>(Signature of Authorized Individual)<br>Chris Thome | By: _____<br>(Signature of Branch Representative)  |
| _____<br>(Print or Type Name)                                    | Josh Vogel<br>General Manager                      |
| _____<br>(Print or Type Title)                                   |  |
| _____<br>(Date of Acceptance)                                    | _____<br>(Date of Execution)                       |

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

4671 121st Street  
Urbandale, IA 50323  
(515) 283-2471

Thank you for choosing TK Elevator. We appreciate your business.

Wade Martin



Customer Onboarding Form

1) To elect a Payment Frequency other than Annual:Initial To Accept

|             |             |  |
|-------------|-------------|--|
| Semi-Annual | 3% Addition |  |
| Quarterly   | 4% Addition |  |
| Monthly     | 7% Addition |  |

2) To opt out of Digital Subscription:Initial To Accept

|  |                          |  |
|--|--------------------------|--|
| Manual Processing Fee<br>(only applicable to compatible equipment) | \$30 per unit, per month |  |
|--|--------------------------|--|

BILL TO INFORMATION

ACCOUNTS PAYABLE CONTACT

Company Name:

Address:

Address 2:

City:

State:

Zip Code:

Name:

Phone:

Fax:

Email:

TAX STATUS:

Are you tax exempt?☐






















## Exhibit A

### MAX

MAX is TK Elevator's smart, machine learning Internet of Things ("IoT") solution that has the ability to increase elevator availability and reduce out-of-service situations through real-time diagnostics. Connected 24/7/365, machine data covering topics such as door movements, trips, power-ups, car calls, and error codes is collected from MAX-connected elevators worldwide and is sent to the cloud. From there, depending on the menu of services you select below (a "Digital Service Package"), unique algorithms that are capable of analyzing that data and recognizing patterns to assist in computing the equipment's operation and providing precise and predictive diagnostics can be delivered to the technician in near real time, indicating where intervention is needed.

With MAX, we are able to offer the following Digital Service Packages with value-added features ("features") to your Agreement:

**The (CHECK MARKS) below indicate which features are available in each of the individual Digital Service Packages.**

|  | MAX Plus  | MAX Pro   | MAX Premium   |
|--|---|---|---|
| <b>IoT Connected with MAX Virtual Coach</b><br>MAX device connected to Tk Elevator's IoT-based cloud enabling near real-time status and communication. Information obtained via machine learning is sent to our technician's mobile device with the service request to promote early diagnosis, faster fixes and reduced downtime. |    |    |    |
| <b>Email Notifications</b><br>Stay informed of recent services provided via entries generated by our technicians available for your review in our customer web-based portal.   |  |  |  |
| <b>Web Portal &amp; Mobile App</b><br>Secure access to your account including basic unit information and historical service information via web and native Android & iOS Apps.   |  |  |  |
| <b>MAX Traffic Statistics</b><br>Make smarter, data-driven decisions about your building by analyzing how elevator traffic changes over time in our customer web-based portal  |  |  |  |
| <b>Real-Time Status and Failure Alerts</b><br>Near real-time push notifications available via a mobile App or e-mail when a MAX-enabled unit shuts down and is returned to service.  |  |  |  |
| <b>Auto Response / Dispatching</b><br>As soon as our MAX technology verifies a failure we will immediately respond during Regular Time or seek your authorization to respond during Overtime to get your equipment back up and running.  |   |  |  |
| <b>No Charge Running on Arrival ("ROA") Guarantee</b><br>Since we are monitoring your elevator's operation, we will not bill you if our technician is dispatched on regular time and finds the unit ROA or is on independent service, firefighters' service, or is the subject of an engaged stop button/feature.                  |   |  |  |

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Universal Service by TK Elevator  
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|  | MAX Plus       | MAX Pro        | MAX Premium    |
|--|----------------|----------------|----------------|
| <b>MAX Team Monitoring</b><br>The MAX Premium team of experts will perform a regular review of the traffic and service history, predictive analytics and other relevant data and insights to promote optimum uptime and recommendations to keep your building moving most efficiently.   |                |                | ✓              |
| <b>Predictive Intervention</b><br>If during its review of traffic and service history, predictive analytics and other relevant data our MAX Premium team of experts recognizes what it believes to be a certain upcoming failure on a unit we will pre-emptively dispatch a technician to investigate and address the issue. These preventative actions taken before your elevator fails will increase your equipment's uptime and reduce inconvenience. |                |                | ✓              |
| <b>Subscription Price per unit per month</b>   | <b>\$14.00</b> | <b>\$39.00</b> | <b>\$95.00</b> |

## Current Digital Service Package

We have included the following Digital Service Package notated below for the selected Unit(s).

| Building Name           | Equipment Type | Nickname     | Stops | MAX Plus          | MAX Pro | MAX Premium | Price   |
|-------------------------|----------------|--------------|-------|-------------------|---------|-------------|---------|
| CEDAR FALLS HIGH SCHOOL | Hydraulic      | A-USV1032516 | 2     | Current Selection |         |             | \$14.00 |
| 2701 W 27TH ST          | Hydraulic      | B-USV1032517 | 2     | Current Selection |         |             | \$14.00 |
| 2701 W 27TH ST          | Hydraulic      | C-USV1033819 | 2     | Current Selection |         |             | \$14.00 |

## Price

In light of the selection in the chart above, you agree to an additional price of \$42.00 per month which will be billed to you separately from the price of the Agreement (the "Digital Services Charge"). The cost of the selected Digital Service Package is not subject to any discounts. In addition to the monthly amount, the Digital Service Package selected below also requires a one-time activation and setup fee of \$750.00. In the event that MAX Service subscriptions are removed, a \$30.00 charge will be applied to each eligible unit and the price of this Agreement shall increase by \$90.00 per month.

Unless otherwise provided for in the Agreement, any Service Requests, repairs, or maintenance initiated by the Digital Service Package shall be performed during Regular Time.

As technology changes or enhancements to our Digital Service Packages become available, TK Elevator may, in its sole discretion, change any aspect of any feature on thirty (30) days written notice to Purchaser. Such changes can include, but would not be limited to, modifying, adding or eliminating content, access to information and/or reports, application support, operating system support and other aspects that TK Elevator may deem appropriate in its sole opinion. The Digital Service Package noted above may be substituted for another package with thirty (30) days written notice.

## Exhibit B

### TK Elevator Communications

TK Elevator offers an additional suite of services through our TK Elevator Communications call center separate and apart from those services included with your elevator service agreement with TK Elevator (the "Agreement"). We have notated below each additional TK Elevator Communications Service that you have selected for each of the Unit(s) covered under your Agreement and the corresponding total price per month of those services per Unit.

| Building Name           | Equipment Type          | Nickname              | Phone Monitoring  | Elevator Telephone # |
|-------------------------|-------------------------|-----------------------|-------------------|----------------------|
| CEDAR FALLS HIGH SCHOOL | Residential / Chairlift | 4-<br>USV10325<br>19  | Current Selection |                      |
| 2701 W 27TH ST          | Hydraulic               | B-<br>USV10325<br>17  | Current Selection |                      |
| 2701 W 27TH ST          | Hydraulic               | C -<br>USV10338<br>19 | Current Selection |                      |
| CEDAR FALLS HIGH SCHOOL | Hydraulic               | A-<br>USV10325<br>16  | Current Selection |                      |

Elevator telephone # is not required on units with MAX Link selected.

#### Price

In light your selections in the chart above, you agree to an additional price of \$0.00 per month which will be billed to you as a separate line item from all other scopes of work specifically provided for by TK Elevator under your Agreement (the "TK Elevator Communications Services Charge"). The TK Elevator Communications Services Charge is not subject to any discounts

A description of each available TK Elevator Communications service and the additional applicable terms and conditions follow.

#### Phone Monitoring Service

If "Phone Monitoring" is selected for specific Units in the chart above, so long as those specific Units have operational telephone equipment capable of placing an outgoing call to TK Elevator Communications' call center, we will provide monitoring of such calls through that call center on a 7 days per week, 24 hours per day, 365 days per year basis. Depending on the nature of each call and circumstances, TK Elevator Communications' operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed to "9-1-1" as the centralized TK Elevator Communications call center does not have dialing access to local "9-1-1" numbers.

This Phone Monitoring service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to TK Elevator Communications' call center.

#### Terms and Conditions

Any of the services mentioned in this Exhibit shall be governed by both the terms and conditions of the Agreement covering the Unit(s) described in that Agreement and the terms and conditions of this Exhibit and in the event that those terms conflict, the terms and conditions of this Exhibit will exclusively govern the subject matter of those terms and conditions. Should the Agreement covering the Unit(s) be terminated for any reason by either Party then this Exhibit shall also be automatically terminated. In the event that this Exhibit is terminated for whatever reason, Purchaser agrees to immediately both transfer the connection of the communication equipment to an appropriate



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telephone service provider and also make arrangements with its replacement elevator service vendor to reprogram the communication equipment to initiate contact with a replacement call center.

### TK Elevator Communications Contact Information - To Be Completed by Purchaser

Purchaser hereby acknowledges that as a condition precedent to TK Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete all sections of the TK Elevator communications Contact Information section below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise TK Elevator immediately in writing of any changes to the information contained in this exhibit during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without TK Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where TK Elevator is unable to reach Purchaser's Designated Contacts, Purchaser hereby gives TK Elevator express permission to dispatch a TK Elevator service technician to the location of the equipment at Purchaser's expense in accordance with TK Elevator's applicable billing rates. Purchaser further agrees that TK Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event of an emergency, or perceived emergency, one or more of the following are to be Purchaser's Designated Contacts:

| Contact Name | Title | Primary Telephone # | Secondary Telephone # |
|--------------|-------|---------------------|-----------------------|
|              |       |                     |                       |
|              |       |                     |                       |
|              |       |                     |                       |
|              |       |                     |                       |

In the event of an Emergency or perceived emergency, TK Elevator has the express permission to contact one or more of the following (**911 is not sufficient, local phone numbers are required**):

Police Department: ( ) -

Fire Department: ( ) -

Special instructions/remarks:

In the event that a TK Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives TK Elevator the express permission to call Local Emergency Services at the telephone numbers provided above at TK Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that TK Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.



# Customer Portal & Mobile App setup form

|  |                           |                          |                          |
|--|---------------------------|--------------------------|--------------------------|
| Name:                                    | Chris Thome               |                          |                          |
| Address:<br>(if different from contract) |                           |                          |                          |
| City:                                    |                           |                          |                          |
| State:                                   |                           |                          |                          |
| Zip Code:                                |                           |                          |                          |
| Phone:                                   | 3195532464                |                          |                          |
| Email:                                   | chris.thome@cfschools.org |                          |                          |
| Subscribe to email notifications:        | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |